

PLEASE NOTE CHANGE IN TIME:

**Council Meeting
Tuesday, November 6, 2012
City Council Chambers
8:05 p.m.
AGENDA**



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–October 16, 2012
2. Consent Agenda
 - Minutes
 - Telecom Commission – October 16, 2012
 - Street Committee – October 18, 2012
 - Utility Commission – October 24, 2012
 - License Applications
 - Solicitation Permit
 - Insulation USA
 - Chay Rossow
 - Judd Ferguson
 - Hagan Hoopes
 - Lance Miranda
 - Exempt Gambling Permits
 - Cottonwood County Pheasants Forever
 - Windom Youth Hockey Association
3. Department Heads
4. Telecom Refunding Bonds Series 2012B
5. PM Windom Industrial User Agreement Wastewater Amendment
6. 2013 Wastewater Rate Increase
7. Call For Hearing 2012 River Road and 6th Avenue Street Improvement Project
8. Proposed 2013 Street Improvement Project
 - Presentation of Feasibility Study
 - Call for Preliminary Hearing
9. Transcend United Technologies Contract Renewal
10. Lutheran Social Service Site Agreement Renewal
11. Donations
 - Lloyd C. Kruse – Windom Fire Department
 - Town & Country Appliance Inc. – EDA – Entrance Sign
12. Personnel Items
13. New Business



14. Old Business
 - Reminder -- Special Council Meeting
 - Board of Canvass and Budget Workshop --7:00 p.m. November 13, 2012
 - Employee Recognition Event
15. Regular Bills
16. Contractor Payments
 - Wastewater Treatment Improvements – Robert L. Carr Co. \$237,448.70
 - 2012 Street Projects – Svoboda Excavating \$21,514.94
17. Council Concerns
18. Adjourn

**Regular Council Meeting
Windom City Hall, Council Chamber
October 16, 2012
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Kruse at 7:30 p.m.

2. Roll Call:
- | | |
|-------------------------|--|
| Mayor: | Kirby Kruse |
| Council Members: | Kelsey Fossing, Dominic Jones, Corey Maricle,
Bradley Powers and JoAnn Ray |
| Council Members Absent: | None |
| City Staff Present: | Steve Nasby, City Administrator; Aaron Backman,
EDA Director; Dan Olsen, Telecom Manager 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 2, 2012 and October 3, 2012. Motion carried 5 – 0.

5. Consent Agenda:

Kruse noted the minutes from the following Boards and Commissions:

- Economic Development Authority – October 8, 2012
- Library Board – October 9, 2012

Kruse said there was an application for an Exempt Gaming Permit from the Windom Fire Department for a raffle on April 27, 2013.

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

6. Department Heads:

None.

7. Older Americans Act Nutrition Program 40th Anniversary Proclamation:

Council member Powers introduced the Resolution No. 2012-58, entitled “LUTHERAN SOCIAL SERVICES SENIOR NUTRITION PROCLAMATION CELEBRATING THE 40TH ANNIVERSARY OF THE OLDER AMERICANS ACT NUTRITION PROGRAM” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Jones, Maricle, Powers, Ray and Fossing. Nay: None. Absent: None. Resolution passed 5 – 0.

Powers read the proclamation.

Kruse welcomed Sarah Anderson, LSS Senior Dining Program, and presented her with the proclamation.

Anderson thanked the City Council and highlighted the accomplishments of the nutrition program. Seniors over the age of 60 are encouraged to utilize the program, and there is not an income based threshold or benefit. Approximately 90 people have signed up to participate in the October 18 lunch.

8. Phase I GDF Development Agreement – TIF 1-16:

Aaron Backman, EDA Director, said that the Tax Increment Financing (TIF) development agreement is for approximately 5.36 acres, which was the former Bolin Lumber site. Glen Francis has purchased the property and is in the process of renovating the site. The investment is estimated to be \$450,000 and the owner has requested a 10 year TIF. The EDA Board has reviewed the project and has recommended a 10-year TIF, which is estimated to be valued at \$77,621 over the life of the proposed development agreement. One new business, River Valley Fitness, opened in September 2012 and GDF Bobcat will be working on an 8,000 square foot building in the Fall\Winter 2012.

Motion by Jones seconded by Maricle to approve the proposed 10-year TIF development agreement as presented between the City of Windom and GDF Properties, LLC. Motion carried 5 – 0.

Jones asked Backman to highlight the differences between TIF and tax abatement. Backman said tax abatement must be approved by each taxing jurisdiction separately, such as the City, County and School and a TIF captures the taxes from all of the jurisdictions but only needed City approval following consultation through a public hearing. Another difference is that with tax abatement current taxes can be included in the abatement, whereas in a TIF only the new taxes generated through new property valuation can be included.

9. Telecom Commission New Hire Recommendation:

Preliminary

Dan Olsen, Telecom Manager, said that the Telecom Commission had met earlier in the day and he handed out a memo showing their hiring recommendation as Jordan Buss to fill the newly created position of Cable Tech.

Jones asked if the recommended hire meets the minimum qualifications. Olsen said, yes, he does.

Motion by Maricle seconded by Fossing to approve the recommendation from the Telecom Commission to hire Jordan Bussa for the Cable Tech position as presented. Motion carried 5 – 0.

10. Fire Department – Ag Star Fund Grant Agreement – Turn Out Gear:

Nasby said that the Fire Department had applied for grant funds from Ag Star for turn-out gear and \$1,500 had been awarded. There was not a City match required.

Kruse thanked the Fire Chief for taking the initiative to apply for these funds.

Motion by Powers seconded by Ray to accept the Ag Star grant for the purchase of turn-out gear for the Fire Department and execute the grant agreement. Motion carried 5 – 0.

11. Second Reading – Ordinance Adopting Revised Codified City Code:

Nasby said that the City Council had directed staff to complete the re-codification of the City Code and was discussed at the October 2, 2012 meeting. If this reading were to be approved, then the publication would be in the newspaper on October 24, 2012 and then we can get the new code out and up on the web site.

Motion by Jones seconded by Ray, to approve the 2nd Reading of the Ordinance Adopting the Revised Codified City Code. Motion carried 5 – 0.

12. Letter of Engagement for 2012 City Audit:

Nasby said there was an engagement letter from Dennis Rick, LTD in the packet and there was a slight price change which included a Single Audit as required by the federal government as the City had over \$500,000 in federal funds this year due to the money for the radio grant.

Jones asked if the City had done requests for proposals or how the auditing services were obtained. Nasby said that three for four years ago the City started using Dennis Rick, LTD for all the auditing. Prior to that the City had used Dennis Rick, LTD for the City audit, another firm for Telecom as it was a new utility and then a third audit firm to oversee the work of the other two. This arrangement did not work well which is why that was ended, but if the City wished to solicit proposals that could be done.

Motion by Powers seconded by Jones to accept the engagement letter from Dennis Rick, LTD for the 2012 City Audit as presented. Motion carried 5 – 0.

13. Windom Lions Club Donation – Park Department:

Council member Fossing introduced the Resolution No. 2012-59, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM THE WINDOM LIONS CLUB FOR THE WINDOM PARKS DEPARTMENT” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Maricle, Powers, Ray, Fossing and Jones. Nay: None. Absent: None. Resolution passed 5 – 0.

14. Refunding Bonds Series 2012B – Resolution Establishing A Pricing Committee:

Nasby said that the request is to establish parameters for the upcoming bond sale with Piper Jaffary and Company for the Telecom bonds and for a committee to evaluate the sale information related to the parameters. Since this is a single source placement, and not a competitive offer, we needed to set the guidelines for the bonds related to the interest rates and total offering. Now when the bonds are sold we can review the pricing and decide if they are within the parameters we have set and have the opportunity to review that data prior to the November 6, 2012 sale date.

Council member Maricle introduced the Resolution No. 2012-60, entitled “RESOLUTION REGARDING THE ISSUANCE OF COMMUNICATION SYSTEM ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2012B AND ESTABLISHING A PRICING COMMITTEE THEREFOR” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Powers, Ray, Fossing, Jones and Maricle. Nay: None. Absent: None. Resolution passed 5 – 0.

15. New Business:

Nasby said that S.E.H. had been encouraged to submit an award application for the work on the Windom Dam removal and rock riffle installation project. They are seeking the City’s support for the application. There is no expense to the City. The primary focus of the award would be the cost-effectiveness of the project, partnerships with many stakeholders, use of recycled materials from the old dam and the use of local rock for the riffles and rip rap.

Jones asked to see the application. Nasby said it has arrived after City Council packets went out, but he had a copy for the Council to review.

Jones asked that the Congressional Representative line be reviewed as Windom was impacted by the redistricting. Also, he noted that he would like to have seen a double riffle at the upstream location and that may be something we can look into in the future.

Motion by Jones seconded by Fossing to provide the letter of support for the engineering award application for S.E.H. and that the City Administrator reviews the supporting documentation prior to the submission. Motion carried 5 – 0.

16. Unfinished Business:

Nasby said the City Council had asked that employees be surveyed to identify a date for the Employee Recognition Event. A survey was sent out and the most popular date was November 7. The other dates getting the most votes included November 28 and 30.

Motion by Fossing to select November 7, 2012 as it received the most votes. Motion died for lack of a second.

Maricle expressed his desire to have an evening event where spouses were included.

Jones said that he has supported that type of event, but run into the issues of using public funds for non-employees.

Kruse said he thought the event had been discussed as a lunch, due to the issue with not being able to pay for non-employees.

Nasby asked if the Council wanted to brainstorm and come up with other ideas on how to structure the event and if so, that the event would be delayed.

Consensus of the Council to put this on hold until other ideas or options could be explored.

Kruse asked the Council what time they wanted to meet to review the final budget and set the levy. Consensus was to wait until after the election, so November 13 was set for that meeting.

17. Regular Bills:

Powers asked about the last page of bill showing up as a duplicate and if this was an error in the paperwork or the check run. Nasby said he would check on that, but it appeared to be duplication.

Fossing asked about the total spent on credit card fees at the Liquor Store. Nasby said the paperwork shows it being paid twice a month. Fossing said he thought there could be some savings on the fees. Nasby said the Liquor Store did get quotes about three years ago and did switch companies to save money. Fossing said that he was thinking about the fees for debit cards versus credit cards and that there is a smaller change for debit cards so we should have our equipment set up to offer that option first. Nasby said he would get in touch with the Liquor Store to discuss.

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

Preliminary

18. Council Concerns:

Kruse said the Mayor's Metal of Honor applications are due December 3, 2012 and he encouraged the public to submit their nominations.

19. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 8:12 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

Telecommunication Commission Minutes
Oct. 16th, 2012

1. Call to Order:

Wendell Woodcock called the minute to order at 11:35am

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, Aaron Backman Steve Nasby

Public Present: None

3. PC's for People: Aaron Backman:

Aaron Backman talks to the Telecom Commissioners are on the PC's for People Computer Program. The program has picked up on customers in the last 4 to 5 months. The program has about 25 computers that have gone out to people. The recommended price for the customer is \$25.00. The PC's for People Program has recently received 35 newly refurbished computers for use in this program. This program targets people who have never had Internet service before.

**Motion made to continue/extend the program with the PC's for People.
Motion made by Forrest, 2nd by Corey. All in favor.**

4. New Hire Recommendation:

Dan stated there were 9 applicants for the position of Entry Level Customer Service Technician. Dan interviewed 3 of the applicants.
Dan recommends to Commissioners to hire Jordan Bussa as an Entry Level Customer Service Technician.

**Motion made to recommend to City Council to hire Jordan Bussa as an
Entry Level Customer Service Technician for Windomnet.
Motion made by Wendell, 2nd by Corey. All in favor.**

5. HITS Cessation of Spanish Programming:

HITS will be ending the Spanish Programming tier. Windomnet has 4 customers at this time in that tier. The cost for a receiver for Windomnet to continue carrying the Spanish programming would run about \$16,000.00.

Dan recommends to the commissioners to let HITS contract expire. Dan recommends that a letter be sent to the customers that are receiving the Spanish programming to advise them of the ending of that tier.

Motion made to to let HITS expire at end of contract.

Motion made by Virgil, 2nd by Corey. All in favor.

6. Bond Refinance:

Nasby explained the request from Bond council for a telecom resolution in support of the Telecom refinance. Discussion followed, Members of the commission questioned why the commission would be involved as they have never been asked for advice or input in the past. Nasby explained this is a request from bond council. Woodcock questioned guarantees it was explained that the Commission cannot guarantee anything as they do not have the powers to guarantee.

Motion made to accept the Bond refinance.

Motion made by Forrest, 2nd by Wendell. All in favor.

7. Manager's Report:

Dan stated that the staff is taking their vacations.

Dan stated that Windomnet is working with 7 new businesses on getting services.

Dan stated that Windomnet is working on the off airs issues and how to resolve them.

Windomnet is looking into adding new HD programming.

Dan stated that Windomnet has just added the WFN (World Fishing Network) in the digital tier and in HD.

Dan stated that Windomnet is looking into TVAnywhere.

Dan talked about the 6 Strike Program where service will be shut off after notification of downloading illegally after 6 times.

Dan handed out some information of customer counts and numbers from Windomnet and SMBS customers.

8. Commissioner's Comments & Concerns:

Wendell asked about adding more HD channels to the lineup. Windomnet will look into it.

9. Adjourn:

Wendell adjourned the meeting at 12:27pm.

STREET COMMITTEE

MEETING MINUTES OCTOBER 18, 2012

Call to Order: The meeting was called to order at 5:35 P.M. at the Street Shop Office

Members Attending: Committee Member Brad Powers & JoAnn Ray attending

City Staff Present: Street Superintendent Bruce Caldwell

Public: Wenck Engineering Representative Dennis Johnson

1. Review 2013 Street Reconstruction Project Feasibility Study Draft a question was raised concerning the removal of curb and gutters in a few areas as the cost difference for total replacement was minimal. The committee agreed to removal all the curbs on some of the streets where there are multiple service hookups and irregular or damaged curbs such as 6th Avenue. On 6th Avenue the group discussed the proposal of a sidewalk from the Winfair School property going north across the Perkins Creek Bridge to 17th Street. Based on the discussion, Johnson said the Safe Routes to School would not have any funding for the sidewalk project. The committee was concerned about the added cost to property owners and their reluctance to take care of long term maintenance and snow removal. Plus, there would be added costs to relocate the electrical lines in the boulevard where the sidewalk would be placed. The committee unanimously agreed not to provide City snow removal and maintenance on this sidewalk. Johnson also showed a couple different concepts for parking, unloading/loading area on the Winfair School property. The committee agreed that would be best to have the unloading/loading/parking area off the street. That concept would be safer and help traffic control on the street; those decisions are up to the school. There were a few minor changes that Wenck will take care of prior to the Utility Commission reviewing the report.
2. Handicap Parking Stall Request for Avera Eye Medical on the corner of 10th street & 4th Avenue. The committee stated if Avera is unable to use the private parking lot to the west of their building they would agree to the new handicap parking stall on the west side of 4th Avenue only if the sign can be placed on the current Stop Sign post. If not then a post would have to be installed on the sidewalk making snow removal difficult. Nothing would change for stripping on the street other than painting the handicap sign on the road surface. Caldwell was instructed to contact Avera following the meeting. On 10/19/12 Caldwell inspected the site and the stop sign post is too far south of the last parking stall. Caldwell then contacted Avera about the option for using the private parking lot west of their building. They said that wasn't available and they also stated they wouldn't have a problem if the city decided not to proceed with a handicapped space on the street as they have only had a couple requests from their customers. 10/24/12 the Street Committee was contacted by Caldwell and they unanimously agreed to deny the request following further review.

Continued page 2

Continued Page 2 Street Committee Meeting October 18, 2012

3. Review 18th Avenue Storm Water Information from SEH The group reviewed some maps showing areas could be affected during major heavy rain events (100 year storm) with the present storm sewer system. In the information it also highlighted the advantages if there was a 1-2 foot berm constructed north of Red Leaf Court and Maple Park Circle, however; it would have to be constructed on private properties.

If the department monitored the storm sewer on 18th Avenue and on Red Leaf Court following heavy rain events, we could open or reduce the water flow running into that storm water main inlet which could reduce some street flooding. Only during extremely heavy rain events (100 year storm) the installation of a berm would be beneficial according to the survey information.

4. Salt/Sand storage building progress; the contractor is 85% done with construction of the new building west of the street department shop. Caldwell is hopeful they will be using the facility by October 26th. Following completion of the building the department will no longer need to use the MNDOT or Cottonwood County Highway Department storage facilities in the future.
5. Meeting adjourned 7:00 p.m.

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
October 24, 2012

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on October 24, 2012 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Member Present: Glen Francis, Tom Riordan

Member Absent: None

City Council Liaison: Dominic Jones, Present

Staff Present: Steve Nasby, City Administrator; Chelsie Carlson, Finance Director/Controller; Bruce Caldwell, Street Superintendent; Aaron Backman, Economic Development Director; Marv Grunig, Electric Utility Manager; and Mike Haugen, Water / Wastewater Superintendent

Others Present: Kelly Yahnke (Bolton & Menk) and Dennis Johnson, Wenck Associates, Inc.

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the September 19, 2012, Utility Commission minutes as presented. Motion carried 3-0.

WATER/WASTE WATER ITEMS

2013 Street Project – Dennis Johnson, Wenck Associates presented the feasibility study for the 2013 Street Project. The project includes replacement of sanitary sewer and watermain utilities and upgrading storm sewer and streets on several city streets in Windom. The study included three categories of streets based on need of repair to either the sanitary sewer or streets. The Primary Streets are in the most need of repair. There are also two categories of Alternates that could be included in the project based on bids received. Johnson reviewed each street included in the project and the condition of the utilities with the Commission. Johnson estimated the total cost of the project including the Primary streets and the Alternates at approximately \$4.1M. The Utility Commission recommended forwarding the project on to the City Council.

PM Windom Update – Kelly Yanke, Bolton & Menk gave an update on the PM Windom expansion project. PM Windom has started making upgrades to their treatment process. They are currently dredging Lagoon #1. They have installed more surface aerators and also hired an additional DAF operator. Haugen reported noticeable improvements to PM Windom loadings already. Yanke explained PM Windom is evaluating two options to accommodate their additional water treatment needs related to their future expansion project. Yanke also outlined

upgrades that would be needed to the City's system under each option. Yanke is still working on the cost breakdown under both options and hopes to have numbers available next week.

At the previous meeting Greg Miller, PM Windom made a request in writing to amend the SIU amendment previously passed to increase the CBOD loadings from 400 to 500 lbs/day.

Motion by Riordan, seconded by Francis, to recommend approval of the amendment to PM Windom SIU agreement allowing 500 lbs/day CBOD load. Motion carried 3-0.

2013 Wastewater Rates –Nasby explained the Commission discussed Wastewater rates extensively last year talked about increasing rates by 5% in both 2012 and 2013 to cover debt service related to the Wastewater Treatment Plant project. At that time, the Commission raised the 2012 rates 5% with the plan to also increase 2013 rates by 5% as well. With no significant changes in circumstances from last year, the Commission decided to stay with the plan as discussed in the prior year.

Motion by Riordan, seconded by Francis, to recommend approval of an increase in 2013 Wastewater rates by 5%. Motion carried 3-0.

Toxicity Update – Yanke reported the last sample taken from the Wastewater Treatment Plant has been sent back for re-evaluation.

ELECTRIC ITEMS

Minnesota Electric Rate Survey– Grunig presented a report showing the 2011 Average Revenue per kWh for Minnesota cities published by American Public Power Association. Grunig reported that Windom is ranked 18th out of 124 municipal utilities. He explained the cities with lower rates usually have long-standing energy contracts as Windom does. Windom has been ranked near the top (least expensive power costs) for several years.

Western Area Power Contract Discussion – Grunig presented a memo from Western Area Power Administration reporting the completion of the final review of the drought adder and the final determination that there will be no change to the rate in 2013. Grunig explained that rates for this WAPA contract which provides ½ of Windom's energy costs for 2013 will not change.

Grunig also informed the Commission that the 30 year extension contract from WAPA has been received and will be reviewed by the City Attorney, himself, and the City Administrator before being presented to the Commission and City Council for approval.

13.8 kV Distribution Circuit # 6–Grunig received information from PM Windom regarding their increased energy needs related to the possible future expansion. The preliminary information indicated a 50-70% increase in capacity requirements and energy consumption. Grunig plans to have Mike Theilen from Utilities Plus Energy Services perform an energy assessment once the expansion project is more definite.

Residential Apartment Rate Discussion – Grunig informed the Commission that Riverview Apartments is being billed as a Residential customer, as are all residential units, but has a demand meter and has surpassed the threshold for being billed as an Industrial customer. This is the only residential customer that has a demand meter. The current policy for demand billing is only for non-residential customers. The question for the Commission is if this customer should continue being billed as a residential customer or if they should receive demand billing. The Commission decided to revisit this issue at the next meeting.

Unit 31 Replacement – Grunig presented a quote from Higley Ford to replace the Unit 31 one ton pickup. Unit 31 is a 2004 model but was in a severe accident several years ago and is in need of replacement. The replacement of Unit 31 was included in the 2012 Capital Improvement budget for the Electric department. The current quote for 2013 F-Series is approximately \$21,000 after trade-in.

Motion by Riordan, seconded by Francis to accept the quote from Higley Ford to replace Unit 31. Motion carried 3-0.

REGULAR BILLS

Motion by Riordan, seconded by Francis, to approve bills presented. Motion carried 3-0.

OLD BUSINESS

None

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 12:40 p.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Chay
Middle name
Alan
Last Name
Rossow
Date of Birth
12/19/1973
Driver's License Number
V382203719313
State of Issue
Minnesota
Solicitor's Address
210 Hunter St.
Lakefield, Minnesota 56150
United States
[Map It](#)

Phone
(507)841-8111
Email
chay.rossow@gmail.com

Name of Business/Organization
Insulation USA, LLC
Address of Business/Organization
915 Emerald Pines Drive
Arnolds Park, Iowa 51331
United States
[Map It](#)

Business/Organization Phone
(888)669-7310

Purpose of Solicitation
Talking with customers about becoming more energy efficient and offering air sealing and attic insulation.
If door to door solicitation, indicate area to be solicited
Residential District

Acknowledgement

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

11/2/12
Date

submitted online
Applicant's Signature

I have on 11/2/12, 10: collected from applicant \$ 60.00 as prescribed in Section 6.40 of the City Code.

City Clerk

Referred to the Police Chief on 11/2/12
Recommendation: Approved Disapproved _____ If disapproved, give reason: _____

11/02/12
Date

Scott Peterson, Chief
Police Chief

Judd

Middle name

Raymond

Last Name

Ferguson

Date of Birth

08/29/1985

Driver's License Number

179510934

State of Issue

Utah

Solicitor's Address

2201 Burr Oak Rd
Milford, Iowa 51351
United States
[Map It](#)

Phone

(712)330-8480

Email

juddferguson@gmail.com

Name of Business/Organization

Insulation USA

Address of Business/Organization

915 Emerald Pines Drive
Arnolds Park, Iowa 51331
United States
[Map It](#)

Business/Organization Phone

(888)669-7310

Purpose of Solicitation

To sell insulation to residents, in attempt to eliminate energy waste.

If door to door solicitation, indicate area to be solicited

Residential District

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

11/2/12
Date

Submitted online
Applicant's Signature

I have on 11/2/12, ~~10~~ collected from applicant \$ 60.00 as prescribed in Section 6.40 of the City Code.

City Clerk

Referred to the Police Chief on 11/2/12.
Recommendation: Approved Disapproved . If disapproved, give reason: _____

11/02/12
Date

Scott Peters, Chief
Police Chief

Approved by the City Council on _____, 19____.

Hagan
Middle name
Edward
Last Name

Hoopes
Date of Birth
08/22/1989

Driver's License Number
PA112091J

State of Issue
Idaho

Solicitor's Address
1514 hill ave
spirit lake, Iowa 51331
United States
[Map It](#)

Phone
(208)270-9624

Email
haganhoopes5@gmail.com

Name of Business/Organization
Insulation USA

Address of Business/Organization
915 emerald pines dr
Arnold's park, Iowa 51331
United States
[Map It](#)

Business/Organization Phone
(712)330-8480

Purpose of Solicitation
Sell insulation to lower customers energy costs.

If door to door solicitation, indicate area to be solicited
Residential District

Acknowledgement

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

11/2/12
Date

submitted online
Applicant's Signature

I have on 11/2/12, 19 collected from applicant \$60.00 as prescribed in Section 6.40 of the City Code.

City Clerk

Referred to the Police Chief on 11/2/12
Recommendation: Approved X Disapproved _____ If disapproved, give reason: _____

11/02/12
Date

Scott Peter, Chief
Police Chief

First Name

Lance

Middle name

n/a

Last Name

Miranda

Date of Birth

04/06/1988

Driver's License Number

PA111337I

State of Issue

Idaho

Solicitor's Address

1514 hill ave apt#23
Spirit Lake, Iowa 51331
United States
[Map It](#)

Phone

(208)932-3242

Email

lance.miranda23@gmail.com

Name of Business/Organization

Insulation USA

Address of Business/Organization

915 emerald pines dr
Arnolds park, Iowa 51331
United States
[Map It](#)

Business/Organization Phone

(712)330-8480

Purpose of Solicitation

To sale insulation.

If door to door solicitation, indicate area to be solicited

Residential District

Initial Investigation Fee - \$20.00

Annual License Fee - \$40.00

11/2/12

Date

Submitted on line

Applicant's Signature

I have on 11/2/12, ~~18~~ collected from applicant \$ 60.00 as prescribed in Section 6.40 of the City Code.

City Clerk

Referred to the Police Chief on 11/2/12

Recommendation: Approved Disapproved If disapproved, give reason: _____

11/02/12
Date

Sarah Filer Chief
Police Chief

10/10/2011
25.00 # 84143
CK 5186

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

<p>An exempt permit may be issued to a nonprofit organization that: - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.</p>	Application fee	
	<p><u>If application posted or received:</u> less than 30 days before the event \$100</p>	<p>more than 30 days before the event \$50</p>

ORGANIZATION INFORMATION

Organization name Cottonwood County Pheasants Forever Chapter # 139	Previous gambling permit number x-17003-12-001
--	---

Minnesota tax ID number, if any	Federal employer ID number (FEIN), if any 41-1429149
---------------------------------	---

Type of nonprofit organization. Check one.

<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious	<input type="checkbox"/> Veterans	<input checked="" type="checkbox"/> Other nonprofit organization
------------------------------------	------------------------------------	-----------------------------------	--

Mailing address 33461 430th Ave	City Windom	State MN	Zip code 56101	County Cottonwood
------------------------------------	----------------	-------------	-------------------	----------------------

Name of chief executive officer [CEO] Thomas Hansen	Daytime phone number 507-830-0633	E-mail address thansen30@hotmail.com
--	--------------------------------------	---

NONPROFIT STATUS

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

<input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing. Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103 Phone: 651-296-2803
<input type="checkbox"/> IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
<input checked="" type="checkbox"/> IRS - Affiliate of national, statewide, or International parent nonprofit organization [charter] If your organization falls under a parent organization, attach copies of both of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. Johnson Hardware
--

Address [do not use PO box] 858 4th Ave	City or township Windom	Zip code 56101	County Cottonwood
--	----------------------------	-------------------	----------------------

Date[s] of activity. For raffles, indicate the date of the drawing. December 14th, 2012
--

Check each type of gambling activity that your organization will conduct. <input type="checkbox"/> Bingo* <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Paddlewheels* <input type="checkbox"/> Pull-tabs* <input type="checkbox"/> Tipboards*
--

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

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP -If required by county. On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature _____ Date _____

Print name Thomas Hansen

Print form and have CEO sign

REQUIREMENTS

Reset form

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- a copy of your proof of nonprofit status, and
- application fee. Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

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

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

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

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Paul 10/31/12 25.00
 OK 1248 # 84157

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.	Application fee	
	If application posted or received: less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION

Organization name: Windom Youth Hockey Assoc
 Previous gambling permit number: 00998-004

Minnesota tax ID number, if any: _____ Federal employer ID number (FEIN), if any: _____

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

Mailing address: PO Box 41 City: Windom State: MN Zip code: 56101 County: Cottonwood

Name of chief executive officer [CEO]: Jenny Hedquist Daytime phone number: 507-822-1678 E-mail address: hedquist@mvtvwireless.com

NONPROFIT STATUS

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

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
 F O E

Address [do not use PO box]: 821 4th Ave City or township: Windom Zip code: 56101 County: Cottonwood

Date[s] of activity. For raffles, indicate the date of the drawing.
 December 19, 2012

Check each type of gambling activity that your organization will conduct.
 _____ Bingo* Raffle _____ Paddlewheels* _____ Pull-tabs* _____ Tipboards*

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

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP -If required by county. On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature *Jenny Hedquist* Date 10-30-12

Print name Jenny Hedquist

Print form and have CEO sign

REQUIREMENTS

Reset form

- Complete a separate application for:**
- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- a copy of your proof of nonprofit status, and
- application fee. Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required
A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

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

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

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

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. 2012-__

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF
COMMUNICATION SYSTEM ANNUAL APPROPRIATION REFUNDING BONDS,
SERIES 2012B**

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

Section 1. Bond Purpose, Authorization, and Award.

1.01 Purpose and Authority.

A. Pursuant to authority contained in Minnesota Statutes, Chapter 475 (the "Act"); the authority conferred by the voters of the Issuer pursuant to an election duly called and held on November 8, 2000 (the "2000 Election"); and the Issuer's home rule Charter (the "Charter"), the Issuer has previously issued its \$9,470,000 Communication System Revenue Bonds, Series 2004, dated June 1, 2004 (the "2004 Bonds"). \$8,940,000 in stated principal amount of the 2004 Bonds (the "2004 Refunded Bonds") is subject to redemption and prepayment on February 1, 2012 and any business day thereafter (the "2004 Bonds Redemption Date") at a price of par. The 2004 Bonds were issued for the purpose of financing the costs of construction of a broadband communication system throughout the City of Windom (the "2004 Project"). The 2004 Bonds were payable primarily from net revenues derived from the operation of the Issuer's telecommunications utility (the "Utility").

B. Pursuant to (i) the Act, (ii) the 2000 Election, (iii) the Charter, (iv) Resolution No. 2004-20 adopted by the City Council on May 18, 2004 entitled "Resolution Providing for the Issuance, Sale and Delivery of \$9,470,000 Communication System Revenue Bonds, Series 2004, of the City of Windom, Minnesota, to Pay a Portion of the Costs of Construction of a Broadband Communication System; Establishing the Terms and Conditions Therefor; Creating Certain Accounts and Funds Therefor; and Awarding the Sale Thereof" (the "2004 Resolution") and (v) Resolution No. 2009-45 adopted by the City on November 3, 2009 (the "2009 Resolution", and together with 2004 Resolution, the "Prior Resolutions"), the City Council issued its \$2,400,000 Temporary General Obligation Equipment Certificates, Series 2009B, dated December 2, 2009 (the "2009 Bonds," and together with the 2004 Bonds, the "Prior Bonds"). \$2,400,000 in stated principal amount of the 2009 Bonds (the "2009 Refunded Bonds," and together with the 2004 Refunded Bonds, the "Refunded Bonds") matures on December 1, 2012 (the "2009 Bonds Maturity Date," and together with the 2004 Bonds Redemption Date, the "Redemption Dates" or individually, a "Redemption Date"). The 2009 Bonds were issued as additional bonds authorized by the 2004 Resolution adopted by the Issuer to refund bonds previously issued by the Issuer to pay costs incurred in the completion of the 2004 Project (as so completed, the "Project").

C. The principal of and interest on the Bonds (as defined in Section 2.01 hereof) shall be paid primarily from revenues of the Utility in excess of amounts used to pay claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the

Utility; and to maintain such reasonable reserves for such expenses as the Commission shall determine to be necessary from time to time (the "Net Revenues").

D. Pursuant to Ordinance 124 2nd Series, adopted November 18, 2003, the Windom Telecommunications Commission (the "Commission") shall generally have the duties of installation, operation and maintenance of all telecommunications systems (voice, data and video) within the Issuer, providing telecommunications services through the use of Issuer-owned facilities to the citizens of the Issuer, must fix and determine all rates and charges for all telecommunications services to the citizens of the Issuer, and establish rules, regulations and procedures concerning the connection and sale of said services.

E. By resolution adopted on September 18, 2012 the City Council authorized Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor to negotiate the sale of the Bonds with Piper Jaffray & Co. in Minneapolis, Minnesota (the "Purchaser"), among other matters.

F. By resolution adopted on October 16, 2012 (the "October 16 Resolution"), the City Council authorized the Mayor and the Administrator (the "Pricing Committee"), to execute a bond purchase agreement with the Purchaser for the purchase of the Bonds (the "Bond Purchase Agreement"), subject to certain parameters.

G. The Pricing Committee has executed the Bond Purchase Agreement and has reported back to the City Council that, based on information provided by Ehlers, the terms of the Bonds set forth in the Bond Purchase Agreement are within the parameters established in the October 16 Resolution.

1.02 Ratification and Approval. The Bond Purchase Agreement and the terms and conditions of the Bonds set forth therein, subject to the terms and conditions of this Resolution, are ratified and approved. The actions of the Pricing Committee are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Date and Maturities. A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated "Communication System Annual Appropriation Refunding Bonds, Series 2012B" (the "Bonds") in the aggregate principal amount of \$ _____, dated the date of closing and delivery to the Purchaser, as the date of original issue, issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

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

Year	Interest Rate	Amount

2.02 Interest Payment Dates; Record Date.

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

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the "Holder") and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

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

2.03 Redemption.

A. Optional Redemption. The Bonds maturing in the years 2013 through 2020 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2021 and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on June 1, 2020, and on any business day thereafter, in whole or in part (and if in part, by maturities as may be directed by the Issuer, and within a maturity by lot in such manner described below) at a price of par plus accrued interest to the redemption date.

B. The Bonds maturing on June 1 in the years ___ and ___ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.03B at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on June 1 in each of the following years the following stated principal amounts:

For Bonds maturing on June 1, 20__:

Year	Amount

For Bonds maturing on June 1, 20__:

Year	Amount

For Bonds maturing on June 1, 20__:

Year	Amount

For Bonds maturing on June 1, 20__:

Year	Amount

C. The Issuer may prepay the Bonds on any business day, if the Utility is damaged or destroyed or taken in condemnation proceedings and the Issuer shall determine not to rebuild, repair, restore or replace the Utility, as further provided in Section 4.01D of this Resolution.

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

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

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

2.05 Designation of Bond Registrar. The City Council appoints Bond Trust Services Corporation, in Roseville, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such trust company or its successors is herein referred to as the "Bond Registrar"). No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the Issuer. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the Issuer on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

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

2.07 Use of Global Book Entry System.

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

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

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

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

2.08 Registration and Replacement of Bonds.

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

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

C. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees.

Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.09 Bond Register. The Issuer shall cause to be kept by the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount, as requested by the transferor.

2.10 Transfer and Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

2.11 Payment.

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

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

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

Section 3. Form of the Bonds.

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

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF COTTONWOOD

R-___ \$ _____

CITY OF WINDOM
COMMUNICATION SYSTEM ANNUAL APPROPRIATION REFUNDING
BONDS, SERIES 2012B

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
___%	_____, 20__	_____, 2012	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

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

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Bond Trust Services Corporation, in Roseville, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the

close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

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

Optional Redemption. The Bonds of this issue maturing in the years 2013 through 2020 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2021 and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on June 1, 2020, and on any business day thereafter, in whole or in part (and if in part, by maturities as may be directed by the Issuer, and within a maturity by lot in such manner described below) at a price of par plus accrued interest.

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

Extraordinary Optional Redemption. The Bonds are subject to extraordinary prepayment on any business day in whole or in part, in an amount equal to the principal amount to be redeemed, plus accrued interest to the prepayment date, upon the happening of certain events of damage to or destruction or condemnation of the Utility.

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

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

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the aggregate amount of \$ _____, all of like date and tenor, except as to number, maturity date, denomination, redemption privilege and interest rate, pursuant to the authority contained in Minnesota Statutes, Chapter 475, authority conferred by the voters of the Issuer pursuant to an election duly called and held on November 8, 2000; and the Issuer's home rule Charter (the "Charter"), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Issuer on November 6, 2012 (the "Resolution"), for the purpose of financing the costs of construction of a broadband communication system throughout the City of Windom and paying costs associated with issuance of the Bonds. This Bond and the interest thereon are payable solely and exclusively from the net revenues to be derived from the operation of the Issuer's telecommunications utility (the "Utility") in excess of normal, reasonable and current costs of the operation and maintenance of the Utility, and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. In the event of any default hereunder, the registered owner of this Bond may exercise any of the rights and privileges granted by the Laws of the State of Minnesota, subject to the provisions of the Resolution. The Bonds of this issue are a first and prior lien upon the net revenues of the Utility of the Issuer, except that the Issuer is authorized under certain conditions to issue additional revenue obligations on a parity of lien with this Bond. Reference is made to the Resolution for a full statement of rights and powers thereby conferred.

Annual Appropriation. The Issuer will, to the extent necessary and allowed by law, appropriate moneys from any legally available sources, within such limitations as may be prescribed by law, for the payment of expenses of administration, operation and maintenance of the Utility, including principal of and interest on the Bonds of this series, and such moneys will be paid into the Fund as defined in the Resolution.

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

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate. Notwithstanding the foregoing, no transfer or exchange of this Bond shall be effected by the Bond Registrar if notice of redemption of this Bond has been given in accordance with the Resolution or to make any such exchange or transfer of this Bond during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

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

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

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

IT IS CERTIFIED AND RECITED that all acts and conditions required by the laws and the Constitution of the State of Minnesota and the Charter, to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding limited obligation of the Issuer in accordance with its terms, have been done and do exist in form, time and manner as so required; that the Issuer has pledged and appropriated the net revenues of the Utility for the payment of the principal and interest when due on this Bond, and has covenanted and agreed that it will cause the imposition and collection of just and equitable charges for all use and for the availability of all facilities of the Utility at the times and in the amounts required to pay the normal, reasonable and current expenses of operating and maintaining the Utility, and also to produce net revenues which will be at least adequate at all times to pay the principal and interest due on the Bonds of this series; and that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional, charter or statutory limitation.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile or manual signature of the Mayor and attested by the facsimile or manual signature of the City Administrator.

ATTEST:

City Administrator

Mayor

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

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

BOND TRUST SERVICES CORPORATION
Roseville, Minnesota

By _____
Authorized Representative

REGISTRATION CERTIFICATE

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

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
___/___/12	Cede & Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No.: 13-2555119	_____

ASSIGNMENT

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

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and irrevocably constitutes and appoints _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

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

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Covenants.

4.01 Operating Covenants. For the protection of the holders of the Bonds (as defined below) from time to time outstanding, the Issuer herein covenants and agrees and the Commission by resolution has covenanted and agreed to and with the holders thereof from time to time, as follows:

A. to at all times adequately maintain and efficiently operate the Utility or cause the Utility to be adequately maintained and efficiently operated as a municipal utility;

B. to from time to time make or cause to be made all needful and proper repairs, replacements, additions and betterments to the equipment and facilities of the Utility so that it may at all times be operated properly and advantageously, and whenever any equipment of the Utility shall have been worn out, destroyed or otherwise become insufficient for proper use, to promptly replace or repair it so that the value and efficiency of the Utility shall be at all times fully maintained and its revenues unencumbered by reason thereof;

C. to maintain the Utility or cause the Utility to be maintained free from all liens and in good and efficient operating condition;

D. except as otherwise provided in Section 4.02, to not sell, lease, mortgage, or in any manner dispose of the Utility or any part thereof including any and all extensions and additions that may be made thereto until all bonds payable from the revenues of the Utility or a part thereof have been paid in full;

E. to procure and keep in force or cause to be procured and kept in force insurance upon the Utility of a kind and in an amount which would normally be carried by private companies in a like business, including public liability insurance, with an insurer or insurers in good standing;

F. to keep in full force and effect or cause to be kept in full force and effect fiduciary bonds on employees in charge of the Utility;

G. except as otherwise provided in Section 4.02, in the event that all or any part of the Utility is destroyed or damaged or condemned, to restore and/or replace the Utility at the Issuer's sole cost and expense;

H. to keep or cause to be kept proper books, records and accounts adapted to the Utility separate from other accounts and to cause such accounts to be audited by a certified public accountant at the end of each fiscal year;

I. to furnish copies of such audit, without cost, to the original purchaser of the Bonds or any holder or holders of the Bonds at their request within 150 days after the close of each fiscal year;

J. to faithfully and punctually perform all duties with reference to the Utility required by the Constitution and laws of the State of Minnesota, the Charter and this Resolution;

K. to grant no franchise to any competing utility unless denial of such a franchise is in violation of any law;

L. unless otherwise provided herein, to continue to maintain and efficiently operate the Utility or cause the Utility to be maintained and efficiently operated as a revenue producing public utility and convenience, free from competition from like enterprises of the Issuer; and

M. to cause all revenues from the Utility to be deposited in bank accounts and credited to the Fund and accounts as hereinabove provided, and make no expenditures from those accounts except for a duly authorized purpose and in accordance with this Resolution.

4.02 Limitations; Operating Expenses; Certain Rights of Bondholders.

A. The covenants in Section 4.01 above shall not be construed to prevent (i) the sale by the Issuer at fair market value of real estate, equipment or other non-revenue-producing properties which in the judgment of the Issuer have become unnecessary, uneconomical or inexpedient to use in connection with the Utility provided that suitable facilities are obtained in place thereof or in the judgment of the Issuer and the Commission, the sale will not adversely affect the Utility earnings or ability to meet required financial obligations or (ii) the sale of the Utility or any part thereof if simultaneously with or prior to the sale all of the outstanding Bonds are discharged in accordance with Section 6.05 of this Resolution.

B. Except as otherwise provided in this section and Section 4.01, properties constituting capital assets shall not be sold or disposed of except at their fair market value, and the proceeds of any such sale or disposition shall be used either to procure other capital assets of equal utility in the operation and maintenance of the Utility or to pay revenue obligations issued pursuant to this Resolution and made payable from the Debt Service Account.

C. If, in the reasonable judgment of the Issuer, the Utility cannot reasonably be restored within six months of its destruction, damage or condemnation to substantially its condition immediately preceding such event, or the Utility cannot be used to carry on the purpose for which it was intended for six months after such event, or the estimated cost of restoration of the Project would exceed twenty percent of the original stated principal amount of the Bonds, the Issuer may elect not to restore the Utility and instead prepay the Bonds under the terms of Section 2.03C or Section 6.05 of this Resolution;

D. Premiums for insurance and the expense of preparation of any audit required hereunder shall be paid as current operating expenses of the Utility.

E. If the Issuer or Commission fails to provide any audit required hereunder at the times required hereunder, the holders of 20% or more of the outstanding Bonds may cause such audit to be made at the expense of the Issuer.

F. The original purchaser of the outstanding Bonds and the holders thereof, or their duly appointed representatives, from time to time shall have the right at all reasonable times, to inspect the Utility and to inspect and copy the books, records, accounts and data relating thereto.

4.03 Revenue Covenants. For the protection of the holders of the Bonds from time to time outstanding, the Issuer herein covenants and agrees and the Commission has covenanted and agreed to and with the holders thereof from time to time as follows:

A. They will permit no free service to any consumer or utility. The Commission will set rates and charges for all telecommunications service supplied to the Issuer and its residents and to all consumers to be reasonable and just, taking into account the cost and value of the Utility, the cost of maintaining and operating the Utility and the proper and necessary allowances for depreciation and the amounts required for the

payment of principal and interest on any Bonds payable from the net revenues of the Utility.

B. The Issuer will cause the Commission to establish, maintain and collect such charges and rates as will produce revenues sufficient to pay the reasonable cost of operation and maintenance of the Utility and to pay 110% of the interest on and principal of all Bonds as and when they become due as well as to provide sufficient money to make the required appropriations to the various accounts established herein.

4.04 Tax Covenants.

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

B. The Issuer expects all proceeds of the Bonds will be spent within six months of the date of closing and delivery of the Bonds. In the event proceeds of the Bonds are not spent, the Issuer will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

C. In the event the amounts on deposit in the Bond Reserve Account in the Fund (hereinafter created or continued, as the case may be) exceed, at the time of testing, the lesser of: (i) 10% of the outstanding principal amount of the Bonds, (ii) 125% of the average annual amount of principal and interest due on the Bonds in any future calendar year, or (iii) the maximum amount of principal and interest due on the Bonds in any future calendar year, such excess will be held in a separate subaccount in the Bond Reserve Account and invested at a yield not in excess of the yield on the Bonds.

Section 5. Funds, Accounts, Investments, Appropriations and Revenues.

5.01 The Fund. There is continued the special enterprise fund of the City designated the "Telecommunications Fund" (the "Fund") administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Issuer and the Commission will place or cause to be placed all charges for the use and availability of the Utility, when collected, and all money received from the sale of any facilities or equipment of the Utility in the Fund. Except as provided in this Section, this Fund shall be used only to pay claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Utility; and to

maintain such reasonable reserves for such expenses as the Commission shall determine to be necessary from time to time. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund separate accounts, to be designated the "Refunding Account," the "Costs of Issuance Account," the "Debt Service Account," and the "Bond Reserve Account," respectively:

A. *Refunding Account.*

(1) On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds, less the Accrued Interest, if any, and less any amounts allocated to the Costs of Issuance Account, the Debt Service Account, and the Bond Reserve Account, to the Refunding Account.

(2) Moneys on deposit in the Debt Service Account in the Fund established for the 2004 Bonds in the 2004 Resolution and the Debt Service Account in the Temporary General Obligation Equipment Certificates, Series 2009B Fund established in the 2009 Resolution (together, the "Prior Debt Service Accounts") are pledged and appropriated and shall be transferred to the Refunding Account for payment of the Refunded Bonds on the respective Redemption Dates; provided, that moneys in the Debt Service Account established for the 2009 Bonds may only be used for payment of the 2009 Bonds.

(3) Proceeds on deposit in the Refunding Account, along with monies on deposit therein and other monies available therefor, must be used to redeem and prepay the Refunded Bonds in full on the applicable Redemption Date.

(4) Upon redemption of the Refunded Bonds on the Redemption Dates, the funds and accounts established for the Prior Bonds shall be terminated, and all monies remaining therein not required to refund the Refunded Bonds shall be transferred to the Debt Service Account.

(5) Upon payment in full of the 2009 Bonds on the 2009 Bonds Maturity Date, all Taxes levied under the 2009 Resolution shall be cancelled.

B. *Costs of Issuance Account.* On receipt of the purchase price of the Bonds, the Issuer shall credit to the Costs of Issuance Account the proceeds from the sale of the Bonds in an amount necessary to pay the costs of issuance of the Bonds. In the event the proceeds of the Bonds, after meeting the requirements for deposits to the other accounts in the Fund are insufficient for payment of costs of issuance of the Bonds, the Issuer will appropriate available funds to meet any deficiency. Any balance remaining in the Costs of Issuance Account after payment in full of the costs of issuance of the Bonds shall be transferred to the Debt Service Account.

C. *Debt Service Account.*

(1) There are irrevocably appropriated and pledged to the Debt Service Account: (i) the Net Revenues in such amounts which, along with the Pledged Revenues

(hereinafter defined), will be sufficient to pay the principal of and interest on the Bonds when due; (ii) any moneys appropriated pursuant to Section 5.01F hereof; (iii) the Accrued Interest, if any; (iv) all funds remaining in the Construction Account in the Fund established for the 2004 Bonds in the 2004 Resolution; (v) all funds remaining in the Costs of Issuance Account and the Redemption Account established for the 2009 Bonds in the 2009 Resolution; (vi) interest earnings on the Bond Reserve Account; (vii) any funds remaining in the Refunding Account upon payment in full of the Refunded Bonds; (viii) any funds remaining in the Costs of Issuance Account upon payment in full of the Costs of Issuance of the Bonds; (ix) funds of the Issuer appropriated pursuant to paragraph F of this section; (x) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (xi) investment earnings, if any, on the moneys identified in preceding clauses (i) through (ix). (The funds and investments identified in clauses (ii) through (xi) are referred to herein as the "Pledged Revenues".) The proceeds of the Bonds described in clause (iii) of the preceding sentence shall be used for payment of interest on the Bonds. Immediately prior to each Interest Payment Date, the City Administrator shall transfer to the Debt Service Account amounts of net revenues of the Utility which are sufficient, along with Pledged Revenues then on deposit in the Debt Service Account, for the payment of all interest and principal then due on the Bonds.

(2) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any, on the Bonds and any Additional Bonds hereafter issued by the Issuer and made payable from said account as provided by law; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the City Administrator shall pay the same from the Bond Reserve Account as further described below.

D. *Bond Reserve Account.*

(1) On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds in the amount of \$_____ to the Bond Reserve Account which is 50% of the maximum amount of principal and interest due on the Bonds in any future calendar year (the "Reserve Requirement"). The Bond Reserve Account shall be used only when and if moneys in the Debt Service Account or other moneys available therefor are insufficient to pay principal and interest on the Bonds; provided, however, that the moneys in the Bond Reserve Account may be used to prepay the Bonds, when such prepayment will retire all of the Bonds then outstanding. Whenever any moneys constituting the Bond Reserve Account shall be used to pay principal and interest, the Bond Reserve Account shall be restored to the Reserve Requirement from the next available net revenues, provided however, that the Bond Reserve Account shall terminate whenever there are sufficient funds in the Debt Service Account to pay principal and interest on all outstanding Bonds. In no event may sums in the Bond Reserve Account be used to fund the Debt Service Account so long as there are sufficient net revenues therefor. The balance in the Bond Reserve Account shall be deemed to be the sum of all cash and the cost of all securities held in the account. All earnings on the Bond Reserve Account shall be transferred to the Debt Service Account.

(2) All investment earnings on the Bond Reserve Account shall be transferred to the Debt Service Account for payment of debt service on the Bonds.

E. *Surplus Revenues.* Surplus Utility revenues from time to time received in the Fund, in excess of payments due from and reserves required to be maintained in the Fund and in the accounts described in paragraphs A. through D. above, may be used for necessary capital expenditures for the improvement of the Utility, for the prepayment and redemption of Bonds constituting a lien on the Utility, and for any other proper municipal purpose consistent with the Charter and the policies established by resolution of the City Council.

F. *Annual Appropriation.* The Issuer agrees and the Commission has agreed that on or about September 1 in each year, they will estimate the net revenues of the Utility for the current calendar year and the next succeeding calendar year to determine if there will be sufficient Net Revenues for the payment of debt service on the Bonds. In the event that a shortfall has occurred or is anticipated to occur, the City Council may, but is not obligated to include such shortfall amount in its next annual budget. The Issuer will, to the extent necessary and allowed by law, appropriate moneys from any legally available sources within such limitations as may be prescribed by law, for the payment of expenses of administration, operation and maintenance of the Utility, including principal of and interest on the Bonds, and such moneys will be paid into the Fund.

5.02 Investments. Monies on deposit in the Refunding Account, the Costs of Issuance Account, the Bond Reserve Account and the Debt Service Account may, at the discretion of the Issuer, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of principal and interest on the Bonds when due. Such investments may at any time be liquidated and the proceeds thereof applied for the purpose or purposes for which the applicable account was created. All income derived from such investment shall constitute net revenues of the Utility.

Section 6. Additional Bonds.

6.01 Additional Bonds. The Bonds issued hereunder shall be secured by a first charge and lien upon the net revenues of the Utility. No additional obligations shall be hereafter issued except as provided in this Resolution.

6.02 Additional Parity Bonds.

A. Additional obligations may be issued on a parity of lien with outstanding Bonds ("Parity Bonds"), if:

(i) the annual net revenues of the Utility (with adjustments as hereinafter provided) for the three (3) completed calendar years immediately preceding the issuance of such additional obligations shall have averaged at least 110% of the average annual principal and interest (after taking into account any mandatory redemption schedule) to

become due on all outstanding Parity Bonds, including the proposed additional Parity Bonds, on or before the longest maturity of any of the then outstanding Parity Bonds; and

(ii) amounts on deposit in the Bond Reserve Account are equal to the maximum amount allowed under the Code or such lesser amount either recommended by the Issuer's independent financial advisor or approved by the purchaser of the additional obligations to be issued, but in no event shall the ratable amount on deposit in the Bond Reserve Account allocable to the Bonds be less than the Reserve Requirement, with respect to all outstanding obligations payable from the revenues of the Fund, including any subordinate lien obligations and the additional obligations so to be issued; and

(iii) the interest to become due on any such additional Parity Bonds shall be payable semiannually thereafter on June 1 and December 1 of each year; and

(iv) the principal to become due on such additional Parity Bonds shall be payable on June 1 of each year in which any such principal becomes due.

B. For the purpose of determining the net revenues of the Utility for each of the preceding calendar years as aforesaid, the amount of the gross revenues of the Utility for such years may be adjusted by a Consulting Engineer or by the independent certified public accountant who prepared the last audit report covering the operations of the Utility so as to reflect any changes in the amount of such revenues which would have resulted if any revision of the schedule of rates and charges imposed prior to the time of issuance of any additional bonds had been in effect.

6.03 Refunding Bonds. The Issuer reserves the right and privilege of issuing additional Parity Bonds if and to the extent needed to refund the Bonds and the Issuer further reserves the right and privilege of issuing additional Parity Bonds if necessary to defray the costs incurred in the completion of the improvements to be financed by the Bonds.

6.04 Subordinate Lien Bonds. Except as authorized in this Resolution, the Issuer covenants and agrees and the Commission has covenanted and agreed that they will issue or incur no obligations payable from the net revenues of all or a part of the Utility or constituting in any manner a lien thereon, unless such obligations are secured by a lien on such net revenues which is expressly made junior and subordinate to the lien and charge of the Parity Bonds on the net revenues.

6.05 Defeasance. When there shall have been deposited at any time with a qualified bank or trust company in an irrevocable escrow account for that purpose, cash or direct obligations of or obligations fully guaranteed by the United States of America, the principal and interest on which shall be sufficient to pay the principal of any Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof and to pay all interest with respect thereto at the due dates for such interest or to the date fixed for redemption, for the use and benefit of the holders thereof, then upon such deposit all such Bonds shall cease to be entitled to any lien, benefit or security of this Resolution except the right to receive the funds so deposited, and such Bonds shall be deemed not be outstanding hereunder; and it shall be the duty of the escrow agent to hold the cash and securities

so deposited for the benefit of the holders of such Bonds and from and after such date, redemption date or maturity, interest on such Bonds thereof called for redemption shall cease to accrue.

Section 7. Certificate of Proceedings.

7.01 Proceedings. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser of the Bonds and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

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

7.03 Official Statement. The Mayor and the City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

Section 8. Continuing Disclosure. The Issuer acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the City Administrator are authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 9. Refunding; Findings; Redemption of Refunded Bonds.

9.01 Findings. It is found and determined that:

A. based upon information presently available from the Issuer's financial advisers, the issuance of the Bonds is consistent with covenants in the 2004 Resolution and is necessary and desirable for the reduction of debt service cost to the Issuer and for the adjustment of the maturities in relation to the resources available for their payment;

B. the proceeds of the Bonds and other available funds of the Issuer in the Prior Debt Service Accounts will be sufficient to prepay all of the principal of and interest on the Refunded Bonds on the applicable Redemption Date; and

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

9.02 Notice of Redemption. The 2004 Refunded Bonds shall be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as Attachment A, respectively, which terms and conditions are approved and incorporated herein by reference. Any actions taken by the City Administrator or his or her designee with respect to giving notice of redemption of the 2004 Refunded Bonds in substantially the form set forth in Attachment A are ratified and confirmed.

(remainder of page intentionally left blank)

Adopted November 6, 2012.

Mayor

ATTEST:

City Administrator

ATTACHMENT A

NOTICE OF CALL FOR REDEMPTION

City of Windom, Minnesota

\$9,470,000 Communication System Revenue Bonds, Series 2004

dated June 1, 2004

NOTICE IS GIVEN that, by order of the City of Windom, Minnesota (the "Issuer"), there have been called for redemption and prepayment on *December 27, 2012* (the "Redemption Date") all outstanding bonds of the Issuer designated above, having stated maturity dates of August 1 in the years 2013, 2014 and 2024, both inclusive, totaling \$8,940,000 in outstanding principal amount, and with the following CUSIP numbers:

<u>Certificate No.</u>	<u>Maturity (August 1)</u>	<u>Amount*</u>	<u>Rate</u>	<u>CUSIP No.**</u>
R-5	2013	\$290,000	5.250%	973452 AE 5
R-6	2014	\$325,000	5.375%	973452 AF 2
R-7	2024	\$8,325,000	6.250%	973452 AG 0

The Bonds are being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of U.S. Bank, National Association, 60 Livingston Avenue, 3rd Floor, St. Paul, Minnesota 55107, on or before the Redemption Date.

Dated: November __, 2012

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF WINDOM, MINNESOTA

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

* Indicates full call of stated maturity.

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

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

I, the undersigned, the duly qualified and acting City Administrator of the City of Windom, Minnesota (the "Issuer"), do certify that I am the official custodian of the records of the Issuer, and that I have compared the attached copy with the original records of the Issuer, and that it is a true and correct transcript taken from the records of a meeting of the City Council, held at the City of Windom in said State, on November 6, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as City Administrator of the Issuer on November 6, 2012.

City Administrator

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

Held: November 6, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Cottonwood County, Minnesota, was duly called and held at the City Hall on November 6, 2012, at 8:05 P.M.

The following members were present:

and the following members were absent:

MOTION: Member _____ moved to adopt a resolution entitled "Resolution Providing for the Issuance, Sale and Delivery of Communication System Annual Appropriation Refunding Bonds, Series 2012B," the reading of which was dispensed with by unanimous consent.

SECOND: Member _____

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

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

SOURCES AND USES OF FUNDS

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Dated Date 11/27/2012
Delivery Date 11/27/2012

Sources:	Refunding Series 2004	Refunding Series 2009B	Total
Bond Proceeds:			
Par Amount	8,735,000.00	2,480,000.00	11,215,000.00
Net OID	(41,012.70)	(11,432.65)	(52,445.35)
	8,693,987.30	2,468,567.35	11,162,554.65
Other Sources of Funds:			
Issuer Contribution	272,603.66	77,396.34	350,000.00
Transfer from DSRF	650,000.00		650,000.00
	922,603.66	77,396.34	1,000,000.00
	9,616,590.96	2,545,963.69	12,162,554.65
Uses:			
Refunding Escrow Deposits:			
Cash Deposit	0.28	2,419,800.00	2,419,800.28
SLGS Purchases	9,163,446.00		9,163,446.00
	9,163,446.28	2,419,800.00	11,583,246.28
Other Fund Deposits:			
Debt Service Reserve Fund	310,663.51	88,202.12	398,865.63
Delivery Date Expenses:			
Cost of Issuance	74,381.85	21,118.15	95,500.00
Underwriter's Discount	65,512.50	18,600.00	84,112.50
	139,894.35	39,718.15	179,612.50
Other Uses of Funds:			
Additional Proceeds	2,586.82	(1,756.58)	830.24
	9,616,590.96	2,545,963.69	12,162,554.65

BOND PRICING

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	06/01/2013	220,000	3.000%	1.000%	101.016
	06/01/2014	435,000	3.000%	1.200%	102.687
	06/01/2015	445,000	3.000%	1.390%	103.959
	06/01/2016	460,000	3.000%	1.550%	104.936
	06/01/2017	475,000	3.000%	1.810%	105.132
	06/01/2018	490,000	3.000%	2.020%	105.086
	06/01/2019	500,000	3.000%	2.310%	104.148
	06/01/2020	515,000	3.000%	2.620%	102.575
	06/01/2021	535,000	2.750%	2.910%	98.801
	06/01/2022	545,000	3.000%	3.140%	98.856
		4,620,000			
Term Bonds due in 2027:					
	06/01/2027	3,020,000	3.375%	3.560%	97.917
Term Bonds due in 2032:					
	06/01/2032	3,575,000	3.625%	3.860%	96.799
		11,215,000			

Dated Date	11/27/2012	
Delivery Date	11/27/2012	
First Coupon	06/01/2013	
Par Amount	11,215,000.00	
Original Issue Discount	(52,445.35)	
Production	11,162,554.65	99.532364%
Underwriter's Discount	(84,112.50)	(0.750000%)
Purchase Price	11,078,442.15	98.782364%
Accrued Interest		
Net Proceeds	11,078,442.15	

BOND SUMMARY STATISTICS

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Dated Date	11/27/2012
Delivery Date	11/27/2012
Last Maturity	06/01/2032
Arbitrage Yield	3.451184%
True Interest Cost (TIC)	3.535983%
Net Interest Cost (NIC)	3.523983%
All-In TIC	3.633391%
Average Coupon	3.415640%
Average Life (years)	11.239
Duration of Issue (years)	9.062
Par Amount	11,215,000.00
Bond Proceeds	11,162,554.65
Total Interest	4,305,144.62
Net Interest	4,441,702.47
Bond Years from Dated Date	126,042,111.11
Bond Years from Delivery Date	126,042,111.11
Total Debt Service	15,520,144.62
Maximum Annual Debt Service	797,731.26
Average Annual Debt Service	795,451.60
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	98.782364

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds	4,620,000.00	102.703	2.955%	5.456	2,320.25
Term Bonds due in 2027	3,020,000.00	97.917	3.375%	12.577	3,352.20
Term Bonds due in 2032	3,575,000.00	96.799	3.625%	17.581	4,790.50
	11,215,000.00			11.239	10,462.95

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,215,000.00	11,215,000.00	11,215,000.00
+ Accrued Interest			
+ Premium (Discount)	(52,445.35)	(52,445.35)	(52,445.35)
- Underwriter's Discount	(84,112.50)	(84,112.50)	
- Cost of Issuance Expense		(95,500.00)	
- Other Amounts			
Target Value	11,078,442.15	10,982,942.15	11,162,554.65
Target Date	11/27/2012	11/27/2012	11/27/2012
Yield	3.535983%	3.633391%	3.451184%

BOND DEBT SERVICE

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2013	220,000	3.000%	188,488.20	408,488.20
06/01/2014	435,000	3.000%	362,181.26	797,181.26
06/01/2015	445,000	3.000%	349,131.26	794,131.26
06/01/2016	460,000	3.000%	335,781.26	795,781.26
06/01/2017	475,000	3.000%	321,981.26	796,981.26
06/01/2018	490,000	3.000%	307,731.26	797,731.26
06/01/2019	500,000	3.000%	293,031.26	793,031.26
06/01/2020	515,000	3.000%	278,031.26	793,031.26
06/01/2021	535,000	2.750%	262,581.26	797,581.26
06/01/2022	545,000	3.000%	247,868.76	792,868.76
06/01/2023	565,000	3.375%	231,518.76	796,518.76
06/01/2024	585,000	3.375%	212,450.00	797,450.00
06/01/2025	600,000	3.375%	192,706.26	792,706.26
06/01/2026	625,000	3.375%	172,456.26	797,456.26
06/01/2027	645,000	3.375%	151,362.52	796,362.52
06/01/2028	665,000	3.625%	129,593.76	794,593.76
06/01/2029	690,000	3.625%	105,487.50	795,487.50
06/01/2030	715,000	3.625%	80,475.00	795,475.00
06/01/2031	740,000	3.625%	54,556.26	794,556.26
06/01/2032	765,000	3.625%	27,731.26	792,731.26
	11,215,000		4,305,144.62	15,520,144.62

SUMMARY OF BONDS REFUNDED

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Communication System Revenue Bonds, Series 2004, 2004:					
SERIALS	08/01/2013	5.250%	290,000.00	12/27/2012	100.000
	08/01/2014	5.375%	325,000.00	12/27/2012	100.000
TERM24	08/01/2024	6.250%	8,325,000.00	12/27/2012	100.000
			8,940,000.00		
Temporary General Obligation Equipment Certificates, Series 2009B, 2009B:					
SERIALS	12/01/2012	1.650%	2,400,000.00		
			11,340,000.00		

PRIOR BOND DEBT SERVICE

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2013	2,400,000	1.650%	296,303.13	2,696,303.13
06/01/2014	290,000	5.250%	545,393.76	835,393.76
06/01/2015	325,000	5.375%	529,046.88	854,046.88
06/01/2016	370,000	6.250%	508,750.00	878,750.00
06/01/2017	420,000	6.250%	484,062.50	904,062.50
06/01/2018	470,000	6.250%	456,250.00	926,250.00
06/01/2019	530,000	6.250%	425,000.00	955,000.00
06/01/2020	590,000	6.250%	390,000.00	980,000.00
06/01/2021	630,000	6.250%	351,875.00	981,875.00
06/01/2022	670,000	6.250%	311,250.00	981,250.00
06/01/2023	710,000	6.250%	268,125.00	978,125.00
06/01/2024	760,000	6.250%	222,187.50	982,187.50
06/01/2025	3,175,000	6.250%	99,218.75	3,274,218.75
	11,340,000		4,887,462.52	16,227,462.52

ESCROW REQUIREMENTS

City of Windom, Minnesota
Communication System Annual Appropriation Refunding Bonds, Series 2012B

Period Ending	Principal	Interest	Principal Redeemed	Total
12/01/2012	2,400,000.00	19,800.00		2,419,800.00
12/27/2012		224,274.76	8,940,000.00	9,164,274.76
	2,400,000.00	244,074.76	8,940,000.00	11,584,074.76

RatingsDirect®

Summary:

Windom, Minnesota; Appropriations; General Obligation; Non-School State Programs

Primary Credit Analyst:

Blake E Yocom, Chicago (1) 312-233-7056; blake_yocom@standardandpoors.com

Secondary Contact:

Caroline E West, Chicago (1) 312-233-7047; caroline_west@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Windom, Minnesota; Appropriations; General Obligation; Non-School State Programs

Credit Profile		
US\$11.135 mil communication sys annual approp rfdg bnds ser 2012B dtd 11/01/2012 due 06/01/2032		
Long Term Rating	A/Stable	New
Windom GO		
Long Term Rating	A+/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services has assigned its 'A' long-term rating to Windom, Minn.'s series 2012B communications system annual appropriation refunding bonds, based on the pledge of the city to make payments, subject to annual appropriation, to cover debt service if needed. At the same time, we affirmed our 'AA+' program rating and 'A+' long-term and underlying rating (SPUR) on the city's existing general obligation (GO) debt.

The 'A+' GO rating reflects the city's:

- Stable manufacturing-based rural economy;
- Adequate market value per capita; and
- Very strong reserves with additional liquidity outside the general fund.

Partially offsetting the above strengths, in our view, are the city's below-average but adequate incomes and moderately high debt as a percentage of market value.

The bonds are not general obligations of the city and are payable from net revenues of Windom's municipal broadband communications system. Subject to annual appropriation, the city will make up for any deficiency in communication revenues; accordingly, we rate the bonds one notch below the GO rating due to the appropriation risk. The city will use the bond proceeds to current refund its series 2004 communication system revenue bonds and to pay at maturity the series 2009B temporary GO equipment certificates.

Windom (population: 4,646) is Cottonwood County's seat in southwest Minnesota, about 65 miles from Mankato. The city has two major employers: PM Beef Windom (beef processing, 691 employees) and Toro Co. (lawnmower and snowblower manufacturing, 650). Both companies have weathered the economic downturn with no major layoffs. Other leading employers include the local school district (174), a nursing home (165), and the county (133). Income is adequate, in our opinion, with median household effective buying income at 70% and 76%, of state and national levels, respectively. County unemployment was 5.9% as of August 2012, on par with the state's 5.9% rate and below the nation's 8.1% rate during the same period.

Assessed taxable market value decreased 16.5% to \$162.2 million in 2012 due to the market value exclusion, and

management expects modest growth to resume in 2013. Estimated full market value, a better metric for property prices, of \$206 million in 2012 equates to \$44,348 per capita, which we view as adequate. The property tax base is primarily residential (52%) and commercial and industrial (33.4%); it is diverse, with the 10 leading taxpayers accounting for 19.9% of net tax capacity.

The city's financial position is very strong, as demonstrated by very strong reserves and a trend of general fund surpluses. General fund unassigned reserves have grown to \$2.14 million at fiscal year-end 2011 (Dec. 31) from \$557,000, or 28% of expenditures, in fiscal 2006. The \$360,000 surplus in fiscal 2011 brought the unassigned (reserves are marked assigned for general operations) general fund balance to \$2.14 million, or a very strong 85.4% of expenditures. Management states it has been able to build up financial reserves due to budgeting practices we view as conservative, including budgeting for less local government aid (LGA) than projected. For fiscal 2012, management projects an approximate \$100,000 to \$200,000 surplus. Management attributes the continue positive operations to conservatively budgeting LGA and property tax revenue and expenditure savings. The 2013 budget assumes flat LGA and is break-even with no use of reserves. In fiscal 2011, intergovernmental aid (54%) was the leading revenue stream, followed by property taxes at 30%.

Like many Minnesota municipalities, Windom operates a municipal liquor store that typically transfers roughly \$70,000 of annual profits to the general fund to supplement operations. At fiscal year-end 2011, the liquor fund held \$459,000 in unrestricted cash, which provides additional liquidity. The city's electric fund has also historically contributed to the general fund, demonstrated by a fiscal 2011 transfer of \$175,000. Management indicates both transfers will continue annually.

Standard & Poor's considers Windom's financial management practices "good" under its Financial Management Assessment methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or regularly monitor all of them. Highlights include at least quarterly reports on budget-to-actual results to the council while the mayor receives monthly updates on budgetary results. The city engages in long-term capital planning and updates its capital improvement plan annually. It adheres to a formal fund balance policy of keeping 75% of expenditures in general fund reserves. The city lacks a formalized debt management and long-term financial planning policies.

Excluding self-supporting enterprise debt, overall debt is moderate, in our opinion, at \$4,240 per capita, but moderately high at 9.6% of market value. We consider debt amortization above average, with officials planning to retire 87% over 10 years. Carrying charges were elevated, in our opinion, at 20.9% of governmental expenditures, less capital outlay, in fiscal 2011. Officials are considering issuing additional debt in 2013 for a street reconstruction project.

Windom does not provide retirees with other postemployment benefits. They can participate in the city's health insurance plan; however, they are required to pay for the entire premium cost. The defined-benefit plans administered by the Minnesota Public Employees' Retirement Association (PERA) cover all full-time and certain part-time city employees. PERA administers the General Employees' Retirement Fund (GERF) and Public Employees' Police & Fire Fund (PEPFF), cost-sharing, multiple-employer retirement plans. In fiscal 2011, contributions to GERF and PEPFF were \$165,319 and \$64,285, respectively, which equated to a combined 4.9% of total governmental expenditures.

Outlook

The stable outlook reflects our view that management will likely maintain balanced operations and reserves we consider at least strong. We do not expect to change the rating within the outlook's two-year horizon given our opinion that management will likely maintain reserves we consider strong based on prudential financial management policies and conservative budgeting practices. In addition, it is our opinion that management will likely maintain the financial stability of its enterprise operations, as well as the debt obligations of those funds.

Related Criteria And Research

- USPF Criteria: GO Debt, Oct. 12, 2006
- USPF Criteria: State Credit Enhancement Programs, Nov. 13, 2008
- USPF Criteria: Appropriation-Backed Obligations, June 13, 2007

Ratings Detail (As Of October 22, 2012)		
Windom GO rfdg bnds		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Windom GO wtr & swr rev bnds		
<i>Long Term Rating</i>	AA+/Stable	Affirmed
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed

Complete ratings information is available to subscribers of RatingsDirect on the Global Credit Portal at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

Copyright © 2012 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED, OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses, and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw, or suspend such acknowledgement at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal, or suspension of an acknowledgement as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain nonpublic information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.standardandpoors.com (free of charge), and www.ratingsdirect.com and www.globalcreditportal.com (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.standardandpoors.com/usratingsfees.

McGRAW-HILL

**STANDARD
& POOR'S**
RATINGS SERVICES

130 East Randolph Street
Suite 2900
Chicago, IL 60601
tel 312 233-7001
reference no.: 1234302

October 22, 2012

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

**Re: *US\$11,135,000 Windom, Minnesota, Communication System Annual Appropriation
Refunding Bonds, Series 2012B, dated: November 01, 2012, due: June 01, 2032***

Dear Mr. Nasby:

Pursuant to your request for a Standard & Poor's rating on the above-referenced issuer, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned a rating of "A". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would

STANDARD
& POOR'S

Page | 2

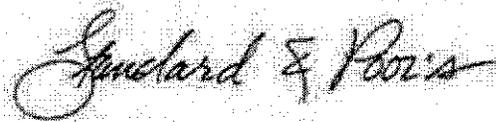
facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

Standard & Poor's is pleased to be of service to you. For more information on Standard & Poor's, please visit our website at www.standardandpoors.com. If we can be of help in any other way, please call or contact us at nypublicfinance@standardandpoors.com. Thank you for choosing Standard & Poor's and we look forward to working with you again.

Sincerely yours,

A handwritten signature in cursive script that reads "Standard & Poor's". The signature is dark and appears to be written in ink.

Standard & Poor's Ratings Services
a Standard & Poor's Financial Services LLC business.

sp
enclosures

cc: Ms. Deb Peterson
Ms. Denise Nichols
Ms. Kara Meverden, CIPFA
Mr. Todd Hagen

STANDARD
& POOR'S

**Standard & Poor's Ratings Services
Terms and Conditions Applicable To Public Finance Ratings**

You understand and agree that:

General. The ratings and other views of Standard & Poor's Ratings Services ("Ratings Services") are statements of opinion and not statements of fact. A rating is not a recommendation to purchase, hold, or sell any securities nor does it comment on market price, marketability, investor preference or suitability of any security. While Ratings Services bases its ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, Ratings Services does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and Ratings Services' opinions should not be relied upon in making any investment decision. Ratings Services does not act as a "fiduciary" or an investment advisor. Ratings Services neither recommends nor will recommend how an issuer can or should achieve a particular rating outcome nor provides or will provide consulting, advisory, financial or structuring advice.

All Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential or private rating or a withdrawal of a rating, or termination of this Agreement. Ratings Services will not convert a public rating to a confidential or private rating, or a private rating to a confidential rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the rating provided hereunder and any analytical reports, including the rationale for the rating, unless you specifically request in connection with the initial rating that the rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private rating or the existence of a confidential or private rating subsequently becomes public through disclosure other than by an act of Ratings Services or its affiliates, Ratings Services reserves the right to treat the rating as a public rating, including, without limitation, publishing the rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Ratings Services' ability to modify or refine its ratings criteria at any time as Ratings Services deems appropriate.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the rating provided hereunder, you warrant that you will provide, or cause to be provided, as promptly as practicable, to Ratings Services all information requested by Ratings Services in accordance with its applicable published ratings criteria. The rating, and the maintenance of the rating, may be affected by Ratings Services' opinion of the information received from you or your agents or advisors. You further warrant that all information provided to Ratings Services by you or your agents or advisors regarding the rating or, if applicable, surveillance of the rating, as of the date such information is provided, (i) is true, accurate and complete in all material respects and, in light of the circumstances in which it was provided, not misleading and (ii) does not infringe or violate the intellectual property rights of a third party. A material breach of the warranties in this paragraph shall constitute a material breach of this Agreement.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that you or your agents or advisors have provided to Ratings Services and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential". Notwithstanding the foregoing, information disclosed by you or your agents or advisors

to Ratings Services shall not be deemed to be Confidential Information, and Ratings Services shall have no obligation to treat such information as Confidential Information, if such information (i) was known by Ratings Services or its affiliates at the time of such disclosure and was not known by Ratings Services to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of Ratings Services or its affiliates) subsequent to such disclosure, (iv) is disclosed to Ratings Services or its affiliates by a third party subsequent to such disclosure and Ratings Services reasonably believes that such third party's disclosure to Ratings Services or its affiliates was not prohibited, (v) is developed independently by Ratings Services or its affiliates without reference to the Confidential Information, (vi) is approved in writing by you for public disclosure, or (vii) is required by law or regulation to be disclosed by Ratings Services or its affiliates. Ratings Services is aware that U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

Ratings Services' Use of Information. Except as otherwise provided herein, Ratings Services shall not disclose Confidential Information to third parties. Ratings Services may (i) use Confidential Information to assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, and (ii) share Confidential Information with its affiliates engaged in the ratings business who are bound by appropriate confidentiality obligations; in each case, subject to the restrictions contained herein, Ratings Services and such affiliates may publish information derived from Confidential Information. Ratings Services may also use, and share Confidential Information with any of its affiliates or agents engaged in the ratings or other financial services businesses who are bound by appropriate confidentiality obligations ("Relevant Affiliates and Agents"), for modelling, benchmarking and research purposes; in each case, subject to the restrictions contained herein, Ratings Services and such affiliates may publish information derived from Confidential Information. With respect to structured finance ratings not maintained on a confidential or private basis, Ratings Services may publish data aggregated from Confidential Information, excluding data that is specific to and identifies individual debtors ("Relevant Data"), and share such Confidential Information with any of its Relevant Affiliates and Agents for general market dissemination of Relevant Data; you confirm that, to the best of your knowledge, such publication would not breach any confidentiality obligations you may have toward third parties. Ratings Services will comply with all applicable U.S. and state laws, rules and regulations protecting personally-identifiable information and the privacy rights of individuals. Ratings Services acknowledges that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for Ratings Services' disclosure of Confidential Information in violation of this Agreement. Ratings Services and its affiliates reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you, your agents or advisors.

Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Ratings Services is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. Rating Services has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this Agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

Ratings Services' Use of Confidential and Private Ratings. Ratings Services may use confidential and private ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Ratings Services

may disclose a confidential or private rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. Ratings Services may permit CDO managers to use and disseminate credit estimates or assessments on a limited basis and subject to various restrictions; however, Ratings Services cannot control any such use or dissemination.

Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or Ratings Services from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your agents and advisors make such information available to Ratings Services, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Ratings Services are parties to result from gross negligence, intentional wrongdoing, or willful misconduct of Ratings Services. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of US\$5,000,000 except to the extent such monetary damages directly result from Ratings Services' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

Dated: November 6, 2012

**Amendment to
Industrial Wastewater Treatment Agreement
Between the
City of Windom, Minnesota
And
PM Beef Holdings L.L.C.**

This Amendment is made to the "Industrial Waste Water Treatment Agreement Amendment") entered into on the 2nd day of October, 2012, (Agreement)by and between the City of Windom, Minnesota, a municipal corporation, and PM Beef Holdings, L.L.C., a limited liability company, under the laws of Delaware.

By signing this document both the City of Windom and PM Beef Holdings, L.L.C., hereby reinstate and ratify the Amendment to the original Agreement, except as hereinafter amended.

The following amendments are hereby made to the Agreement and shall supersede and take precedence over the existing terms of the Agreement:

1. Under Section 1. Allowable Discharges:
 - a. Maximum Monthly Average Flow from the PM Beef Facility as noted in the table on page 2 of the Agreement is amended to 700,000 gallons per day. (Approved as part of the October 2, 2012 Amendment)
 - b. Maximum Monthly Average CBOD₅ from the PM Beef Facility as noted in the table on page 2 of the Agreement is amended to 500 lbs/day.
 - c. Maximum Monthly Average TKN from the PM Beef Facility as noted in the table on page 2 of the Agreement is amended to 600 lbs/day. (Approved as part of the October 2, 2012 Amendment)

2. Under Section 3. User Fee; The following sentence is hereby added to the last paragraph of this section:
"This credit is based on a 1995 Targeted Economic Development Grant the City received with the participation of Caldwell, now PM Beef Holdings L.L.C."

3. The first sentence of Section 10 of the Agreement which currently reads "the terms of this Agreement shall commence as of the date hereof and automatically renew on January 1 of each year, unless either of the parties notifies the other in writing within 60 days" is hereby deleted and replaced with the following language:

“the initial term of this Agreement shall commence as of September 13, 2012 and shall end on December 31, 2012. However, this Agreement shall automatically renew for successive year to year terms which shall run from January 1st through December 31st unless either party delivers a written termination notice to the other party on or before November 1st of any year this Agreement exists.”

IN WITNESS WHEREOF the parties have hereunto executed this Amendment to the Industrial Wastewater Treatment Agreement Amendment (dated the 2nd day of October, 2012), on this the 6th day of November, 2012.

CITY OF WINDOM, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

PM BEEF HOLDINGS, L.L.C.

By: _____

By: _____

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Abstained:

CITY OF WINDOM

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR ENTERPRISE FUNDS**

WHEREAS, City Code Section 50.16 authorizes the City Council to establish rates and charges for municipal utilities (including, but not limited to, services, permit fees, connection and meter reading and checking fees, disconnection fees, reconnection fees including penalties for non-payment); and

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

WHEREAS, the Windom Utilities Commission has amended rates and requests that the Windom City Council adopt the amended sewer rates charged residential and commercial customers and other service areas; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, to change the sewer rates charged residential and commercial customers and other service areas as listed.

Sewer Rates:

<u>Residential:</u>	Minimum Charge	\$23.64
	0 – 1,500 cu. ft.	.93¢/100 cu. ft.
	1,501 – 3,000 cu. ft.	.46¢/100 cu. ft.
	Sewer Only	
	Apartments	\$26.42
	Homes	\$29.19
<u>Commercial:</u>	Minimum Charge	\$25.20 (includes the first 800 cu. ft.)
		\$3.16/100 cu. ft.
	Sewer Only	\$25.20
<u>Bingham Lake & Fish Lake:</u>		
	0 – 1,500 cu. ft.	\$4.52/1,000 cu. ft.

These new rates shall be effective January 1, 2013.

Adopted this 6th day of November, 2012.

Kirby G. Kruse, Mayor

ATTEST:

Steven Nasby, City Administrator

Windom, Minnesota
 Calculation of Wastewater Rates
 November, 2011

Service Details

Year	Average (2006-2010)	2012	2013	2014	2015	2016	2017	2018	2019
Residential Connections	1764	1764	1764	1764	1764	1764	1764	1764	1764
Commercial/Industrial Connections	220	220	220	220	220	220	220	220	220
Residential Flow (100 ft ³)	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000
Commercial Flow (100 ft ³)	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000	63,000
Bingham Lake Flow (100 ft ³)	8,600	8,600	8,600	8,600	8,600	8,600	8,600	8,600	8,600

Base Charge Revenue

Administration Expense	\$77,450	\$79,774	\$82,167	\$84,632	\$89,171	\$89,766	\$92,479	\$96,254
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service Expense	\$356,158	\$452,755	\$464,967	\$463,896	\$251,976	\$363,465	\$384,254	\$381,507
Total Administration and Debt Service Expense	\$433,608	\$532,529	\$547,133	\$548,528	\$339,147	\$473,260	\$476,733	\$476,760
Gross Residential Base Charge Revenue	\$453,840	\$500,359	\$515,369	\$530,830	\$541,447	\$552,276	\$563,322	\$574,588
Gross Commercial Base Charge Revenue	\$60,350	\$66,536	\$68,532	\$70,588	\$72,000	\$73,440	\$74,908	\$76,407
Net Base Charge Yearly Revenue	\$106,291	\$34,366	\$36,768	\$52,890	\$274,300	\$152,465	\$161,497	\$174,234

Percent Increase in Base Charges

5% 5% 3% 3% 2% 2% 2% 2%

Flow/Loading Charges Revenue

O & M Costs	\$850,450	\$875,964	\$902,242	\$929,310	\$957,189	\$985,905	\$1,015,482	\$1,045,946
Capital Outlay	\$51,000	\$80,000	\$50,000	\$40,000	\$40,000	\$50,000	\$50,000	\$50,000
PM Charges	\$454,836	\$501,457	\$516,500	\$531,995	\$591,385	\$603,213	\$615,277	\$627,583
Residential Charges	\$122,869	\$135,463	\$139,527	\$143,713	\$146,587	\$149,519	\$152,510	\$155,560
Commercial Charges	\$180,506	\$199,008	\$204,978	\$211,127	\$215,350	\$219,657	\$224,050	\$228,531
Bingham Lake Charges	\$26,200	\$28,885	\$29,751	\$30,644	\$31,257	\$31,882	\$32,520	\$33,170
Net Flow/Loadings Charges Revenue	-\$77,819	-\$91,150	-\$61,485	-\$51,830	-\$12,609	-\$31,633	-\$41,125	-\$51,102

Percent Increase in Flow/Loading Rates

5% 5% 3% 3% 2% 2% 2% 2%

Yearly Revenue	\$28,473	-\$56,785	-\$24,717	\$1,061	\$261,691	\$120,832	\$120,372	\$123,132
Percent Profit	2.1%	-3.8%	-1.6%	0.1%	19.6%	8.0%	7.8%	7.8%
Fund Reserve	\$810,585	\$782,273	\$757,556	\$758,617	\$1,020,307	\$1,141,139	\$1,261,512	\$1,384,643

Rates

Residential Base Charge per Month	\$21.44	\$22.51	\$23.64	\$24.35	\$25.08	\$25.58	\$26.09	\$26.61	\$27.14
Commercial Base Charge	\$22.86	\$24.00	\$25.20	\$25.96	\$26.74	\$27.27	\$27.82	\$28.37	\$28.94
Residential Flow Charge per 100 ft ³	\$0.85	\$0.89	\$0.93	\$0.96	\$0.99	\$1.01	\$1.03	\$1.05	\$1.07
Commercial Flow Charge per 100 ft ³	\$2.87	\$3.01	\$3.16	\$3.25	\$3.35	\$3.42	\$3.49	\$3.56	\$3.63
Bingham Lake Flow Charge per 100 ft ³	\$3.05	\$3.20	\$3.36	\$3.46	\$3.56	\$3.63	\$3.71	\$3.78	\$3.86
Typical Residential User (650 ft³/month)	\$26.95	\$28.30	\$29.71	\$30.60	\$31.52	\$32.15	\$32.79	\$33.45	\$34.12

Inflation Percent Affecting O&M and Administration Costs

3%

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALLING FOR A PUBLIC HEARING FOR THE "RIVER ROAD AND 6TH STREET IMPROVEMENT PROJECT"

WHEREAS, costs have been determined for the improvement and said total is the sum of \$1,296,709; and

WHEREAS, it is necessary to access the benefited property for all or a portion of the costs of these improvements pursuant to Minnesota Statutes, Chapter 429.

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

1. The costs of such improvement to be specially assessed are hereby declared to be a maximum of \$352,854.05.
2. The City Administrator shall calculate the proper amounts to be assessed for such improvement and shall file a copy of such proposed assessments at City Hall for public inspection.
3. Such assessments shall be payable in equal annual installments extending over a period of fifteen (15) years at an interest rate of five and one half percent (5%) per annum.
4. A public hearing shall be held before the City Council at the City Hall in Windom, Minnesota, on the 20th day of November, 2012, during the regular City Council meeting commencing at 7:30 p.m., to consider and vote upon such proposed assessments. At such time and place, all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessments.
5. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing. The notice shall state the total cost of the improvement.
6. The City Administrator shall also cause notice of said hearing to be mailed to the owner(s) of each parcel, described in the assessment roll, not less than two (2) weeks prior to the hearing. The notice mailed to the owner(s) of each parcel shall specify the amount of the proposed assessment for that particular parcel.

Adopted by the Council this 6th day of November, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

**RESOLUTION RECEIVING THE FEASIBILITY REPORT
AND CALLING FOR A PUBLIC HEARING FOR
2013 STREET IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution of the Council adopted August 21, 2012, a feasibility report has been prepared by Wenck Associates, City Engineer, with reference to installation of infrastructure improvements, specifically road base work, curb and gutter, storm sewer and bituminous paving or concrete surfacing, sewer and water lines 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

and, this report was received by the Council on November 6, 2012; and

WHEREAS, the Utility Commission met on October 24, 2012, and reviewed the feasibility report with Dennis Johnson of Wenck Associates, City Engineer, for installation of infrastructure improvements, specifically road base work, curb and gutter, storm sewer and bituminous paving or concrete surfacing, sewer and water lines; and

WHEREAS, the Street Committee met on October 18, 2012, and reviewed the feasibility report with Dennis Johnson of Wenck Associates, City Engineer; and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible.

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

1. The Council will consider such improvements in accordance with the report and assess the benefited properties for all or a portion of the costs of the improvements, estimated at \$4,340,000.00, pursuant to Minnesota Statutes, Chapter 429.
2. A public hearing on the proposed improvements shall be held on the 4th day of December, 2012, in the Council Chambers of the City Hall during a regularly-scheduled City Council meeting commencing at 7:00 p.m.; and the City Administrator shall give mailed and published notice of such hearing and proposed improvements as required by law.

Adopted by the Council this 6th day of November, 2012.

Kirby G. Kruse, Mayor

Attest: _____

Steven Nasby, City Administrator

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

RESOLUTION RECEIVING THE FEASIBILITY REPORT
AND CALLING FOR A PUBLIC HEARING FOR
2013 STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to a resolution of the Council adopted August 21, 2012, a feasibility report has been prepared by Wenck Associates, City Engineer, with reference to installation of infrastructure improvements, specifically road base work, curb and gutter, storm sewer and bituminous paving or concrete surfacing, sewer and water lines 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

and, this report was received by the Council on November 6, 2012; and

WHEREAS, the Utility Commission met on October 24, 2012, and reviewed the feasibility report with Dennis Johnson of Wenck Associates, City Engineer, for installation of infrastructure improvements, specifically road base work, curb and gutter, storm sewer and bituminous paving or concrete surfacing, sewer and water lines; and

WHEREAS, the Street Committee met on October 18, 2012, and reviewed the feasibility report with Dennis Johnson of Wenck Associates, City Engineer; and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible.

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

1. The Council will consider such improvements in accordance with the report and assess the benefited properties for all or a portion of the costs of the improvements, estimated at \$4,340,000.00, pursuant to Minnesota Statutes, Chapter 429.
2. A public hearing on the proposed improvements shall be held on the 20th day of November, 2012, in the Council Chambers of the City Hall during a regularly-scheduled City Council meeting commencing at 7:30 p.m.; and the City Administrator shall give mailed and published notice of such hearing and proposed improvements as required by law.

Adopted by the Council this 6th day of November, 2012.

Kirby G. Kruse, Mayor

Attest: _____

Steven Nasby, City Administrator

MEMORANDUM



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

TO: City Council
FROM: City Administrator *[Signature]*
DATE: November 2, 2012
RE: Managing Long-Term Debt

As you know, the Council will be having discussion regarding the proposed 2013 Street Project at the November 6th meeting. In addition, the City Council will be having the 2013 Capital Improvement Project (CIP) budget meeting on November 13th, which is a sub-set of the larger 5-year CIP.

The City of Windom has both long-term and short-term debt funding prior capital projects as shown on the 2011 Statement of Bonded Indebtedness ending December 31, 2011 (please see attached). These debt service payments are made by revenues from the general fund, enterprise funds and special assessments.

Carrying Charges Measurement

One measurement used by bond rating agencies compares the “carrying charges” (debt service) to general governmental expenditures (non-enterprise) less capital outlay. The rationale statement from Standard & Poors on the most recent bond rating for the City and Telecom Refunding Bond issue acknowledged that Windom’s level of carrying charges was “elevated” for 2011. The ratio calculation used by rating agencies may vary but the basic premise on carrying charges holds.

The following is a table showing the City’s debt service obligations for the next five years, the current carrying charge percentages (General Fund Debt payments only) and if there were issuance of \$100,000 of new debt and \$250,000 of new debt. Since the amount of general government spending is flat, for 2012-2013, and not projected to increase significantly in the next five years (or more); the percent of carrying charges will increase if additional debt is issued prior to the retirement of existing debt.

	2013	2014	2015	2016	2017
Debt Service (GO Bonds & Loans)	\$306,292	\$270,230	\$258,059	\$286,409	\$207,309
Est. General Fund Expenditures (non-Capital and assuming 1% inflation)	\$2,144,165	\$2,166,607	\$2,187,262	\$2,209,135	\$2,231,227
Current Carrying Charge of General Fund Debt Service Only	14.3%	12.5%	11.8%	13.0%	9.3%
Carrying Charge w\ \$100,000 of New Debt to the General Fund	18.9%	17.1%	16.4%	17.5%	13.8%
Carrying Charge w\ \$250,000 of New Debt to the General Fund	25.9%	24.0%	23.2%	24.3%	20.5%

Debt Service Related to Property Tax Levy Measurement

A second measurement for a City's long-term financial health is the comparison of general obligation bond debt, and/or other debt service, paid from the General Fund as it relates to the property tax levy. Generally accepted principles are that a City would be considered financially healthy with a 15-20% debt service level relative to the tax levy, a moderate level between 20-25% and possible concerns with excesses over 25%. These are not absolute categories as numerous other factors are considered by the bond rating agencies and financial advisors. The table below shows the current debt service from the General Fund and assumes a modest 2% annual increase in the property tax levy, which has been about the average annual increase over the last three years.

	2013	2014	2015	2016	2017
Debt Service (GO Bonds & Loans)	\$306,292	\$270,230	\$258,059	\$286,409	\$207,309
Tax Levy (assuming 2% inflation)	\$1,638,596	\$1,671,368	\$1,704,796	\$1,738,892	1,773,670
Current Level of Debt Service Paid From the General Fund compared to the Property Tax Levy	18.7%	16.2%	15.1%	16.5%	11.7%
Level of D/S to Tax Levy with additional \$100,000 of Debt	24.8%	22.2%	21.0%	22.2%	17.3%
Level of D/S to Tax Levy with additional \$250,000 of Debt	33.9%	31.1%	29.8%	30.8%	25.8%

Debt Service as a Percentage of Market Value Measurement

This is a popular measurement tool and is used in State Statute. By law a City is limited to the amount of General Obligation Bonds it may issue to 3% of total Market Value. The measurement has its limitations due to many factors including:

- Positive and negative short-term economic factors related to property values
- GO debt issued with other enterprise revenues and/or special assessments do not count toward the 3% threshold (which is why Windom has no GO debt currently counting against the State's debt limit)
- State law changes such as the recent Market Value Exclusion (this eliminated \$30 million from Windom's taxable market value).

Five Year Debt Review

Using the data shown above, the City is nearing a threshold on issuance of new debt paid from the General Fund through 2016. There is capacity to consider new debt to be paid from the General Fund of up to \$100,000 in the near term. Overall, the bond market interest rates are projected to remain stable over the next few years. In 2017 the City would have an increased capacity to pay debt service due to the retirements of the LMC Loan and the 2006A Refunding Bond. Even if the City is categorized by a bond agency as having an "elevated" level of debt, the City would still have the opportunity to issue additional debt; however, this new debt would likely carry some degree of higher interest rates due to the debt load.

Capital Improvement Plan

The 5-year Capital Plan includes a number of higher priced projects that include equipment purchases, (fire trucks, motor grader, sweeper and front-end loader) upgrades to facilities\infrastructure (Street projects) and the possibility of new buildings (e.g. Arena, Fire Hall and pool). These projects will need to be prioritized and considered within the parameters of the City's ability to carry and repay debt.

2013 Street Project Proposal

At the November 6, 2012 City Council meeting the proposed 2013 Street Project will be presented. This project includes a base project and two alternates. The cost of the project ranges between \$2.75 million

and \$4.1 million depending upon the work ultimately selected by the City Council. Costs of the proposed project would be split between the General Fund, Special Assessments, Water Fund and Sewer Fund.

Potential Debt Service for Proposed 2013 Street Project

Staff had the City’s financial advisors (Ehlers and Associates) do an estimated debt service run on the proposed 2013 Street Project. This preliminary estimate shows that the cost to the General Fund (assuming current assessment policies are followed) would probably fall between \$44,650 and \$70,500 depending on the authorized scope of work. Please note that a debt issuance for a project such as this would be a 20-year commitment; thus reducing options for issuing new debt in future years.

Paying for Debt Service on Additional Capital Projects

City Council discussions regarding several of the capital projects have included ideas for the generation of additional revenue from new fees, transfers from City-owned enterprises and consideration of a local option sales tax. Other possibilities to cover additional debt service could include the elimination of the annual capital improvement spending and/or cutting operational costs through the reduction or elimination of City programs and activities.

If the City Council chooses to maintain existing operations and budgeting practices, new or additional revenue will be necessary if the community wishes to pursue the capital projects that have been identified.

Local Government Aid Assumption

Please note that Local Government Aid (LGA) comprises about 56% of the City’s General Fund budget. In 2012 and 2013 the City is budgeting \$1.2 million in LGA receipts. In future years should there be significant reductions or elimination of LGA the City will be forced to drastically cut spending or raise taxes. This State\City partnership needs to be part of the considerations when making long-term decisions on debt as operational costs can be adjusted to account for changes in revenue, but not debt service.

**City of Windom
Current Debt Service Paid from General Funds**

<u>Project Name</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
1994 Cottonwood Lake	\$22,370	\$8,393	0	0	0
2005 Street Project	\$45,300	\$43,300	\$41,300	\$34,000	\$21,000
2006 June Court	\$3,782	\$3,320	\$2,858	\$3,445	\$2,936
2009 Street Project	\$53,587	\$56,606	\$53,771	\$56,486	\$58,194
2007 Street Project	\$46,347	\$43,809	\$46,683	\$43,953	\$46,473
2006 Dump Truck\Plow	\$15,841	\$15,295	\$14,749	\$14,203	0
Street Shop – LMC Loan	\$54,588	\$54,588	\$54,588	\$54,588	0
2003 Street Project – Refunded 2011B	\$41,650	\$44,919	\$44,110	\$80,034	\$78,706
2008 JD Loader Lease	\$22,467	0	0	0	0
TOTAL	\$306,292	\$270,230	\$258,059	\$286,409	\$207,309

City of Windom

STATEMENT OF BONDED INDEBTEDNESS YEAR ENDING DECEMBER 31, 2011

BOND TYPE	DATE OF ISSUE	ISSUE RATE	DUE DATE	ORIGINAL ISSUE	OUTSTANDING 12/31/2010	ISSUED IN 2011	PRINCIPAL PAID IN 2011	OUTSTANDING 12/31/2011
GEN. OBLIGATION								
SPECIAL ASSESSMENT								
1 1994 Series #1	1994	2.44	2014	\$352,380.00	\$72,044.79		\$20,737.84	\$51,306.95
2 1995 R.R.	1995	2.45	2011	\$298,884.00	\$11,820.50		\$11,820.50	\$0.00
5 2003 St Project	2003	3.777	2019	\$1,445,000.00	\$955,000.00		\$90,000.00	\$865,000.00 *
7 2005 St. Project	2005	4.1	2021	\$1,440,000.00	\$1,020,000.00		\$100,000.00	\$920,000.00
17 2006A GO Imp (June Ct)	2006	4.01131	2017	\$103,000.00	\$76,000.00		\$9,000.00	\$67,000.00
18 2006A GO Imp (Matthew Dr)	2006	4.01131	2018	\$97,000.00	\$79,000.00		\$9,000.00	\$70,000.00
19 2006A GO Imp (Equipment)	2006	4.01131	2016	\$111,000.00	\$76,000.00		\$12,000.00	\$64,000.00
20 2006A GO Imp (PM Windom)	2006	4.01131	2016	\$175,000.00	\$152,000.00		\$23,000.00	\$129,000.00
21 2006A GO Imp (Riverbluff)	2006	4.01131	2016	\$227,000.00	\$205,000.00		\$22,000.00	\$183,000.00
24 2007B GO Imp Bond (2007 Str)	2007	3.75-4.3	2023	\$1,380,000.00	\$1,240,000.00		\$75,000.00	\$1,165,000.00
26 2009 Street Project	2009	3.7974	2025	\$1,510,000.00	\$1,510,000.00		\$80,000.00	\$1,430,000.00
27 2009B GO Temp Equip Bond	2009	1.7618	2012	\$2,400,000.00	\$2,400,000.00		\$0.00	\$2,400,000.00
29 2011A Wastewater Project	2011	2.65	2029	\$3,090,000.00		\$3,090,000.00	\$0.00	\$3,090,000.00
30 2011B 2003 St Project Refunding	2011	1.5496	2019	\$795,000.00		\$795,000.00	\$0.00	\$795,000.00
10 Revenue	2004	4.5-6.25	2024	\$9,470,000.00	\$9,320,000.00		\$140,000.00	\$9,180,000.00
REVENUE/GO								
12 1994 WWTP	1994	2.71	2015	\$3,886,969.77	\$1,175,670.84		\$222,648.92	\$953,021.92
13 Water Filter Plant	1999	2.57	2018	\$3,151,838.00	\$1,036,439.94		\$173,000.00	\$863,439.94
14 Water Tower - East	1999	2.29	2019	\$1,319,713.68	\$692,000.00		\$70,000.00	\$622,000.00
22 2006A GO Imp (Water Tower N)	2006	4.01131	2016	\$227,000.00	\$197,000.00		\$30,000.00	\$167,000.00
NOTES								
28 LMC Loan- Street Shop Loan (5 year loan)	2011	2.1452	2016	\$250,000.00		\$250,000.00	\$0.00	\$250,000.00
25 2009 Equipment Lease/Purchase	2009	5.5	2014	\$100,963.52	\$63,285.88		\$19,948.57	\$43,337.31

* Paid off in 2012 w/2011 Refunding Bond



Exhibit D

Customer: City of Windom
Contact: Jeff Dahna
E-Mail Address: jdahna@windomnet.com
Phone: (319) 321-2637

Date: 10/12/2012
Terms: On Receipt
Sales Rep: Jeremy Coe
PO#:

Description	
Transcend ShoreTel Maintenance *SILVER Level Support (No Phones) (please reference the support guidelines for more details) Effective: 10/30/12 - 10/29/13	
<u>Equipment Covered:</u>	
Equipment List	Quantity
ShoreGear Voice Switches	
ShoreGear 90	1
ShoreGear T1k	2
ShoreWare Application Server	
Extension & Mailbox License	30
ShoreWare Client Software	
Operator Call Manager	4
ShoreCare Annual Support Plan	
ShoreCare Partner SILVER Level Support (1 Year - No Phone)	1

Subtotal: \$2,111.98

Authorized Signature
City of Windom

Date _____

How and when can I request support?

Transcend United Technologies offers several different ways to request support:

- Customer service portal at <http://csp.transcendunited.com>
- Email to tech.support@transcendunited.com
- Call 800-800-0353 (From outside the United States, call +1 763-463-1010, or see the technical support page of our web site at www.transcendunited.com for a local phone number in your country)

The Transcend Response Center (TRC) is staffed 24 x 7 x 365. Support requests can be made any time via at least one of our support request options. Critical requests will be promptly handled 24 x 7 x 365, and we strive to serve all requests as quickly as we can. However, for non-critical requests, the response level will vary with the time of day you make the request.

All support requests are logged, and within 15 minutes you should receive an automated email with the ticket number for your request. Please keep this ticket number to effectively track your request. If you do not receive an email, please check your spam-filter or junk mail folder. If you still do not have an email, please call us to request your ticket number.

Phone support is generally reserved for urgent requests, while non-urgent requests should be made via email or the customer service portal. This helps us provide you with world-class support. We strive to have someone available on the phone within two minutes during standard hours, and within five minutes after hours.

Who can request support?

We accept support requests from up to four authorized contacts at your organization for each of the different systems we support for you. These contacts are listed on the corresponding product support guidelines attached to this document.

For what products can I request support?

We offer a wide range of products and services. These guidelines only apply to products for which Transcend United provides support directly. If your product is supported directly by Transcend United, you will also receive a set of product-specific support guidelines as another exhibit with your Master Purchase Agreement. For certain products, Transcend United resells manufacturer support, but does not support the product directly. In these cases, you should have received information on how to contact that manufacturer's support team when you bought the product from us. If you are uncertain about how to obtain support, please contact us and we will help direct you to the support team for the appropriate manufacturer.

What are your standard working hours?

We divide each day into Standard Hours and After Hours.

Standard Hours

Standard Hours are 8 am to 8 pm US Eastern time, Monday – Friday, excluding Transcend United Holidays.

After Hours

After Hours are all day Saturday, Sunday, and Holidays, plus 8:00 pm to 8:00 am Monday – Friday, US Eastern time.

Transcend United Holidays

New Year's Day, President's Day (observed), Memorial Day (observed), Independence Day (observed), Labor Day (observed), Thanksgiving, Christmas Day (observed)

How are my requests prioritized?

The Transcend Response Center is staffed 24 x 7 x 365 and urgent requests are handled promptly. However, not all requests may be urgent, and the response time you can expect will vary according to the severity of your problem and the time of day you make your request. Transcend United Technologies classifies support requests into three categories:

Classification	Definition
Red	<ul style="list-style-type: none">• A system problem is causing major impact to a customer's core business processes and requires immediate attention.• The failure of a previously operating product which severely degrades overall system performance, creating an emergency situation.
Yellow	<ul style="list-style-type: none">• A system problem is affecting a customer's business processes, and the problem requires prompt attention but is not immediately critical.• Not all essential applications or functionality are available to a significant portion of the system users.• Performance of an essential application and/or functionality is affecting a critical department.• A temporary workaround has been provided, but the problem reoccurs periodically.• A workaround exists, but is unacceptable to the customer due to the impact on the customer's business
Green	<ul style="list-style-type: none">• A customer has a problem or question that is non-critical and not directly affecting business processes.• Less-than-desirable access to or performance of system components which affect non-critical parts of customer's business.

What response time can I expect?

Priority	Response Times by Segment of Day	
	Standard Hours	After Hours
Red	<p>Initial contact by a Tier 1 Engineer <u>within 30 minutes</u></p> <p>If unresolved, remote support by a Tier 2 Engineer <u>within 60 minutes after</u> initial contact by Tier 1</p> <p>Updates to customer <u>every 2 hours</u></p> <p>Immediate notification to Transcend United management via email</p>	<p>Same as for Standard Hours however may be billable depending on your support agreement for the system that requires support.</p>
Yellow	<p>Initial contact by a Tier 1 Engineer <u>within 8 Standard Hours</u></p> <p>If unresolved, remote Support by a Tier 2 Engineer <u>within 4 Standard Hours after</u> initial contact by Tier 1</p> <p>Updates to customer <u>once per business day</u> (Standard hours)</p> <p>Notification to Transcend United management if SLA not met</p>	<p>Support requests classified as "Yellow" are accepted and logged during this time, but are not normally worked on. These requests will be handled as if they had been made during Standard Hours.</p> <p>Certain support agreements allow for non-critical work to be scheduled during After Hours for an additional fee.</p>
Green	<p>Initial contact by a Tier 1 Engineer <u>within 16 Standard Hours</u></p> <p>If unresolved, remote support by a Tier 2 Engineer <u>within 8 Standard Hours after</u> initial contact by Tier 1</p> <p>Updates to customer <u>once per business week</u> (Standard hours)</p> <p>Notification to Transcend United management if SLA not met</p>	<p>Support requests classified as "Green" are accepted and logged during this time, but are not normally worked on. These requests will be handled as if they had been made during Standard Hours.</p> <p>Certain support agreements allow for non-critical work to be scheduled during After Hours for an additional fee</p>

We commit to response times rather than resolution times. Because it is impossible to predict ahead of time the exact nature or cause of a problem you may have, it is impossible to know what will need to be done to resolve a problem. It is therefore impossible to commit to a resolution time. But our goal is to resolve all tickets to your satisfaction as quickly as we can.

When are tickets closed?

Tickets can be closed for several reasons:

- The problem has been resolved to your satisfaction. This is by far the most common reason we close tickets.
- We need more information from you to help diagnose or resolve a problem, we have asked for that information three times over the course of three business days, and we have not had a response.
- We have asked for certain work to be done on your side in order to help diagnose or resolve a problem, and that work has not been done within 10 business days.
- We have in good faith determined that the problem is not covered under your support agreement and you have declined to have us work on a time-and-materials basis.

When a ticket is closed, you will receive an automated email that describes the reason that the ticket was closed.

What happens if I need on-site support?

The vast majority of problems can be resolved entirely remotely or with a combination of remote support and simple "hands-on" effort by a non-engineer from a customer's staff who is at the appropriate location. Because nearly all problems can be resolved remotely, Transcend United does not generally offer on-site support.

For select products in certain geographies, Transcend United offers on-site support on a time-and-materials basis. This information can be found in the corresponding detailed product support guideline attached to this document.

**What if I am outside the United States?
International Support:**

Transcend United Technologies will provide our international customers with 24 x 7 x 365 remote support for all priority Red requests. Priorities Yellow and Green will be handled as described in the "Response Time by Segment of Day" table above. For a local phone number in your country, please see the technical support page of our web site at www.transcendunited.com, or email tech.support@transcendunited.com to open a request.

On-site support and hardware replacement will be done through an authorized local partner, and response times will meet the prevailing standards for that geography, which may vary from the US standard.

What are my obligations?

You as the Customer will not allow a third party other than Transcend United Technologies or their authorized agent, to perform maintenance, attempt repairs, or change the system or equipment while such system and equipment is under a Transcend United support agreement, unless agreed to in writing by Transcend.

If a problem cannot be resolved entirely remotely, but can be resolved by the simple "hands-on" effort of a non-engineer, Customer will be required to provide a staff member at the appropriate location to work with the remote Transcend United support engineer. If the on-site work requires a certified engineer, and the system and problem in question is covered by a Transcend United support agreement, Transcend United will provide a certified engineer at no cost to you. In this case, Transcend United reserves the right to dispatch a local subcontractor at no cost to you.

Accepted by:

Customer: City of Windom

Transcend United Technologies:

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

	Silver	Gold	Platinum
TRAINING	TRAINING	TRAINING	TRAINING
Access to the ShoreTel Learning Management System	✓ Included	✓ Included	✓ Included
Access to the ShoreTel On-line Knowledgebase	✓ Included	✓ Included	✓ Included
Informational Quarterly Webinars related to new product versions and features	✓ Included	✓ Included	✓ Included
Monthly end user & admin training	✓ Included	✓ Included	✓ Included
TECHNICAL SUPPORT	TECHNICAL SUPPORT	TECHNICAL SUPPORT	TECHNICAL SUPPORT
Support requests via email	✓ Included	✓ Included	✓ Included
Support requests via web portal	✓ Included	✓ Included	✓ Included
Support requests via phone	✓ Included	✓ Included	✓ Included
Support for Red, Yellow, and Green requests during Standard Hours.	✓ Included	✓ Included	✓ Included
Support for Red requests 24 x 7 x 365	✓ Included	✓ Included	✓ Included
3 rd Party Coordination	Includes initial diagnosis of problems with PoE switches, servers, voice carriers, and all third party devices related to ShoreTel system. Customer manages third party escalations.	Includes initial diagnosis of problems with PoE switches, servers, voice carriers, and all third party devices related to ShoreTel system. Transcend United manages third party escalations.	Includes initial diagnosis for problems with PoE switches, servers, voice carriers, and all third party devices related to ShoreTel system. Transcend United manages third party escalations.

	Silver	Gold	Platinum
PARTS & LABOR	PARTS & LABOR	PARTS & LABOR	PARTS & LABOR
Warranty on ShoreTel parts	✓ Included	✓ Included	✓ Included
On-Site Labor on defective ShoreTel parts under warranty (If required)	✓ Included	✓ Included	✓ Included
New software releases for ShoreTel	✓ Included	✓ Included	✓ Included
Labor to install new ShoreTel software releases	Only for partial releases related to software bugs and patches	One major release per year, plus all partial releases related to software bugs and patches	✓ Unlimited
PREVENTATIVE SUPPORT & MANAGED SERVICES	PREVENTATIVE SUPPORT & MANAGED SERVICES	PREVENTATIVE SUPPORT & MANAGED SERVICES	PREVENTATIVE SUPPORT & MANAGED SERVICES
Quarterly trunk peak usage report	* Not available	✓ Included	✓ Included
Quarterly switch port usage report	* Not available	✓ Included	✓ Included
Quarterly capacity planning recommendations	* Not available	✓ Included	✓ Included
Monitoring Services for all ShoreGear Equipment: <ul style="list-style-type: none"> • 24x7 Proactive system monitoring • Staffed support center for alert response • Alert Escalation to customer or Transcend United engineer 	* Not available	Monitoring & Alert Escalation to Customer (For full description of monitoring, see Transcend ShoreTel – Addendum – Gold.)	Monitoring, Alert Escalation, & Remediation to Transcend United engineer (For full description of monitoring, see Transcend ShoreTel – Addendum – Platinum.)
Backup / Restore of ShoreTel Director configurations and server OS	* Not available, customer is responsible for backups and restores	ShoreTel Director configuration backed up locally, customer is responsible for backup of OS as well as for restores to server of OS, drivers, etc., and ShoreTel Director.	✓ Included, local and offsite backups of ShoreTel Director configuration, labor to help with reinstallation of OS and restores of ShoreTel software
Carrier Management	* Not available	* Not available	For full description, see Transcend – Carrier Management --- Addendum

	Silver	Gold	Platinum
HOURLY RATES FOR PROFESSIONAL SERVICES (not covered under support)	HOURLY RATES FOR PROFESSIONAL SERVICES (not covered under support)	HOURLY RATES FOR PROFESSIONAL SERVICES (not covered under support)	HOURLY RATES FOR PROFESSIONAL SERVICES (not covered under support)
During Standard Hours	\$175	\$175	\$150

During After Hours	\$250	\$250	\$225
All rates are per hour, with a one hour minimum, billed in 30 minute increments after the first hour. Any necessary parts, hardware, or software will be billed to the customer. If on-site support is requested, there is a \$150 trip fee, plus travel expenses. The trip fee and travel expenses are waived for Platinum support plans for any visit within 125 miles of a physical Transcend United office.			

The Transcend Response Center is staffed 24 x 7 x 365 and urgent requests are handled promptly. However, not all requests may be urgent, and the response time you can expect will vary according to the severity of your problem and the time of day you make your request. Please see the General Support Guidelines for a description of our response time SLAs.

As described in the General Support Guidelines, we classify support requests into three categories, Red, Yellow, and Green. Here are the applicable definitions for ShoreTel systems:

Classification	Definition
Red	<ul style="list-style-type: none"> A system problem is causing major impact to a customer's core business processes and requires immediate attention. Examples include: <ul style="list-style-type: none"> A ShoreGear switch is inoperative A minimum of 10% of all telephone endpoints in the system cannot place or receive calls. A minimum of 10% of all trunks in the system are inoperative. One or more T1 circuits are inoperative. Failure of a system processor or power supply.
Yellow	<ul style="list-style-type: none"> A system problem is affecting a customer's business processes, and the problem requires prompt attention but is not immediately critical. Not all essential applications or functionality are available to a significant portion of the system users. Performance of an essential application and/or functionality is affecting a critical department. A temporary workaround has been provided, but the problem reoccurs periodically. A workaround exists, but is unacceptable to the customer due to the impact on the customer's business
Green	<ul style="list-style-type: none"> A customer has a problem or question that is non-critical and not directly affecting business processes. Less-than-desirable access to or performance of system components which affect non-critical parts of customer's business.

Authorized Support Contacts for this Product

Company Name And Mailing Address:	Company:
	Address:
	Address:
	City, State, Zip:
Authorized Contact #1:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #2:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #3:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #4:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	

Warranty and Support Guidelines

- All Hardware/Software Additions will be prorated to co-term with your existing contract.
- All parts are covered for the contracted Support period or for the duration of manufacturer's standard warranty. Support/Warranty coverage is for work of a repair nature only.
- Emergency replacement of parts warranted or under a Support contract will be repaired or replaced within standard manufacturer delivery timeframes for the country in question (depending on product availability and does not include products that have reached end of life.)
- For products not covered under warranty or support, all shipping and handling charges will be billed back to Customer.
- Warranty support means the examination, testing, repair or part replacement performed to restore the equipment to its proper operating status.
- Patches and updates will be installed at Transcend United's discretion if deemed to improve system performance. Any hardware enhancements that may be required to support these upgrades or updates are not included.
- Major Releases/Upgrades - while under warranty, the software to perform major releases/upgrades is provided to the customer at no charge; however, labor for installation and support services that will be required to implement major upgrades is subject to the type of Support contract purchased.

Warranty and Support Stipulations

- Parts that have been named "end of life" by the manufacturer are NOT covered.
- Transcend United will only provide support for release versions that are considered still under support by the manufacturer.
- Additions, deletions, and/or modifications to the System are not included. Any on-site or remote technical assistance that is not of a repair nature shall be billable at Transcend United's current labor and material rates.
- Applications that have been created by parties other than Transcend United are not supported.
- Customer understands that the equipment purchased may be connected to a variety of customer-supplied pieces of equipment such as "UPS" devices and or other telephone networks. Should these external devices cause customer's ShoreTel system to fail, Transcend United may, at its sole discretion, charge the Customer the current rates for diagnosing and repairing any and all equipment necessary to bring the solution back to working order.
- The customer also understands that ONLY the ShoreTel hardware and software listed in Exhibit C will be included in this support contract and that all other devices such as; Servers, Network Switches, Circuits, etc... are NOT included in this support contract.
- Transcend United will determine the number of personnel required to respond to a request for warranty support.

Return Material Authorization (RMA) – for North America and International customers

Contact the Transcend Response Center to open an RMA request or reference the existing RMA request number. If an open request is already being worked, we will need to know the model type for defective hardware being returned, color, and serial number on the defective hardware device.

ShoreTel offers advanced replacement for ShoreGear switches. There will be return labels in the RMA shipment. Please use these to return the defective product within 30 days. Once the defective product is received we will then close the RMA. If product is not returned within 30 days, you will be billed for the equipment.

For ShoreTel phones covered under a Transcend United Silver, Gold, or Platinum plan, the customer will receive the new phone and then use the return labels provided to return the defective phone. For ShoreTel phones not covered under manufacturer's warranty or a Transcend United Silver, Gold, or Platinum plan, the customer will need to purchase a replacement at current pricing. .

North America Customers:

Per ShoreTel's policy for RMA requests, any requests made before 5 pm US Eastern time during normal business days, the replacement equipment will ship that same day, otherwise shipment will be released the following business day. Standard delivery timeframes for orders received by 5 pm US Eastern time:

- ShoreGear switches - Next Business Day
- ShoreTel IP Phone – Ground Delivery

International Customers:

Per ShoreTel's policy for RMA requests, international customers RMA requests can be made at any time and all timeframes to receive the replacement equipment will be in accordance with the country availability per the Global Account Program. Any international customer may choose to purchase an additional ShoreGear Switch at a significant discount off list price if they require local survivability. Delivery times for replacement equipment will vary by country availability matrix.

- ShoreGear switches – One/Two/Three business days

- o ShoreTel IP Phone – Ground Delivery

Support Disclaimer

The Customer shall not permit a third party other than Transcend United or their authorized agent, to perform Support, attempt repairs, or change the system or equipment while such system and equipment is under a Support agreement, unless agreed to by prior written approval by Transcend United, (this excludes MAC's and system administration done through the ShoreWare Director or Voicemail server).

Unless Customer has purchased a backup solution from Transcend United, Customer is 100% responsible to incorporate the ShoreTel servers into their overall back-up strategy, along with all restores of OS and ShoreTel server software configuration.

Management of the Microsoft patches for servers running Microsoft Server Operating Systems are the responsibility of the customer. Transcend United recommends installing only software updates from Microsoft and NOT a full service pack. Full service packs should only be installed with prior approval either from Transcend United or ShoreTel.

Antivirus software is NOT included on servers sold through Transcend United and is the responsibility of the customer.

CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS PRODUCT SUPPORT GUIDELINE FOR SHORETEL AND AGREES TO IT.

Accepted by:

Customer: City of Windom

Transcend United Technologies:

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date



Lutheran Social Service

for changing lives

October 17, 2012

Dear Site Facility Owner/Operator,

I am enclosing the 2013 site use agreement for your review and signature.
Please return the contract to our Moorhead Office in the self addressed envelope.

Keep a copy of the agreement for your files.

If you have any questions, I can be reached at 218.233.7521.

Thank you and we look forward to another very successful year as we partner
with you to provide service to area seniors.

Sincerely,

Monica Douglas

Monica Douglas

Senior Program Director

LSS Senior Nutrition Program

715 North 11th Street, Suite #401C

Moorhead, MN 56560

218.233.7521

monica.douglas@lssmnorg

LSS SENIOR NUTRITION PROGRAM
715 North 11th St, Suite 401C, Moorhead, MN 56560
Phone: 218-233-7521, Toll-free: 1-800-488-4146, Fax: 218-236-0836

SITE USE AGREEMENT - 2013

Site Name Winton

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in _____.

This agreement made this 24th day of October, 2012, by and between _____ hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the _____.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City _____ Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of _____. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe six holidays a year which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of restrooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to inspect, maintain, repair and replace the facility and the equipment located in the facility. The company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility and shall have the Nutrition Program as an additional insured under any such policies.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Nutrition Program agrees to pay an equipment utility reimbursement of \$389/yr of operation. Payment will be made on a quarterly basis.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2013 to December 31, 2013, to be used as a nutrition site for seniors on the following days/evenings: _____.

XII. Other: _____

XIII. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age _____% and over 60 years of age _____%.

LSS SENIOR NUTRITION PROGRAM

OWNER/OPERATOR

Senior Program Director Date
715 North 11th Street, Suite #401C
Moorhead, MN 56560
218.233.7521
monica.douglas@lssmn.org

Signature Date

Print Name

Address

Phone #

Fax#

E-mail:

LSS Senior Nutrition Program Site Use Agreement Addendum

This addendum is hereby incorporated into the attached Site Use Agreement entered into by LSS and the City of Windom on the 6th day of November, 2012.

Both parties hereby agree to the following:

1. Site – the site for the Senior Nutrition Program is the Windom Community Center, 1750 Cottonwood Lake Drive, Windom, MN 56101; hereafter "site".

The primary areas to be utilized for the Senior Nutrition Program will be Room #120 (kitchen and dining area).

2. Access – LSS and/or their representatives, vendors, employees or patrons shall not have keys or unsupervised access to the site. City of Windom employees will provide access to the site generally between the hours of 7:00 a.m. and 1:00 p.m. Monday – Friday (unless the site is closed due to weather or holiday).
3. Right of Use -- Should the Windom Community Center, from time to time, require the use of Room #120 LSS and the Senior Nutrition Program agree to relocate per the direction Windom Community Center staff to another area of the site which is reasonably sufficient to meet the needs of the Senior Nutrition Program. Notification to the Senior Nutrition Program's on site representative, or his/her designee, shall be provided by the Windom Community Center staff at least 24 hours in advance.
4. Insurance – LSS will provide the City of Windom with evidence that the site is covered under the umbrella issued by Marsh USA, Inc. Certificate Number _____.
5. Cleaning – The Senior Nutrition Program agrees to restore community facilities to ordinary cleanliness after use according to paragraph IV of this Agreement. Said ordinary restoration will include, but is not limited to, wiping down tables and chairs, wiping/cleaning up food or debris from the floor, wiping down kitchen equipment and walls after use, mopping the kitchen floor.
6. Snow Policy – The Windom Community Center and LSS Senior Nutrition Program agree that there will be no senior activities including the Senior Dining Program on "snow days" as determined by the Windom School District.
7. Supplies – LSS Senior Nutrition Program acknowledges that the Windom Community Center is not responsible for the purchase or provision of 'expendables' used by the Senior Nutrition Program such as hand towels, paper towels, dish washer soap or cleaning supplies. Windom Community Center agrees to work with LSS to provide a secure location for the storage of said supplies.

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

**AUTHORIZATION TO ACCEPT A DONATION FROM
LLOYD C. KRUSE
FOR THE WINDOM FIRE DEPARTMENT**

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, the City of Windom has received a donation from Lloyd C. Kruse in the amount of \$500.00 for the Windom Fire Department; and

WHEREAS, the donation requires that the funds be used by the Windom Fire Department to support the activities of the Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$500.00 offered by Lloyd C. Kruse for use by the Windom Fire Department upon the terms set forth herein.

Adopted by the Council this 6th day of November, 2012.

Attest: _____
 Steven Nasby, City Administrator

Kirby G. Kruse, Mayor

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT DONATION OF MATCHING FUNDS FOR ENTRANCE SIGNS

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, the EDA has received a donation from Town 'N Country Appliance Inc. in the amount of \$50.00; and

WHEREAS, the donor has requested that these funds be used towards the local match for the 2012 Entrance Sign Grant from the Remick Foundation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation from Town 'N Country Appliance Inc. in the amount of \$50.00 for use upon the terms set forth herein.

Adopted by the Council this 6th day of November, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

MEMORANDUM



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

TO: City Council

FROM: Personnel Committee
Liquor Store, Acting Manager

DATE: November 2, 2012

RE: Recommendations to City Council

Police Department

On October 11, 2012 the Personnel Committee met to review a request by the Police Chief regarding the advancement of step increases for officers. Officer Louis Norell recently completed his first year of employment and is eligible for a step increase in accordance with the applicable labor agreements. In the past, officers have moved up the pay scale at an accelerated rate to promote compensation equity with the County Sheriff's Department. The Police Chief and Personnel Committee are recommending that Officer Norell be placed on Step 5 of the pay plan retro-active to his one year anniversary date.

Liquor Store

The liquor store is requesting the approval of Ann Kuehl as a new, part-time employee.

MEMORANDUM



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

TO: City Council
FROM: City Administrator *Seymour*
DATE: November 2, 2012
RE: City Employee Recognition Event – Non Public Funds

At the last City Council meeting there was continued discussion about the City Employee Recognition event pertaining to its timing and inclusion of non-employees. Also as previously discussed, there are specific State rules related to the use of public funds for this type of activity and what constitutes a “public purpose” as defined by the State Auditor’s Office.

To enable the City to include non-employees, without charge, one option that exists is that if there were donations for such a non-public purpose that were not solicited nor handled through the City. For example, a donation made directly to a participating vendor (such as for the food) which would then be provided for non-employees. Since the benefit of the donation is not directed to the City or an employee the funds would not fall under the State’s rules. Prior to proceeding with this option staff is requesting that it be verified by the City Attorney and/or LMC as allowable.

Regarding timing of the event, the Council asked that employees were surveyed for a date. This was completed, but no date selected due to the above matter. A suggestion was to plan it for an end of the year celebration. Staff is asking for Council direction on how to proceed.

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

Check#	Vendor Name	Description	Dept	Amount
		Vendor 03550 Total:		686.66
137726	DEFRIES COLLISION CENTER	MAINTENANCE	01-165-4	783.00
137726		MAINTENANCE	64-184-4	200.00
		Vendor 03630 Total:		983.00
137727	DISH NETWORK	SERVICE	69-199-4	3,400.00
		Vendor 03875 Total:		3,400.00
137757	MELVIN DUERKSEN	CONCRETE WORK-SPEC BLDG	67-187-4	1,750.00
137757		MAINTENANCE	61-181-4	533.02
		Vendor 04324 Total:		2,283.02
137731	E-911	911 SERVICE	69-199-6	43.95
		Vendor 04353 Total:		43.95
137732	EHLERS & ASSOC., INC.	ABATE CONSULTANTS	67-187-4	425.00
		Vendor 04490 Total:		425.00
137733	ELECTRIC FUND	UTILITY BILLING-OCTOBER	69-199-6	2,268.78
137733		UTILITY BILLING-OCTOBER	61-181-4	6,042.64
137733		UTILITY BILLING-OCTOBER	62-182-4	274.03
137733		UTILITY BILLING-OCTOBER	63-183-4	13,692.57
137733		UTILITY BILLING-OCTOBER	64-184-4	2,641.15
137733		UTILITY BILLING-OCTOBER	67-187-4	70.70
137733		UTILITY BILLING-OCTOBER	60-180-4	1,156.19
137733		UTILITY BILLING-OCTOBER	12-175-4	92.78
137733		UTILITY BILLING-OCTOBER	14-177-4	2,164.13
137733		TRANSFERS-TELECOM TO UTI	69--1061	459.23
137733		UTILITY BILLING-OCTOBER	01-103-4	372.41
137733		UTILITY BILLING-OCTOBER	01-106-4	51.46
137733		UTILITY BILLING-OCTOBER	01-115-4	586.37
137733		UTILITY BILLING-OCTOBER	01-120-4	68.87
137733		UTILITY BILLING-OCTOBER	01-125-4	29.55
137733		UTILITY BILLING-OCTOBER	01-130-4	13.25
137733		UTILITY BILLING-OCTOBER	01-140-4	2,761.03
137733		UTILITY BILLING-OCTOBER	01-165-4	2,738.37
137733		UTILITY BILLING-OCTOBER	03-171-4	426.31
137733		UTILITY BILLING-OCTOBER	13-176-4	25.05
		Vendor 04500 Total:		35,934.87
137734	EXPERT T BILLING	SEPTEMBER BILLING	13-176-4	1,336.50
		Vendor 04763 Total:		1,336.50
137735	FOX SPORTS	SUBSCRIBER	69-199-4	10,603.92
		Vendor 05655 Total:		10,603.92
137736	FOX TELEVISION STATIONS,	SUBSCRIBER	69-199-4	3,749.16
		Vendor 05657 Total:		3,749.16

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

Check#	Vendor Name	Description	Dept	Amount
137739	GDF ENTERPRISES, INC	RENTAL	01-140-4	127.72
		Vendor 05780 Total:		127.72
137738	GALE	BOOKS	03-171-4	382.53
		Vendor 05785 Total:		382.53
137722	GCC READY MIX	NEW CONSTRUCTION	62--1301	705.91
		Vendor 05823 Total:		705.91
137755	MARV GRUNIG	EXPENSE	62-182-4	77.70
		Vendor 06340 Total:		77.70
137742	HACH COMPANY	MAINTENANCE	61-181-4	254.93
		Vendor 06750 Total:		254.93
137743	HAGEN DISTRIBUTING	MERCHANDISE	60-180-4	6,685.10
		Vendor 06800 Total:		6,685.10
137706	A H HERMEL CANDY & TOBAC	MERCHANDISE	14-177-4	28.81
137706		MERCHANDISE	12-175-4	164.53
137706		MERCHANDISE	60-180-4	526.62
		Vendor 07240 Total:		719.96
137741	H P SUDS CLUB, LLC	BILLING CONTRACT SERVICE	69-199-6	484.38
137741		BILLING CONTRACT SERVICE	61-181-4	161.46
137741		BILLING CONTRACT SERVICE	62-182-4	161.46
137741		BILLING CONTRACT SERVICE	63-183-4	161.45
		Vendor 07610 Total:		968.75
137744	HUBBARD BROADCASTING INC	SUBSCRIBER	69-199-4	696.40
		Vendor 07625 Total:		696.40
137789	WINDOM AUTO VALU	MAINTENANCE	01-165-4	5.40
137789		MAINTENANCE	13-176-4	45.98
137789		MAINTENANCE	63-183-4	447.75
137789		MAINTENANCE	01-140-4	103.04
137789		MAINTENANCE	64-184-4	134.59
137789		MAINTENANCE	69-199-4	4.61
		Vendor 07650 Total:		741.37
137748	JCL SOLUTIONS - JANITORS	MAINTENANCE	64-184-4	150.22
		Vendor 08110 Total:		150.22
137714	BUCKWHEAT JOHNSON	MEMSA EXPENSE	13-176-4	214.09
		Vendor 08220 Total:		214.09
137749	JOHNSON BROS.	CREDIT - MERCHANDISE	60-180-4	1,358.22
		Vendor 08250 Total:		1,358.22
137750	JOHNSON COUNTY COURT	#CDDMO13726	70--5050	930.23

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

Check#	Vendor Name	Description	Dept	Amount
		Vendor 08260 Total:		930.23
137751	KRUEGER BODY SHOP	REPAIR	13-176-4	503.92
		Vendor 08516 Total:		503.92
137747	J. H. LARSON	PARTS / SUPPLIES	62--1115	31.37
137747		SUPPLIES/MAINTENANCE	62-182-4	95.60
		Vendor 08850 Total:		126.97
137753	LIFETIME	SUBSCRIBER	69-199-4	1,317.00
		Vendor 09310 Total:		1,317.00
137752	LIFETIME MOVIE NETWORK	SUBSCRIBER	69-199-4	31.00
		Vendor 09311 Total:		31.00
137719	CHERYL LILLEGAARD	EXPENSE	62-182-4	91.02
		Vendor 09320 Total:		91.02
137756	MCLAUGLIN & SCHULZ, INC	MAINTENANCE	61-181-4	313.42
137756		MAINTENANCE	63-183-4	313.43
		Vendor 09649 Total:		626.85
137754	MANKATO MOBIL - ALPHA WI	MAINTENANCE	01-130-4	150.00
		Vendor 09750 Total:		150.00
137759	MN DEPT OF HEALTH	WATER SUR CHARGE	61-181-4	3,230.00
		Vendor 10596 Total:		3,230.00
137760	MN DEPT OF HEALTH	REGISTRATION	61-181-4	90.00
		Vendor 10598 Total:		90.00
137761	MN DEPT OF LABOR & INDUS	BOILER	03-171-4	10.00
137761		PRESSURE VESSEL	01-140-4	20.00
137761		BOILER	12-175-4	10.00
137761		PRESSURE VESSEL	63-183-4	10.00
137761		BOILER	01-115-4	10.00
		Vendor 10650 Total:		60.00
137762	MN DEPT OF LABOR & INDUS	QUART BLDG PERMIT SURCHA	01-106-4	536.15
		Vendor 10660 Total:		536.15
137763	MN REAL ESTATE JOURNAL	SUBSCRIPTION	67-187-4	136.00
		Vendor 10753 Total:		136.00
137764	MN VALLEY TESTING	TESTING	63-183-4	921.80
		Vendor 11400 Total:		921.80
137758	MN MUNICIPAL UTILITIES A	SAFETY MANUAL	62-182-4	146.01
		Vendor 11420 Total:		146.01

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

Check#	Vendor Name	Description	Dept	Amount
137765	MPLS-ST PAUL MAGAZINE	SUBSCRIPTION	03-171-4	19.95
		Vendor 11597 Total:		19.95
137766	NATIONAL CABLE TV COOP	SUBSCRIBER	69-199-4	58,804.81
		Vendor 11950 Total:		58,804.81
137718	CENTURY LINK	TELEPHONE	61-181-4	58.87
137718		TELEPHONE	62-182-4	55.40
137718		TELEPHONE	01-140-4	58.87
137718		TELEPHONE	63-183-4	260.60
137718		TELEPHONE	01-125-4	58.87
137718		TELEPHONE	13-176-4	58.87
		Vendor 12700 Total:		551.48
137767	ONVOY, INC	SWITCHING SERVICES	69-199-6	3,235.97
		Vendor 12875 Total:		3,235.97
137769	PHILLIPS WINE & SPIRITS	CREDIT - MERCHANDISE	60-180-4	1,007.26
		Vendor 13495 Total:		1,007.26
137770	QUILL CORP	TONER	01-103-4	155.59
		Vendor 13970 Total:		155.59
137707	ALLAN REMPEL	EXPENSE	13-176-4	65.51
		Vendor 14155 Total:		65.51
137772	RIVERSIDE LAUNDRY	CLEANING	01-125-4	64.13
		Vendor 14400 Total:		64.13
137773	S&K TRUCK LINE, INC.	FREIGHT	60-180-4	183.15
		Vendor 14650 Total:		183.15
137774	SDN COMMUNICATIONS	SERVICE	69-199-6	2,839.78
		Vendor 15035 Total:		2,839.78
137776	SHOPKO	SUPPLIES	67-187-4	10.54
137776		SUPPLIES	01-106-4	10.54
		Vendor 15332 Total:		21.08
137777	SOUTHERN MINN CONSTRUCTI	CREDIT-INV 1010668 PD TW	01-140-4	594.01
		Vendor 15484 Total:		594.01
137779	SW MN HOUSING PARTNERSHI	DRAW II	17-163-4	11,825.00
		Vendor 15536 Total:		11,825.00
137778	STONER INDUSTRIAL, INC.	SERVICE	62-182-4	68.20
137778		SERVICE	69-199-4	38.26
137778		SERVICE	14-177-4	84.22
137778		SERVICE	64-184-4	9.55
		Vendor 16015 Total:		200.23

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

Check#	Vendor Name	Description	Dept	Amount
137780	TANKNOLOGY INC	MAINTENANCE	62-182-4	622.60
		Vendor 16281 Total:		622.60
137781	TELECOM	REF-UTIL PP TO C.ELDERS	62--2013	125.00
		Vendor 16335 Total:		125.00
137782	TKDA ENGINEERS	PART C CONSTRUCTION	11--2043	2,076.33
		Vendor 16522 Total:		2,076.33
137783	TOWER DISTRIBUTION COMPA	SUBSCRIBER	69-199-4	405.50
		Vendor 16534 Total:		405.50
137784	TOWN 'N COUNTRY	AIR CONDITIONER	63-183-4	748.11
		Vendor 16535 Total:		748.11
137785	TRI-STATE RENTAL CENTER	EQUIPMENT RENT	01-165-4	134.22
		Vendor 16645 Total:		134.22
137787	WATONWAN COUNTY	SUPPORT	01-120-4	148.76
		Vendor 18145 Total:		148.76
137788	WINDOM AREA HOSPITAL	TESTING	01-120-4	39.50
137788		TESTING	13-176-4	49.25
		Vendor 18500 Total:		88.75
137790	WINDOM FIRE SAFETY	SUPPLIES	01-125-4	25.00
		Vendor 18700 Total:		25.00
137746	INTERSTATE ALL BATTERY C	SUPPLIES	69-199-5	155.82
		Vendor 22186 Total:		155.82
137740	GOLDEN WEST TECHNOLOGIES	SUPPORT	69-199-6	62.98
		Vendor 22431 Total:		62.98
137771	RADIANT COMMUNICATIONS C	MAINTENANCE	69-199-4	148.46
		Vendor 22460 Total:		148.46
137715	CALEB GOLTZ	REF BALANCE OF UTIL PREP	62--2013	37.55
		Vendor 22465 Total:		37.55
137725	DAN VONDRAK	REF-BALANCE OF UTIL PREP	62--2013	291.97
		Vendor 22466 Total:		291.97
137729	DOROTHY VOLLAN	REFUND UTILITY PREPAYMEN	62--2013	300.00
		Vendor 22467 Total:		300.00
137730	DUANE BAUMAN	REFUND - UTILITY PREPAYM	62--2013	320.56
		Vendor 22468 Total:		320.56
137737	FRANCISCO QUINONES	REFUND - STATEMENT CREDI	69--1061	29.01

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

Check#	Vendor Name	Description	Dept	Amount
		Vendor 22469 Total:		29.01
137768	PETER EDWARDS	REFUND- UTILITY PREPAYME 62--2013		300.00
		Vendor 22470 Total:		300.00
137775	SHANTEL PETERSON	REFUND-UTILITY PREPAYMEN 62--2013		300.00
		Vendor 22471 Total:		300.00
137728	DISNEY MOVIE CLUB	MOVIES	03-171-4	28.90
		Vendor 99188 Total:		28.90
		Report Total:		384,696.57

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

Ranges: Check Date: (A)
 Check #: (R) 137791 - 137889
 Schedule Journal: (A)
 Bank#: (A)

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

Check#	Vendor Name	Description	Dept	Amount
137794	AG BUILDER OF SOUTHERN M	MAINTENANCE TRANSFORMER	62-182-4	350.00
		Vendor 00071 Total:		350.00
137793	AFLAC	INSURANCE	70--5050	476.06
		Vendor 00200 Total:		476.06
137798	B B C WORLDWIDE AMERICA	SUBSCRIBER	69-199-4	48.20
		Vendor 00992 Total:		48.20
137797	AUDIO GO	BOOKS & AUDIO	03-171-4	112.26
		Vendor 01000 Total:		112.26
137800	BECKER ARENA PRODUCTS, I	MAINTENANCE	64-184-4	281.08
		Vendor 01250 Total:		281.08
137801	BEVERAGE WHOLESALERS	MERCHANDISE	60-180-4	6,714.10
		Vendor 01285 Total:		6,714.10
137802	BORDER STATES	PARTS & SUPPLIES	62--1115	2,424.57
		Vendor 01800 Total:		2,424.57
137804	IRBY ELECTRICAL DISTRIBU	NEW CONSTRUCTION	62--1302	958.67
		Vendor 02100 Total:		958.67
137806	COLE PAPERS INC.	SUPPLIES	62-182-4	156.49
		Vendor 02710 Total:		156.49
137795	AMERIGAS PROPANE L.P.	WATER TREATMENT	01-115-4	23.46
		Vendor 03158 Total:		23.46
137808	COTTONWOOD VET CLINIC	CITY POUND	01-135-4	99.08
		Vendor 03160 Total:		99.08
137817	DISCOVERY DIGITAL NETWOR	SUBSCRIBER	69-199-4	83.37
		Vendor 03873 Total:		83.37
137818	DISPLAY SYSTEMS INTERNAT	SERVICE	69-199-4	163.88
		Vendor 03882 Total:		163.88
137821	EAGLE APPLIANCE RECYCLIN	FALL 2012 RECYCLING PICK	01-145-4	1,900.00
		Vendor 04357 Total:		1,900.00
137822	ERICKSON OIL CO	GAS	63-183-4	59.05
137822		GAS	01-140-4	705.97

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

Check#	Vendor Name	Description	Dept	Amount
137822		GAS	01-165-4	176.31
137822		GAS	62-182-4	86.04
		Vendor 04700 Total:		1,027.37
137829	HAWKINS, INC	CHEMICALS	61-181-4	655.55
		Vendor 05000 Total:		655.55
137823	FREDIN CONSTRUCTION/CABI	2012 CIP SACT/SAND STORA	04--1207	2,152.58
		Vendor 05751 Total:		2,152.58
137825	GDF ENTERPRISES, INC	MAINTENANCE	01-140-4	252.03
		Vendor 05780 Total:		252.03
137826	GOPHER STATE ONE CALL	LOCATES	69-199-5	10.86
137826		LOCATES	63-183-4	10.88
137826		LOCATES	61-181-4	10.88
137826		LOCATES	62-182-4	10.88
		Vendor 06120 Total:		43.50
137888	WIRTZ BEVERAGE MN WINE & MERCHANDISE		60-180-4	5,057.95
		Vendor 06500 Total:		5,057.95
137864	NEAL GRUNEWALD	COMPOST SITE MANAGER	01-145-4	165.00
		Vendor 06605 Total:		165.00
137828	HAGEN DISTRIBUTING	MERCHANDISE	60-180-4	2,324.85
		Vendor 06800 Total:		2,324.85
137831	HEARTLAND PAPER COMPANY	SUPPLIES	01-165-4	19.41
137831		SUPPLIES	14-177-4	328.65
		Vendor 07100 Total:		348.06
137792	A. H. HERMEL COMPANY	MERCHANDISE	60-180-4	2.39
		Vendor 07240 Total:		2.39
137832	HOMETOWN SANITATION SERV	GARBAGE SERVICE	14-177-4	103.04
137832		GARBAGE SERVICE	60-180-4	96.12
137832		GARBAGE SERVICE	62-182-4	84.75
137832		GARBAGE SERVICE	63-183-4	85.04
137832		GARBAGE SREVICE	64-184-4	130.88
137832		GARBAGE SERVICE	01-115-4	72.68
137832		GARBAGE SERVICE	69-199-5	73.92
137832		GARBAGE SERVICE	01-140-4	130.85
137832		GARBAGE SERVICE	01-103-4	590.05
137832		GARBAGE SERVICE	01-165-4	148.00
		Vendor 07570 Total:		1,515.33
137827	H P SUDS CLUB, LLC	BILLING CONTRACT SERVICE	61-181-4	126.04
137827		BILLING CONTRACT SERVICE	62-182-4	126.04
137827		BILLING CONTRACT SERVICE	63-183-4	126.05

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

Check#	Vendor Name	Description	Dept	Amount
137827		BILLING CONTRACT SERVICE	69-199-6	378.12
		Vendor 07610 Total:		756.25
137834	HUB TELEVISION NETWORKS	SUBSCRIBER	69-199-4	21.88
		Vendor 07620 Total:		21.88
137835	HY-VEE, INC.	MERCHANDISE	67-187-4	41.45
137835		MERCHANDISE	01-103-4	9.60
137835		MERCHANDISE	14-177-4	371.28
		Vendor 07680 Total:		422.33
137836	INGRAM	BOOKS	03-171-4	1,415.42
		Vendor 07850 Total:		1,415.42
137841	JOHNSON BROS.	MERCHANDISE	60-180-4	2,365.34
		Vendor 08250 Total:		2,365.34
137842	JON JURGENS	EXPENSE	01-125-4	155.40
		Vendor 08307 Total:		155.40
137844	KARE GANNETT CO., INC	SUBSCRIBER	69-199-4	1,791.00
		Vendor 08387 Total:		1,791.00
137849	LANGUAGE LINE SERVICE	SERVICE	01-120-4	21.35
		Vendor 08830 Total:		21.35
137851	LAW ENFORCMENT LABOR SER	UNION DUES	70--5053	270.00
		Vendor 08857 Total:		270.00
137853	LOCAL UNION #949	UNION DUES	70--5053	1,548.46
		Vendor 09438 Total:		1,548.46
137857	MCLAUGHLIN & SCHULZ, INC	NEW CONSTRUCTION	62--1302	1,108.81
		Vendor 09649 Total:		1,108.81
137856	MARK MARCY	EXPENSE-	01-125-4	46.62
		Vendor 09800 Total:		46.62
137870	SOURCE ONE SOLUTIONS, LL	POSTAGE	69-199-6	2,078.34
137870		POSTAGE	61-181-4	953.21
137870		POSTAGE	62-182-4	1,959.92
137870		POSTAGE	63-183-4	953.21
		Vendor 10081 Total:		5,944.68
137880	VERIZON WIRELESS	SERVICE FOR LAP TOPS	01-120-4	78.06
137880		SERVICE FOR LAP TOPS	01-125-4	87.05
137880		SERVICE FOR LAP TOPS	13-176-4	78.06
		Vendor 10140 Total:		243.17
137858	MN BENEFIT ASSOCIATION	INSURANCE	70--5050	297.67

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

Check#	Vendor Name	Description	Dept	Amount
		Vendor 10400 Total:		297.67
137860	MN MUNICIPAL UTILITIES A	SAFETY COMP	01-106-4	603.95
137860		SAFETY COMP	01-140-4	2,013.16
137860		SAFETY COMP	61-181-4	1,207.89
137860		SAFETY COMP	60-180-4	805.26
137860		SAFETY COMP	14-177-4	1,207.90
137860		SAFETY COMP	01-165-4	402.63
137860		SAFETY COMP	62-182-4	4,615.79
137860		SAFETY COMP	67-187-4	603.95
137860		SAFETY COMP	01-103-4	2,013.16
137860		SAFETY COMP	69-199-6	2,013.16
137860		SAFETY COMP	63-183-4	1,207.89
137860		SAFETY COMP	64-184-4	805.26
		Vendor 10700 Total:		17,500.00
137861	MN VALLEY TESTING	TESTING	63-183-4	1,124.20
		Vendor 11400 Total:		1,124.20
137863	NATIONAL CABLE TV COOP	PARTS & SUPPLIES	69-199-6	707.26
		Vendor 11950 Total:		707.26
137833	OFFICEMAX - HSBC BUS SOL	SUPPLIES	62-182-4	140.67
		Vendor 12830 Total:		140.67
137866	OWN	SUBSCRIBER	69-199-4	45.90
		Vendor 12955 Total:		45.90
137859	MN ENERGY RESOURCES	SERVICE	69-199-6	9.98
137859		SERVICE	63-183-4	25.70
137859		SERVICE	03-171-4	44.02
137859		SERVICE	01-140-4	19.88
		Vendor 13100 Total:		99.58
137868	RON'S ELECTRIC INC	MAINTENANCE	64-184-4	140.89
137868		MAINTENANCE	62-182-4	342.44
		Vendor 14470 Total:		483.33
137869	S&K TRUCK LINE, INC.	FREIGHT	60-180-4	67.65
		Vendor 14650 Total:		67.65
137830	HD SUPPLY WATERWORKS	MAINTENANCE	61-181-4	399.32
137830		SUPPLIES & PARTS	61--1115	-352.89
		Vendor 15300 Total:		46.43
137871	SOUTHERN WINE & SPIRITS	MERCHANDISE	60-180-4	1,662.98
		Vendor 15488 Total:		1,662.98
137875	SW MN HOUSING PARTNERSHI	PROGRAM INCOME 2011 GRAN	17-163-4	13,477.00
		Vendor 15536 Total:		13,477.00

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

Check#	Vendor Name	Description	Dept	Amount
137874	STREICHER'S	EQUIPMENT	01-120-4	276.80
137874		SHIP-FREIGHT-INS ON RETU	01-125-4	8.99
		Vendor 16050 Total:		285.79
137876	TECHNOLOGY PLANNERS, LLC	OFF-AIR STUDY	69-199-4	1,335.00
		Vendor 16279 Total:		1,335.00
137810	DARREN TIETZ	REFUND - UTILITY PREPAYM	62--2013	300.00
		Vendor 16490 Total:		300.00
137879	TOWN 'N COUNTRY	MAINTENANCE	63-183-4	192.32
		Vendor 16535 Total:		192.32
137882	WENCK ASSOCIATES, INC.	PROFESSIONAL SERVICES	18-147-4	14,467.80
		Vendor 18247 Total:		14,467.80
137883	WERNER ELECTRIC	NEW CONST-ALLEY BTN 2ND	62--1301	313.03
137883		MAINTENANCE	64-184-4	260.19
		Vendor 18248 Total:		573.22
137884	WESCO DISTRIBUTION, INC	SUPPLIES / PARTS	62--1115	173.67
		Vendor 18250 Total:		173.67
137886	WESTRUM LEAK DETECTION I	LEAK DETECTION	61-181-4	1,200.00
		Vendor 18300 Total:		1,200.00
137815	DEPARTMENT OF ENERGY	POWER COST	62-182-4	111,914.78
		Vendor 18350 Total:		111,914.78
137887	WINDOM AREA CHAMBER OF C	ANNUAL MEETING	67-187-4	10.00
		Vendor 18420 Total:		10.00
137799	BANK MIDWEST	NSF - SUNDERMAN (AUTO PA	69-199-4	56.54
137791		NSF CHECK -HAYENGA	62-182-4	300.00
137791		NSF CHECK -HAYENGA	69-199-4	100.00
		Vendor 19100 Total:		456.54
137889	ZAYO BANDWIDTH	BANDWIDTH BILLING	69-199-6	5,675.60
		Vendor 19800 Total:		5,675.60
137809	CRYSTAL WINDSHIELD REPAI	WINDSHIELD REPAIR	13-176-4	50.00
		Vendor 22095 Total:		50.00
137807	COLTON DUNSE	EXPENSE	63-183-4	180.93
		Vendor 22131 Total:		180.93
137805	COGENT COMMUNICATIONS	SUPPLIES	69-199-6	1,750.00
		Vendor 22182 Total:		1,750.00
137867	POWER & TEL	MAINTENANCE	69-199-6	1,272.55

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

Check#	Vendor Name	Description	Dept	Amount
		Vendor 22219 Total:		1,272.55
137816	DETERMAN FLUID SOLUTIONS	SUPPLIES	62-182-4	63.90
		Vendor 22454 Total:		63.90
137854	MALLOY ELEC BEARING SUPP	SERVICE	63-183-4	729.88
		Vendor 22459 Total:		729.88
137885	WESTMORE INDUSTRIES, LLC	SUPPLIES	11-174-4	18.97
		Vendor 22464 Total:		18.97
137803	BRIAN LEWIS	REFUND - UTILITY PREPAYM	62--2013	300.00
		Vendor 22472 Total:		300.00
137811	DAY BY DAY, INC	ADVERTISING	69-199-6	756.00
		Vendor 22473 Total:		756.00
137796	ATLANTIC	SUBSCRIPTION	03-171-4	29.95
		Vendor 22475 Total:		29.95
137814	DENISE HOUSTON	REFUND-RECYCLING PICK UP	01-201-3	20.00
		Vendor 22476 Total:		20.00
137819	DON JACKSON	REFUND-RECYCLING PICK UP	01-201-3	20.00
		Vendor 22477 Total:		20.00
137820	DON KALASH	REFUND - RECYCLING PICK	01-201-3	10.00
		Vendor 22478 Total:		10.00
137843	JUDY JURGENS	REFUND - RECYCLING PICK	01-201-3	10.00
		Vendor 22479 Total:		10.00
137812	DEAN SMESTAD	ENERGY REBATE	62-182-4	25.00
		Vendor 22480 Total:		25.00
137813	DEL POMERENKE	ENERGY REBATE	62-182-4	25.00
		Vendor 22481 Total:		25.00
137824	GARY HOCHSTEIN	ENERGY REBATE	62-182-4	25.00
		Vendor 22482 Total:		25.00
137837	JACK ROGERS	ENERGY REBATE	62-182-4	25.00
		Vendor 22483 Total:		25.00
137838	JERRY BAUER	ENERGY REBATE	62-182-4	35.00
		Vendor 22484 Total:		35.00
137839	JERRY HOCKSTEIN	ENERGY REBATE	62-182-4	50.00
		Vendor 22485 Total:		50.00

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

Check#	Vendor Name	Description	Dept	Amount
137840	JERRY TORKELSON	ENERGY REBATE	62-182-4	50.00
		Vendor 22486 Total:		50.00
137846	KATHY PURRINGTON	REFUND-RECYCLING PICK UP	01-201-3	20.00
		Vendor 22487 Total:		20.00
137845	KATHRYN RALSTON	ENERGY REBATE	62-182-4	25.00
		Vendor 22488 Total:		25.00
137847	KELLY ALTMAN	ENERGY REBATE	62-182-4	25.00
		Vendor 22489 Total:		25.00
137848	KENT KELLY	REFUND - RECYCLING PICK	01-201-3	10.00
		Vendor 22490 Total:		10.00
137850	LAURIE HAUGEN	ENERGY REBATE	62-182-4	50.00
		Vendor 22491 Total:		50.00
137852	LELAND ERICKSON	REFUND - RECYCLING PICK	01-201-3	10.00
		Vendor 22492 Total:		10.00
137855	MARK & BRENDA SCHENK	ENERGY REBATE	62-182-4	50.00
		Vendor 22493 Total:		50.00
137862	NATALIE BURMEISTER	REFUND-RECYCLING PICK UP	01-201-3	20.00
		Vendor 22494 Total:		20.00
137865	NRS FARMS PARTNERSHIP	REFUND-WEDDING RECEPTION	14-277-3	175.00
		Vendor 22495 Total:		175.00
137873	STEVE FRESK	ENERGY REBATE	62-182-4	25.00
		Vendor 22496 Total:		25.00
137872	STEVE & MARSHA HARTBERG	ENERGY REBATE	62-182-4	50.00
		Vendor 22497 Total:		50.00
137877	TERESA JONES	REFUND - RECYCLING PICK	01-201-3	20.00
		Vendor 22498 Total:		20.00
137878	TODD GIESE	ENERGY REBATE	62-182-4	50.00
		Vendor 22499 Total:		50.00
137881	VERLIN CHRISTIANS	ENERGY REBATE	62-182-4	50.00
		Vendor 22500 Total:		50.00
		Report Total:		221,711.11

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

Ranges: Check Date: (A)
 Check #: (R) 137890 - 137942
 Schedule Journal: (A)
 Bank#: (A)

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

Check#	Vendor Name	Description	Dept	Amount
137894	AUTOMATIC SYSTEMS CO	SERVICE	63-183-4	859.58
		Vendor 00950 Total:		859.58
137892	AARON BACKMAN	MN MANUFACTURES SUMMIT	67-187-4	187.04
		Vendor 01045 Total:		187.04
137895	BEVERAGE WHOLESALERS	MERCHANDISE	60-180-4	6,795.80
		Vendor 01285 Total:		6,795.80
137896	BLUEHIGHWAYS	SUBSCRIBER	69-199-4	197.28
		Vendor 01660 Total:		197.28
137897	BOLTON & MENK, INC.	SERVICE FM WINDOM	63-183-4	4,962.50
137897		SERVICES	63--1368	7,882.50
		Vendor 01750 Total:		12,845.00
137898	CALIFORNIA CONTRACTORS S	EQUIPMENT	63-183-4	317.75
137898		EQUIPMENT	61-181-4	317.75
		Vendor 02130 Total:		635.50
137912	INDOFF, INC	SUPPLIES	69-199-6	8.10
		Vendor 03550 Total:		8.10
137901	DAVIS TYPEWRITER	SUPPLIES	67-187-4	6.15
137901		SUPPLIES	01-106-4	6.14
		Vendor 03600 Total:		12.29
137909	HAWKINS, INC	CHEMICALS	63-183-4	681.33
		Vendor 05000 Total:		681.33
137923	FEDER MECHANICAL INC	MAINTENANCE	14-177-4	904.83
		Vendor 05011 Total:		904.83
137902	FIBER INSTRUMENT SALES I	PARTS & SUPPLIES	69-199-6	716.63
		Vendor 05018 Total:		716.63
137904	FREDIN CONSTRUCTION/CABI	2012 CIP SAND/SALT SHED	04--1207	13,515.87
		Vendor 05751 Total:		13,515.87
137905	GDF ENTERPRISES, INC	MAINTENANCE RENTAL	01-140-4	255.44
		Vendor 05780 Total:		255.44
137906	GRAPHIC EDGE	FLAG FOOTBALL SHIRTS	01-150-4	211.25
		Vendor 06310 Total:		211.25

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

Check#	Vendor Name	Description	Dept	Amount
137941	WIRTZ BEVERAGE MN WINE &	CREDIT-MERCHANDISE	60-180-4	175.97
		Vendor 06500 Total:		175.97
137907	HACH COMPANY	MAINTENANCE	63-183-4	56.91
		Vendor 06750 Total:		56.91
137935	TIM HACKER	EXPENSE	13-176-4	60.95
		Vendor 06760 Total:		60.95
137908	HAGEN DISTRIBUTING	CREDIT - MERCHANDISE	60-180-4	2,057.70
		Vendor 06800 Total:		2,057.70
137893	APRIL HARRINGTON	EXPENSE	13-176-4	4.95
		Vendor 06847 Total:		4.95
137910	HIGH VOLTAGE EQUIP DIAG.	TESTING	62-182-4	3,196.30
		Vendor 07375 Total:		3,196.30
137911	HP SUDS CLUB, LLC	BILLING CONTRACT SERVICE	69-199-6	512.49
137911		BILLING CONTRACT SERVICE	63-183-4	170.85
137911		BILLING CONTRACT SERVICE	61-181-4	170.83
137911		BILLING CONTRACT SERVICE	62-182-4	170.83
		Vendor 07610 Total:		1,025.00
137913	J & K WINDOWS	OCT WINDOW CLEANING	03-171-4	20.00
		Vendor 08087 Total:		20.00
137914	JOHNSON BROS.	MERCHANDISE	60-180-4	4,946.90
		Vendor 08250 Total:		4,946.90
137919	MN VALLEY TESTING	TESTING	63-183-4	724.40
137919		TESTING	61-181-4	56.25
		Vendor 11400 Total:		780.65
137917	MN MUNICIPAL UTILITIES A	SERVICE	62-182-4	250.00
		Vendor 11420 Total:		250.00
137931	STEVE NASBY	SAFETY COUNCIL MTG	01-103-4	53.83
		Vendor 11940 Total:		53.83
137920	NCPERS MINNESOTA	INSURANCE	61-181-4	40.00
137920		INSURANCE	60-180-4	32.00
137920		INSURANCE	14-177-4	48.00
137920		INSURANCE	01-165-4	16.00
137920		INSURANCE	01-140-4	80.00
137920		INSURANCE	01-120-4	144.00
137920		INSURANCE	01-106-4	24.00
137920		INSURANCE	62-182-4	96.00
137920		INSURANCE	64-184-4	32.00
137920		INSURANCE	63-183-4	56.00

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

Check#	Vendor Name	Description	Dept	Amount
137920		INSURANCE	01-103-4	80.00
137920		INSURANCE	70--5051	32.00
137920		INSURANCE	67-187-4	24.00
137920		INSURANCE	69-199-4	80.00
		Vendor 12060 Total:		784.00
137900	CENTURY LINK	SERVICE	69-199-6	100.48
		Vendor 12700 Total:		100.48
137921	PEOPLE	SUBSCRIPTION	03-171-4	116.07
		Vendor 13095 Total:		116.07
137918	MN ENERGY RESOURCES	SERVICE	60-180-4	42.98
137918		SERVICE	01-115-4	19.88
137918		SERVICE	14-177-4	178.27
137918		SERVICE	64-184-4	137.30
137918		SERVICE	62-182-4	21.35
137918		SERVICE	63-183-4	106.84
		Vendor 13100 Total:		506.62
137922	PHILLIPS WINE & SPIRITS	MERCHANDISE	60-180-4	2,104.10
		Vendor 13495 Total:		2,104.10
137924	PRITTS ELECTRIC MOTORS,	MAINTENANCE	63-183-4	149.22
		Vendor 13759 Total:		149.22
137925	RECORDED BOOKS, LLC	BOOKS	03-171-4	282.60
		Vendor 14120 Total:		282.60
137926	RESCO	PARTS & SUPPLIES	62--1115	72.51
		Vendor 14262 Total:		72.51
137927	S&K TRUCK LINE, INC.	FREIGHT	60-180-4	163.95
		Vendor 14650 Total:		163.95
137929	SECR REV FUND/CITY OF WD	PETTY CASH REIMBURSEMENT	61-181-4	11.10
137929		PETTY CASH REIMBURSEMENT	62-182-4	16.45
137929		PETTY CASH REIMBURSEMENT	63-183-4	16.33
137929		PETTY CASH REIMBURSEMENT	67-187-4	15.50
137929		PETTY CASH REIMBURSEMENT	01-120-4	97.65
137929		PETTY CASH REIMBURSEMENT	01-101-4	4.00
137929		PETTY CASH REIMBURSEMENT	01-102-4	9.62
137929		PETTY CASH REIMBURSEMENT	01-103-4	20.78
		Vendor 15050 Total:		191.43
137930	STAR TRIBUNE	SUBSCRIPTION	03-171-4	68.25
		Vendor 15755 Total:		68.25
137932	SVOBODA EXCAVATING, INC	WATERMAIN REPAIR	61-181-4	1,195.00
		Vendor 16110 Total:		1,195.00

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

Check#	Vendor Name	Description	Dept	Amount
137933	TECHNOLOGY PLANNERS, LLC	SUPPORT Vendor 16279 Total:	69-199-4	4,155.21 4,155.21
137934	AMERICAN BOTTLING CO	MERCHANDISE Vendor 16528 Total:	60-180-4	189.20 189.20
137903	FLEET SERVICES DIVISION	LEASE CARS Vendor 16730 Total:	01-120-4	1,915.50 1,915.50
137936	USA TODAY	SUBSCRIPTION Vendor 17553 Total:	03-171-4	208.00 208.00
137937	WENCK ASSOCIATES, INC.	PROFESSIONAL SERVICES Vendor 18247 Total:	63--1369	368.50 368.50
137938	WINDOM AREA HOSPITAL	TESTING Vendor 18500 Total:	01-120-4	39.50 39.50
137939	WINDOM FIRE SAFETY	EQUIPMENT Vendor 18700 Total:	01-120-4	25.00 25.00
137940	WINDOM QUICK PRINT	COPIES Vendor 18800 Total:	62-182-4	5.07 5.07
137891	BANK MIDWEST	NSF CHECK-CARSTEN	60-180-4	12.45
137890		NSF CHECK -HERNANDEZ Vendor 19100 Total:	69-199-4	56.54 68.99
137942	WORTHINGTON DAILY GLOBE	SUBSCRIPTION	61-181-4	88.07
137942		SUBSCRIPTION Vendor 19500 Total:	63-183-4	88.08 176.15
137899	CENTURY BUSINESS PRODUCT	MAINTENANCE - COPIER	67-187-4	25.71
137899		MAINTENANCE - COPIER Vendor 22177 Total:	01-106-4	25.70 51.41
137915	JOLENE DAMMANN	REFUND -UTILITY PREPAY-J Vendor 22503 Total:	62--2013	300.00 300.00
137916	MEGAN SCHENK	REFUND-UTILITY PREPAYMEN Vendor 22504 Total:	62--2013	300.00 300.00
137928	SCHIEFFERT FARMS	SLUDGE HAULING Vendor 22505 Total:	63-183-4	8,528.81 8,528.81
		Report Total:		72,520.67

ELECTRONIC DISBURSEMENTS

10/18/2012 Citistreet MN	\$ (5,125.00)	Deferred Compensation
10/18/2012 MII FSA	\$ (223.32)	Flex Spending
10/18/2012 MII FSA	\$ (694.68)	Flex Spending
10/19/2012 Payroll	\$ (68,768.86)	Net Pay
10/19/2012 USA Tax Payment	(21,149.47)	Federal Payroll Tax
10/19/2012 MN PERA	\$ (15,918.92)	PERA Payment
10/22/2012 BCBS SWWC	\$ (39,703.50)	BCBS Premium
10/22/2012 MN Dept of Revenue	\$ (4,004.16)	State Tax Withholding
10/31/2012 MN Dept of Revenue	\$ (4,037.71)	State Tax Withholding
10/31/2012 Liquor Credit Card Fees	\$ (42.01)	Liquor Credit Card Fees
	\$ (159,667.63)	



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

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

www.bolton-menk.com

October 10, 2012

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

Re: Payment Request No. 11
Wastewater Treatment Improvements
Windom, Minnesota
BMI Project No. M21.103066

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Enclosed is Payment Request No. 11 from Robert L. Carr Company, in the amount of \$237,448.70 for the referenced project. We have reviewed the request and recommend you make full payment.

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

Respectfully Submitted,

BOLTON & MENK, INC.

R. Kelly Yahnke
Project Engineer

Enc.

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

G:\WIND\M21103066\8_Constr_Phase\Pay Estimates\Payreq 11.doc



AIA Document G702™ - 1992

Application and Certificate for Payment

Page 1 of 5

TO OWNER: City of Windom PROJECT: Wastewater Treatment Imp. Windom, Minnesota APPLICATION NO: 11 PERIOD TO: 9/28/12

Distribution to: OWNER [] ARCHITECT [] CONTRACTOR [] FIELD [] OTHER []

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$2,260,000.00
- 2. NET CHANGE BY CHANGE ORDERS \$ -0-
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$2,260,000.00
- 4. TOTAL COMPLETED & STORED TO-DATE (Column G on G703) \$2,058,030.00

5. RETAINAGE:

- a. 5 % of Completed Work (Columns D + E on G703) \$ 101,941.00
- b. 5 % of Stored Material (Column F on G703) \$ 960.50

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 102,901.50

6. TOTAL EARNED LESS RETAINAGE \$1,955,128.50

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,717,679.80

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 237,448.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ 304,871.50

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

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.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 no payment shown herein is now due.

CONTRACTOR: Robert L. Carr Co. By: [Signature] State of Minnesota Date: 10/4/12

County of: Lyon Subscribed and sworn to before me this 4th 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 \$ 237,448.70 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] By: [Signature] Date: 10-10-12

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

City of Windom: _____ Date: _____

010711AC04

Wastewater Treatment Improvements
 Windom, Minnesota

APPLICATION NO. 11
 PERIOD TO: 09/28/12
 APPLICATION DATE: 10/04/12

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
2550	Site Utilities	21,000	5,040			5,040	15,960
2600	Roads, Walks, and Curbs	10,000		10,000		10,000	0
2920	Seeding and Turf Restoration	5,000				0	5,000
2371	Erosion Control	18,000	6,300	4,140		10,440	7,560
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	729,585	36,040	16,731	782,356	199,449

Wastewater Treatment Improvements
 Windom, Minnesota

APPLICATION NO. 11
 PERIOD TO: 09/28/12
 APPLICATION DATE: 10/04/12

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
16150	Electric Motors	3,000	1,500	1,500		3,000	0
16200	Power Generation Systems	130,000	110,000	20,000		130,000	0
16400	Electric Distribution	20,000	14,000	6,000		20,000	0
16500	Lighting	5,000			2,479	2,479	2,521
16900	Starters and Motor Controls	10,000	6,000	4,000		10,000	0
16950	Instrumentation & Controls	450,000	306,064	143,936		450,000	0
	Grand Total	2,260,000	1,788,874	249,946	19,210	2,058,030	201,970

Grand Total

Attachment to
Application and Certificate for Payment No. 11 (period to 09/28/2012)

Contractor: Robert L. Carr Co.

Re: Wastewater Treatment Improvements
Windom, Minnesota

Subject: Unit price billing

Item A: Interceptor Sewer Replacement	Actual Qty/Unit	Unit Price	Amount
1. Remove Sanitary Manhole		\$500.00	\$0.00
2. 8" PVC Sanitary Sewer Pipe		\$45.00	\$0.00
3. 21" PVC Sanitary Sewer Pipe	200 LF	\$215.00	\$43,000.00
4. Sanitary Manhole, DES 4007-48"	24 LF	\$510.00	\$12,240.00
5. Sanitary Sewer Manhole DES Special	10 LF	\$1,100.00	\$11,000.00
6. Sanitary Sewer Outside Drop	10.6 LF	\$200.00	\$2,120.00
7. Sanitary Sewer Inside Drop		\$1,750.00	\$0.00
8. Sanitary Sewer Manhole Casting Assembly		\$500.00	\$0.00
9. Chimney Seal, Sanitary Manhole		\$300.00	\$0.00
10. Cleanout		\$800.00	\$0.00
Total - Item A			\$68,360.00

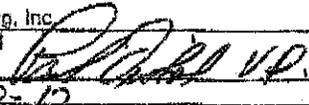
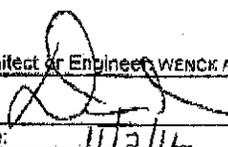
Item B: Inverted Siphon/River Crossing Replacement

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

Wastewater Treatment Improvements
Windom, Minnesota

STORED MATERIAL INVENTORY
ATTACHMENT TO APPLICATION AND CERTIFICATE
PER PAY REQUEST NO. 11
PERIOD TO: 09/28/2012

Item No.	Description	Ist Pay No.	Supplier	Invoice No.	Invoice Amount	Amount Stored Prev. App.	Amount Installed Prev. App.	Net Amt. Stored This App.	
A	Interceptor Sewer	1	HD Supply (Schmidt)	4029734	24,977.32	9,000		9000	
A	Interceptor Sewer	2	Hancock (Schmidt)	169207	4,964.24	1,822		1822	
A	Interceptor Sewer	2	Hancock (Schmidt)	169208	7,507.15	5,909		5909	
16500	Lighting	8	Meier (Graybar)	959324465	739.69	740		740	
16500	Lighting	8	Meier (Graybar)	959677017	1,738.66	1,739		1739	
TOTALS						39,927.06	19,210.00	0	19,210

USDA-FmHA Form FmHA 1924-18 PARTIAL PAYMENT ESTIMATE		CONTRACT NO. 0045-35 PARTIAL PAYMENT ESTIMATE #4 PAGE 1 OF 4	
OWNER: CITY OF WINDOM 2012 STREETS		CONTRACTOR: SVOBODA EXCAVATING, INC JACKSON, MN 56143	
		PERIOD OF ESTIMATE FROM 8/2/2012 TO 10/31/2012	
CONTRACT CHANGE ORDER SUMMARY		ESTIMATE	
NO	FmHA Approval Date	Amount Additions	Deductions
1		\$3,471.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
TOTALS		\$3,471.00	\$0.00
NET CHANGE		\$3,471.00	
		1. Original Contract..... \$597,928.00 2. Change Orders..... \$3,471.00 3. Revised Contract (1+2)..... \$601,397.00 4. Work Completed*..... \$557,270.31 5. Stored Materials*..... \$0.00 6. Subtotal (4+5)..... \$557,270.31 7. Retainage*..... \$27,863.52 8. Previous Payments..... \$507,691.85 9. Amount Due (6-7-8)..... \$21,514.94 * Detailed breakdown attachment	
CONTRACT TIME			
Original (days) 75		Starting Date 6/12/2012	
Revised		On Schedule <input type="checkbox"/> Yes	
Remaining 35		<input type="checkbox"/> No	
PROJECTED COMPLETION		PROJECTED COMPLETION	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.		ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	
Svoboda Excavating, Inc JACKSON, MN By:  Date: 11-2-12		Architect or Engineer WENCK ASSOCIATES By:  Date: 11/2/12	
APPROVED BY OWNER Owner: CITY OF WINDOM By: Date:		ACCEPTED BY FmHA: The review and Acceptance of this estimate by FmHA does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents. By: Date:	

2012 STREET IMPROVEMENTS
WINDOM, MINNESOTA 56101
PAY REQUEST #4

ITEM	CONTRACT		UNIT COST	THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE		
	APPROX. QUANTITY	UNIT		AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
TH 71										
WATERMAIN										
F & I 6" Valve & Box	4	EACH	\$ 1,300.00	\$ 5,200.00	0	\$ -	4	\$ 5,200.00	4	\$ 5,200.00
F & I 6" Tee	1	EACH	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	1	\$ 500.00
F & I 6" Plug/Cap	3	EACH	\$ 175.00	\$ 525.00	0	\$ -	3	\$ 525.00	3	\$ 525.00
F & I 4" Sleeve	1	EACH	\$ 200.00	\$ 200.00	0	\$ -	2	\$ 400.00	2	\$ 400.00
F & I 6" Sleeve	2	EACH	\$ 250.00	\$ 500.00	0	\$ -	2	\$ 500.00	2	\$ 500.00
F & I Hydrant	1	EACH	\$ 3,500.00	\$ 3,500.00	0	\$ -	1	\$ 3,500.00	1	\$ 3,500.00
F & I 6" 45 Deg. Bend	4	EACH	\$ 250.00	\$ 1,000.00	0	\$ -	4	\$ 1,000.00	4	\$ 1,000.00
F & I 10" Valve & Box	2	EACH	\$ 2,500.00	\$ 5,000.00	0	\$ -	2	\$ 5,000.00	2	\$ 5,000.00
F & I 10" Sleeve	2	EACH	\$ 500.00	\$ 1,000.00	0	\$ -	2	\$ 1,000.00	2	\$ 1,000.00
F & I 10" Plug/Cap	2	EACH	\$ 300.00	\$ 600.00	0	\$ -	2	\$ 600.00	2	\$ 600.00
F & I 4"x8" Tee	1	EACH	\$ 800.00	\$ 800.00	0	\$ -	1	\$ 800.00	1	\$ 800.00
F & I 10" 45 Deg. Bend	4	EACH	\$ 500.00	\$ 2,000.00	0	\$ -	4	\$ 2,000.00	4	\$ 2,000.00
F & I Tracing Wire Box	6	EACH	\$ 150.00	\$ 900.00	0	\$ -	6	\$ 900.00	6	\$ 900.00
F & I 1" Corp Stop	5	EACH	\$ 250.00	\$ 1,250.00	0	\$ -	5	\$ 1,250.00	5	\$ 1,250.00
F & I 1" Curb Stop	5	EACH	\$ 300.00	\$ 1,500.00	0	\$ -	6	\$ 1,800.00	6	\$ 1,800.00
F & I 6" C900 Watermain	90	L.F.	\$ 20.00	\$ 1,800.00	0	\$ -	130	\$ 2,600.00	130	\$ 2,600.00
F & I 6" PVC C900 Directional Bore	260	L.F.	\$ 37.00	\$ 9,620.00	0	\$ -	230	\$ 8,510.00	230	\$ 8,510.00
F & I 10" C900 Watermain	90	L.F.	\$ 37.00	\$ 3,330.00	0	\$ -	152	\$ 5,624.00	152	\$ 5,624.00
F & I 1" Type K copper service -Open Trench	450	L.F.	\$ 16.00	\$ 7,200.00	0	\$ -	0	\$ -	0	\$ -
F & I 1" Type K copper service -Directional Bore	360	L.F.	\$ 20.00	\$ 7,200.00	0	\$ -	875	\$ 17,500.00	875	\$ 17,500.00
Remove Curb and Gutter	60	L.F.	\$ 20.00	\$ 1,200.00	0	\$ -	30	\$ 600.00	30	\$ 600.00
Remove Sidewalk	325	SQ. FT.	\$ 5.00	\$ 1,625.00	170	\$ 850.00	325	\$ 1,625.00	495	\$ 2,475.00
Remove Hydrant	2	EACH	\$ 250.00	\$ 500.00	0	\$ -	2	\$ 500.00	2	\$ 500.00
Remove Valve	2	EACH	\$ 100.00	\$ 200.00	0	\$ -	2	\$ 200.00	2	\$ 200.00
Select Topsoil Borrow (CV)	15	C.Y.	\$ 50.00	\$ 750.00	0	\$ -	0	\$ -	0	\$ -
Aggregate Base Class 5	150	TON	\$ 15.00	\$ 2,250.00	0	\$ -	0	\$ -	0	\$ -
4" Bituminous Patching	350	SQ. YD.	\$ 65.00	\$ 22,750.00	42	\$ 2,730.00	350	\$ 22,750.00	392	\$ 25,480.00
F & I 12" Casing (Bore)	80	L.F.	\$ 150.00	\$ 12,000.00	0	\$ -	100	\$ 15,000.00	100	\$ 15,000.00
F & I 20" Casing (Bore)	80	L.F.	\$ 175.00	\$ 14,000.00	0	\$ -	100	\$ 17,500.00	100	\$ 17,500.00
Rock Subfoundation (CV)	100	C.Y.	\$ 5.00	\$ 500.00	0	\$ -	100	\$ 500.00	100	\$ 500.00
4" Walk Replacement	75	SQ. FT.	\$ 1.00	\$ 75.00	50	\$ 50.00	0	\$ -	50	\$ 50.00
6" Walk Replacement	150	SQ. FT.	\$ 1.00	\$ 150.00	120	\$ 120.00	0	\$ -	120	\$ 120.00
Concrete Curb and Gutter Design B618	60	L.F.	\$ 1.00	\$ 60.00	0	\$ -	20	\$ 20.00	20	\$ 20.00
WATERMAIN SUBTOTAL				\$ 109,685.00		\$ 3,750.00		\$117,904.00		\$121,654.00
Service Connections										
Connect Service to Casey's	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
Connect Service to Freedom	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
Connect Service to H&W	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
Connect Service to Three Son's	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
Connect Service to Car Quest	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
SERVICE CONNECTIONS SUBTOTAL				\$ 3,000.00		\$ -		\$ 3,000.00		\$ 3,000.00
Hansen Connections										
F & I 1" Corp Stop	1	EACH	\$ 200.00	\$ 200.00	0	\$ -	1	\$ 200.00	1	\$ 200.00
F & I 1" Curb Stop	1	EACH	\$ 200.00	\$ 200.00	0	\$ -	1	\$ 200.00	1	\$ 200.00
F & I 1" Type K copper service -Open Trench	30	L.F.	\$ 25.00	\$ 750.00	0	\$ -	30	\$ 750.00	30	\$ 750.00
F & I 1" Type K copper service -Directional Bore	50	L.F.	\$ 25.00	\$ 1,250.00	0	\$ -	50	\$ 1,250.00	50	\$ 1,250.00
Select Topsoil Borrow (CV)	2	C.Y.	\$ 50.00	\$ 100.00	0	\$ -	0	\$ -	0	\$ -
Connect Service to Hansen	1	EACH	\$ 1,000.00	\$ 1,000.00	0	\$ -	1	\$ 1,000.00	1	\$ 1,000.00
HANSEN'S CONNECTIONS SUBTOTAL				\$ 3,500.00		\$ -		\$ 3,400.00		\$ 3,400.00
River Road										
SANITARY SEWER										
F & I 8"x4" Wye	39	EACH	\$ 400.00	\$ 15,600.00	0	\$ -	39	\$ 15,600.00	39	\$ 15,600.00
Remove Sewer Pipe	1684	L.F.	\$ 2.00	\$ 3,368.00	0	\$ -	1554	\$ 3,108.00	1554	\$ 3,108.00
Remove Services	1330	L.F.	\$ 2.00	\$ 2,660.00	0	\$ -	1030	\$ 2,060.00	1030	\$ 2,060.00
Remove Manholes	7	EACH	\$ 350.00	\$ 2,450.00	0	\$ -	7	\$ 2,450.00	7	\$ 2,450.00
Bituminous Repairs	111	S.Y.	\$ 70.00	\$ 7,770.00	42	\$ 2,940.00	100	\$ 7,000.00	142	\$ 9,940.00
F & I Rock Subfoundation	183	C.Y.	\$ 5.00	\$ 915.00	0	\$ -	0	\$ -	0	\$ -
F & I 8" PVC Sewer Pipe SDR 35 8'-10' Deep	160	L.F.	\$ 30.00	\$ 4,800.00	0	\$ -	160	\$ 4,800.00	160	\$ 4,800.00
Dewatering Sewer	1000	L.F.	\$ 50.00	\$ 50,000.00	0	\$ -	0	\$ -	0	\$ -
F & I 4" Service	1365	L.F.	\$ 15.00	\$ 20,475.00	0	\$ -	1030	\$ 15,450.00	1030	\$ 15,450.00
F & I 12" PVC Sewer Pipe SDR 35 8'-10' Deep	1383	L.F.	\$ 32.00	\$ 44,256.00	0	\$ -	1413	\$ 45,216.00	1413	\$ 45,216.00

F & I 12" PVC Sewer Pipe SDR 35 10'-12" Deep	141	L.F.	\$ 32.00	\$ 4,512.00	0	\$ -	141	\$ 4,512.00	141	\$ 4,512.00
F & I Manhole Type 4007	63	L.F.	\$ 335.00	\$ 21,105.00	0	\$ -	63	\$ 21,105.00	63	\$ 21,105.00
F & I Manhole Casting	7	EACH	\$ 750.00	\$ 5,250.00	0	\$ -	7	\$ 5,250.00	7	\$ 5,250.00
4" Walk Replacement	1500	SQ. FT.	\$ 1.00	\$ 1,500.00	490	\$ 490.00	0	\$ -	490	\$ 490.00
6" Drive Replacement	400	SQ. FT.	\$ 1.00	\$ 400.00	400	\$ 400.00	0	\$ -	400	\$ 400.00
Curb and Gutter Replacement	220	L.F.	\$ 1.00	\$ 220.00	42	\$ 42.00	282	\$ 282.00	324	\$ 324.00
Valley Gutter Replacement	40	L.F.	\$ 15.00	\$ 600.00	37	\$ 555.00	40	\$ 600.00	77	\$ 1,155.00
Storm Drain Inlet Protection	1	LUMP SUM	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	1	\$ 500.00
Seeding-turf Type	0.25	ACRE	\$ 6,000.00	\$ 1,500.00	0.25	\$ 1,500.00	0	\$ -	0.25	\$ 1,500.00
Seed-turf Type 260	25	LB.	\$ 10.00	\$ 250.00	25	\$ 250.00	0	\$ -	25	\$ 250.00
Mulch-Type 1	0.5	TON	\$ 1,000.00	\$ 500.00	0.5	\$ 500.00	0	\$ -	0.5	\$ 500.00
Commercial Fertilizer (12-12-12)	125	LB.	\$ 2.00	\$ 250.00	125	\$ 250.00	0	\$ -	125	\$ 250.00

SANITARY SEWER SUBTOTAL \$ 188,881.00 \$ 6,927.00 \$127,933.00 \$134,860.00

WATERMAIN

F & I 8" Valve & Box	5	EACH	\$ 2,000.00	\$ 10,000.00	0	\$ -	5	\$ 10,000.00	5	\$ 10,000.00
F & I 6" Valve & Box	6	EACH	\$ 1,250.00	\$ 7,500.00	0	\$ -	6	\$ 7,500.00	6	\$ 7,500.00
F & I 4" Sleeve	2	EACH	\$ 200.00	\$ 400.00	0	\$ -	1	\$ 200.00	1	\$ 200.00
F & I 6" Sleeve	4	EACH	\$ 250.00	\$ 1,000.00	0	\$ -	4	\$ 1,000.00	4	\$ 1,000.00
F & I 8" Sleeve	2	EACH	\$ 400.00	\$ 800.00	0	\$ -	2	\$ 800.00	2	\$ 800.00
F & I Hydrant	2	EACH	\$ 3,500.00	\$ 7,000.00	0	\$ -	3	\$ 10,500.00	3	\$ 10,500.00
F & I 8" Tee	1	EACH	\$ 550.00	\$ 550.00	0	\$ -	2	\$ 1,100.00	2	\$ 1,100.00
F & I 8" 90 Deg. Bend	2	EACH	\$ 400.00	\$ 800.00	0	\$ -	1	\$ 400.00	1	\$ 400.00
F & I 6" 45 Deg. Bend	6	EACH	\$ 250.00	\$ 1,500.00	0	\$ -	1	\$ 250.00	1	\$ 250.00
F & I 8"x6" Tee	6	EACH	\$ 500.00	\$ 3,000.00	0	\$ -	5	\$ 2,500.00	5	\$ 2,500.00
F & I 1" Corp Stop	40	EACH	\$ 200.00	\$ 8,000.00	0	\$ -	38	\$ 7,600.00	38	\$ 7,600.00
F & I 1" Curb Stop	40	EACH	\$ 250.00	\$ 10,000.00	0	\$ -	38	\$ 9,500.00	38	\$ 9,500.00
F & I 4" Valve & Box	1	EACH	\$ 1,000.00	\$ 1,000.00	0	\$ -	1	\$ 1,000.00	1	\$ 1,000.00
F & I 6" C900 Watermain	180	L.F.	\$ 25.00	\$ 4,500.00	0	\$ -	30	\$ 750.00	30	\$ 750.00
F & I 1" Type K copper Service	1500	EACH	\$ 12.00	\$ 18,000.00	0	\$ -	1200	\$ 14,400.00	1200	\$ 14,400.00
F & I 8" C900 Watermain	1665	L.F.	\$ 26.00	\$ 43,290.00	0	\$ -	1590	\$ 41,340.00	1590	\$ 41,340.00
Bituminous Repairs	106	S.Y.	\$ 70.00	\$ 7,420.00	43	\$ 3,010.00	100	\$ 7,000.00	143	\$ 10,010.00
Rock Subfoundation (CV)	199	C.Y.	\$ 5.00	\$ 995.00	0	\$ -	0	\$ -	0	\$ -
4" Walk Replacement	1425	SQ. FT.	\$ 1.00	\$ 1,425.00	490	\$ 490.00	465	\$ 465.00	955	\$ 955.00
6" Drive Replacement	400	SQ. FT.	\$ 1.00	\$ 400.00	400	\$ 400.00	0	\$ -	400	\$ 400.00
Curb and Gutter Replacement	230	L.F.	\$ 1.00	\$ 230.00	42	\$ 42.00	282	\$ 282.00	324	\$ 324.00
Valley Gutter Replacement	40	L.F.	\$ 15.00	\$ 600.00	26	\$ 390.00	40	\$ 600.00	66	\$ 990.00

WATERMAIN SUBTOTAL \$ 128,410.00 \$ 4,332.00 \$117,187.00 \$121,519.00

6th Street

WATERMAIN

F & I 8" Valve & Box	2	EACH	\$ 1,500.00	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	2	\$ 3,000.00
F & I 6" Valve & Box	18	EACH	\$ 1,000.00	\$ 18,000.00	0	\$ -	18	\$ 18,000.00	18	\$ 18,000.00
F & I 6" Tee	14	EACH	\$ 350.00	\$ 4,900.00	0	\$ -	14	\$ 4,900.00	14	\$ 4,900.00
F & I 4" Plug/Cap	1	EACH	\$ 150.00	\$ 150.00	0	\$ -	3	\$ 450.00	3	\$ 450.00
F & I 6" Plug/Cap	2	EACH	\$ 175.00	\$ 350.00	0	\$ -	2	\$ 350.00	2	\$ 350.00
F & I 6"x4" Reducer	7	EACH	\$ 225.00	\$ 1,575.00	0	\$ -	7	\$ 1,575.00	7	\$ 1,575.00
F & I 4" Sleeve	10	EACH	\$ 200.00	\$ 2,000.00	0	\$ -	13	\$ 2,600.00	13	\$ 2,600.00
F & I 6" Sleeve	3	EACH	\$ 250.00	\$ 750.00	0	\$ -	3	\$ 750.00	3	\$ 750.00
F & I 8" Sleeve	2	EACH	\$ 400.00	\$ 800.00	0	\$ -	2	\$ 800.00	2	\$ 800.00
F & I Hydrant	6	EACH	\$ 3,250.00	\$ 19,500.00	0	\$ -	6	\$ 19,500.00	6	\$ 19,500.00
Remove and Reinstall 6" Valve and Box	1	EACH	\$ 750.00	\$ 750.00	0	\$ -	1	\$ 750.00	1	\$ 750.00
Remove Valve and Box	2	EACH	\$ 250.00	\$ 500.00	0	\$ -	2	\$ 500.00	2	\$ 500.00
Remove Tee	1	EACH	\$ 200.00	\$ 200.00	0	\$ -	1	\$ 200.00	1	\$ 200.00
F & I 8"x6" Tee	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	1	\$ 600.00	1	\$ 600.00
F & I 1" Corp Stop	28	EACH	\$ 200.00	\$ 5,600.00	0	\$ -	28	\$ 5,600.00	28	\$ 5,600.00
F & I 1" Curb Stop	28	EACH	\$ 250.00	\$ 7,000.00	0	\$ -	28	\$ 7,000.00	28	\$ 7,000.00
F & I 4" Valve & Box	5	EACH	\$ 1,000.00	\$ 5,000.00	0	\$ -	6	\$ 6,000.00	6	\$ 6,000.00
F & I 6" C900 Watermain	2490	L.F.	\$ 25.00	\$ 62,250.00	0	\$ -	2490	\$ 62,250.00	2490	\$ 62,250.00
F & I 1" Type K copper Service	900	L.F.	\$ 11.00	\$ 9,900.00	0	\$ -	756	\$ 8,316.00	756	\$ 8,316.00
F & I 8" C900 Watermain	60	L.F.	\$ 45.00	\$ 2,700.00	0	\$ -	81	\$ 3,645.00	81	\$ 3,645.00
Bituminous Repairs	200	S.Y.	\$ 70.00	\$ 14,000.00	43	\$ 3,010.00	200	\$ 14,000.00	243	\$ 17,010.00
Rock Subfoundation (CV)	278	C.Y.	\$ 5.00	\$ 1,390.00	0	\$ -	0	\$ -	0	\$ -
4" Walk Replacement	225	SQ. FT.	\$ 1.00	\$ 225.00	0	\$ -	120	\$ 120.00	120	\$ 120.00
6" Drive Replacement	100	SQ. FT.	\$ 1.00	\$ 100.00	130	\$ 130.00	132	\$ 132.00	262	\$ 262.00
Curb and Gutter Replacement	210	L.F.	\$ 1.00	\$ 210.00	65	\$ 65.00	190	\$ 190.00	255	\$ 255.00
Storm Drain Inlet Protection	1	LUMP SUM	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	1	\$ 500.00
Seeding-turf Type	0.25	ACRE	\$ 6,000.00	\$ 1,500.00	0.25	\$ 1,500.00	0	\$ -	0.25	\$ 1,500.00
Seed-turf Type 260	25	LB.	\$ 10.00	\$ 250.00	25	\$ 250.00	0	\$ -	25	\$ 250.00
Mulch-Type 1	0.5	TON	\$ 1,000.00	\$ 500.00	0.5	\$ 500.00	0	\$ -	0.5	\$ 500.00
Commercial Fertilizer (12-12-12)	125	LB.	\$ 2.00	\$ 250.00	125	\$ 250.00	0	\$ -	125	\$ 250.00

WATERMAIN SUBTOTAL \$ 164,450.00 \$ 5,705.00 \$161,728.00 \$167,433.00

MATERIAL ON HAND

BASE BID TOTAL \$ 597,926.00 \$ 20,714.00 \$531,152.00 \$551,866.00

Hook up to Houses	1	LS	\$ 1,933.31	\$ 1,933.31	1	\$ 1,933.31	0	\$ -	1	\$ 1,933.31
8" x 4" Wye to 12" x 4" Wye	39	EACH	\$ 89.00	\$ 3,471.00	0	\$ 3,471.00	39	\$ 3,471.00	39	\$ 3,471.00
TOTAL CHANGE ORDER #1				\$ 3,471.00		\$ 3,471.00		\$ 3,471.00		\$ 3,471.00
TOTAL PROJECT COST				\$ 601,397.00		\$ 24,185.00		\$534,623.00		\$557,270.31