

Council Meeting
Tuesday, December 18, 2012
Windom Community Center
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–December 4, 2012
2. Consent Agenda
 - Minutes
 - EDA Commission – December 10, 2012
 - Library Board – December 11, 2012
 - Telecommunication Commission – December 11, 2012
 - Park & Recreation Commission – December 12, 2012
3. Department Heads
4. License Application – Business Solicitation
 - Insulation USA –Andy Preston
5. Resolution Approving Decertification of TIF District 1-1
6. Approve and Adopt Final Long-Range Plan
 - Strategies and Goals
 - Capital Improvement Plan
7. Tyler Technology Software Contract
8. Resolution Adopting Emergency Operations Plan
9. 2013 City of Windom Levy
10. Approve 2013 City of Windom Budget
11. Designation of General Fund Balance
12. Personnel Committee Recommendations
 - Police Department
 - Liquor Store Manager
13. New Business
14. Old Business
15. Regular Bills
16. Contractor Bill – Wastewater Treatment Improvements – Robert L. Carr \$11,291.70
17. Council Concerns
18. Adjourn

MAYOR'S MEDAL OF HONOR CEREMONY



Reminder: Next Council Meeting - Wednesday, January 2, 2013

P.O. Box 38 • 444 Ninth Street • Windom, MN 56101 • Phone 507-831-6129 • FAX 507-831-6127

**Regular Council Meeting
Windom City Hall, Council Chamber
December 4, 2012
7:00 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Kruse at 7:00 p.m.

2. Roll Call: Mayor: Kirby Kruse

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

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Marv Grunig,
Electric Utility Manager; Chelsie Carlson, Finance
Director/Controller and Jeremy Rolfes, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fossing second by Jones to approve the City Council minutes from
November 20, 2012. Motion carried 4 – 0 (Maricle absent).**

5. Consent Agenda:

Kruse noted the minutes from the following Boards and Commissions:

- Utility Commission – November 28, 2012

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

6. Department Heads:

None.

Maricle arrived 7:04 p.m.

7. 2013 Budget Presentation:

Nasby presented a PowerPoint overview of the proposed 2013 budget showing total revenues of \$16.8 million and total expenses of \$15.8 million. About 70% of the revenue and expenses were due to Enterprise Fund operations that include Electric, Water, Wastewater, Telecom and the Liquor Store. The next largest category is the General Fund

at \$2.15 million, which includes activities such as Police, Fire, Streets, Parks, City Office, Building & Zoning, Recreation and City Council. The balance of \$1.5 million is comprised of the Special Revenue Funds that include the Library, Airport, Pool, Ambulance, Arena, EDA and Community Center.

Debt service for prior bonding and loans for capital improvement projects is \$1.75 million for all funds. Only about \$300,000 of this amount is paid by the General Fund tax levy as the rest is paid by the Enterprise Funds. Nasby also reviewed the 2013 capital items that are part of the proposed tax levy for the General Fund and Special Revenue Fund.

Nasby showed a 2003-2013 history of the property tax levy changes and noted the large drop in the amount of increase starting in 2008 despite the loss of Local Government Aid. He noted that efforts by the Council and Department Heads to reduce spending and find efficiencies are showing positive impacts on the levy and the fund balances. Nasby showed a graph with the City's reserve fund balances from 2006-2013 marking an increase from \$335,000 to \$2.1 million. The Council's policy is to have 75-100% of the General Fund in reserve due to the City's high dependence on Local Government Aid. The 2011 audit showed that the reserve was at 84%, which is within the reserve policy range.

The preliminary property tax levy proposed in September 2012 was 6% and the 2013 budget as presented shows a 2.98% property tax increase, which is a 50% reduction in the preliminary levy. Nasby asked if there were any questions on the proposed budget.

Jones asked if there had been any feedback from the Department Heads about the capital budget the Council approved at the November 13th meeting. Nasby said that they were aware not everything could be funded and he had not received any negative input.

Powers said he talked to some Department Heads and agreed with Nasby's comments. He noted that the items that were not funded in 2013 would be requested again in 2014.

8. Public Input – 2013 City Budget Proposal:

Kruse asked if anyone from the public wanted to comment about the proposed 2013 City budget. No comments were received.

9. License Applications:

Kruse said there were a number of license applications and asked how the Council wanted to proceed. Consensus was to do them in groups.

Cigarette Licenses

- Casey's General Store
- County Pride Services
- Erickson Oil
- Riverbend Liquor
- Center Stop

Preliminary

- Super America
- Amoco
- Hy-Vee

Motion by Maricle seconded by Ray to approve the annual cigarette licenses as presented. Motion carried 5 – 0.

Game of Skill Licenses

- Phat Pheasant
- Godfathers Pizza
- C & N Sales – Phat Pheasant
- C & N Sales – Sun Bowl
- FOE Aerie 3891 – Eagles Club
- Kyle Pillazki – Arena & Windom Laundromat

Motion by Powers seconded by Maricle to approve the annual game of skill licenses as presented. Motion carried 5 – 0.

Theatre License

- Windom State Theatre

Motion by Ray seconded by Fossing to approve the annual theatre license as presented. Motion carried 5 – 0.

Kruse said there was a request for a temporary liquor license from the Windom Lion's Club for an event on January 5, 2013.

Motion by Powers seconded by Ray to approve the temporary liquor license for the Windom Lion's Club as presented. Motion carried 5 – 0.

Liquor License Renewals

- Eagles Club – including contiguous outdoor area
- Sunbowl
- Phat Pheasant Pub – including contiguous outdoor area
- River City Eatery
 - Wine On-Sale
 - Beer On-Sale
 - Strong Beer Authorization
- China Restaurant
 - Wine On-Sale
 - Beer On-Sale
 - Strong Beer Authorization

Motion by Ray seconded by Maricle to approve annual liquor license renewals as presented. Motion carried 5 – 0.

10. Resolution Approving Electric Service Contract – Western Area Power Administration:

Marv Grunig, Electric Utility Manager, said that the City has had a long-term relationship with the Western Area Power Administration (WAPA) and the current agreement ends on December 31, 2020. About half of Windom's power comes through this contract and it is the City's lowest cost power supplier. The initial relationship between the parties started in August 1959, prior to the creation of WAPA and FERC that were part of the Department of Energy signed into law by President Carter.

The 2021 Power Marketing Initiative started in 2010 to begin the process of renewing the power contracts that are expiring in 2020. It was anticipated that this process would take several years to complete so Reserve Contracts were extended to WAPA partners and the City approved this agreement in April 2012. This was seen a pre-step until the firm power contracting process could be completed.

This contract renewal process moved much faster than expected and the new Contracted Rate Of Delivery (CROD) or Firm Contract covering the period from January 1, 2021 to December 31, 2050 is now ready for consideration. This 30-year agreement is essentially a continuation of the existing power contract between Windom and WAPA.

The contracted amount of power is calculated using Windom's winter peak load at 47% and Windom's summer peak load at 49%. Grunig noted that this CROD may be reduced by 1% in each year of 2021, 2031 and 2041 for WAPA to accommodate new projects or partners. Also, there is a one-time 5% reduction that may occur with a 5-year notice. Windom does get a 1% "wheeling discount" as we schedule our own power delivery and a 5% discount. These terms are the same as in the existing WAPA contract.

The WAPA Reserve Contract will expire upon the execution of the new Firm Contract and the rate schedule is set through December 2014. The drought debt adder is being paid back and is scheduled to end in 2017.

The City Attorney, City Administrator and CMMPA representative has reviewed the proposed WAPA contract in addition to his own review and no items of concern were noted. The Utility Commission is recommending approval of the new Firm Contract.

Grunig noted the power cost bar graph in the packet that shows the cost of WAPA power compared to the City's other power providers. The WAPA cost is lower than the other sources and represents a very good deal for the City.

Jones commended Grunig on his informational presentation asked about the Integrated Resource Plan. Grunig said the Integrated Resource Plan is part of a State requirement for an energy conservation plan and reporting on energy conservation measures.

Fossing asked if this was one of the better contracts for power. Grunig said that this is one of the contracts most utilities would like to have as it is long-term and cost effective.

Powers asked if Sleepy Eye had this contact and how their rates compared. Grunig said the most recent rate information showed Windom as 18th least expensive out of 125 Minnesota municipal utilities, but he did not know where Sleepy Eye ranked. Grunig did not think that Sleepy Eye was a WAPA partner.

Council member Jones introduced the Resolution No. 2012-70, entitled “RESOLUTION APPROVING CONTRACT FOR FIRM ELECTRIC SERVICE FROM WESTERN AREA POWER ADMINISTRATION TO THE CITY OF WINDOM, MINNESOTA” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Powers, Ray, Fossing, Jones and Maricle. Nay: None. Absent: None. Resolution passed 5 – 0.

11. Disposition of Surplus Equipment – Electric Dept. Unit #35 Small Bucket Truck:

Grunig said that the City Code required the disposition of equipment to be done through a process and Council approval. The department has solicited quotes for a new bucket truck that included a trade-in value for the existing unit. He also placed an advertisement for bids on selling the unit. The trade-in value and the four bids were showed on the listing in the Council packets. The highest bid from Tri-County Electric was for \$19,125 and this was in excess of the trade-in allowance of \$13,949. Both he and the Utility Commission are recommending the disposition of unit #35 and sale to Tri-County Electric.

Motion by Powers seconded by Fossing to dispose of Electric Department Unit #35 and sale to Tri-County Electric as the high bidder. Motion carried 5 – 0.

Powers asked if this would change the cost of the new truck. Grunig said it would not as they knew the City may offer the truck to public bids.

12. Second Reading – Ordinance Amending Salaries of Mayor and Council Members:

Kruse said that the ordinance change for salaries of the Mayor and City Council members was discussed as a part of the City going paperless with the Council packet materials. The salary change is the inclusion of a \$700 technology stipend only in the odd numbered years to assist Council members with technology purchases of hardware to view the electronic packets. Kruse asked Nasby to discuss the cost savings estimates.

Nasby said that an estimate on cost savings for printing, staff time and delivery costs had been done based on only the Council packets and the budget book. There are other packet items such as bond documents, engineering reports, etc. that also occur but he wanted to be conservative on the cost savings. The estimate showed that about \$5,550 would be saved annually and the cost savings less the technology stipend would equal about \$6,700 - \$6,800 every two years.

Jones noted that by doing electronic packets this may also save on consultant’s costs such as engineers as they do not have to produce the large project reports, maps, etc.

Motion by Ray seconded by Jones to approve the Second Reading of an Ordinance Amending the Salaries of the Mayor and Council Members as presented. Motion carried 5 – 0.

13. New Business:

Kruse said the first meeting date in January needed to be changed as the first Tuesday is New Year's Day. Nasby suggested January 2nd as there were new Council persons to swear-in. Kruse said the meeting time could remain the same and only be a date change.

Motion by Jones seconded by Maricle to change the January 1, 2013 meeting date to January 2, 2013 at the same time (7:30 p.m.). Motion carried 5 – 0.

14. Unfinished Business:

None.

15. Regular Bills:

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

Powers asked if the regular bills could be grouped or noted by Department. Nasby said that is a good point and he will inquire if that can be done. Maricle noted the account codes are on the print out, so if there was a table showing the department codes on the cover that would work as well. Nasby said that was a good idea and would have the Finance staff do this for the next packet.

16. Council Concerns:

None.

17. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 7:50 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
DECEMBER 10, 2012

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

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

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, Mayor Kirby Kruse, WADC Liaison Justin Erickson, and Rahn Larson.
3. Welcome New WADC Liaison: President Erickson welcomed Justin Espenson as the new WADC Liaison to the EDA Board.
4. Approval of Minutes:

Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on November 13, 2012. Motion carried 3-0.
(Commissioner Fossing arrived after this vote.)
5. North Windom Industrial Park
 - A. Infrastructure Project Status: Director Backman reported that the Highway 71 Improvement plans have been circulating through MnDOT's District 7 offices. Dennis Johnson met with Kent Purrier, District 7 design team, on December 5th to review various "provisions" of the plan, etc. Director Backman is optimistic that the TED Agreement should be finalized in 30 to 40 days and the EDA should be able to move forward with bid letting in mid-February of 2013.
 - B. MnDOT Update: Over the past month Director Backman has been interacting with representatives in the Mankato and St. Paul MnDOT offices. They have discussed the revised budget, including the additional District 7 lump sum amount, and reviewed the Sources and Uses document that the EDA prepared. This information has also been reviewed by MnDOT's financial department and the EDA has been advised that the proposed budget meets budgetary and programmatic thresholds.
6. Entrance Signs
 - A. Project Status: Director Backman reported that on December 4th the three entrance signs were delivered to Windom and installed at their respective locations along Highways 60 and 71. There is still wiring to do, installation of solar panels at two sites, and landscaping, but the biggest steps have been accomplished. Sign #1 (by the funeral home) is expected to go live first with electrical service in the next few days. The LED lights are behind the letters and near the top of the columns. In mid-December the solar units should arrive and be installed. Depending on weather, some landscaping may occur next Spring. The Board received copies of photographs of the three signs. The EDA President expressed appreciation to Director Backman for his work with the signs.
7. Subordination Agreement: At the time that Todd and Tammy Hyatt purchased an EDA home in Riverbluff Estates Subdivision, they participated in the EDA's two deferred loan programs—the GAP financing and the HELP loan. The EDA received a request from the Hyatts for subordination of these mortgages to allow them to refinance the first mortgage on their property. It has been the

EDA's policy and practice to subordinate these mortgages when homeowners in the subdivision refinance their first mortgage (purchase money mortgage).

Motion by Commissioner Fossing, seconded by Commissioner Larson, to approve a subordination of the EDA's HELP and GAP Mortgages on property described as Lot 3, Block 2, Riverbluff Estates Subdivision to allow Todd and Tammy Hyatt to refinance their first mortgage on the property. Motion carried 4-0.

8. TIF District 1-1 – Decertification – Resolution No. 2012-02: TIF District 1-1 was created in July, 1984, and covers property in Lot 7, Block 2 of the South Windom Subdivision and all of Court Homes Subdivision. This district is locally known as the “Harwin-Court Homes-Hardees” TIF District. Minnesota Statutes and the tax increment financing plan adopted for this redevelopment TIF district established an expiration date for the district of twenty-five years after receipt of the first tax increment (which was in 1986) and at least to be decertified effective December 31, 2011. Formal action needs to be taken to decertify this TIF district.

Resolution introduced and motion by Commissioner Larson, seconded by Commissioner Fossing, to adopt EDA Resolution No. 2012-02, entitled “Resolution Approving the Decertification of Tax Increment Financing District No. 1-1 of the Economic Development Authority in and for the City of Windom, Minnesota”. The motion also authorized EDA Staff or representatives to present this matter to the Windom City Council for approval of the requested decertification.

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Erickson, Larson, Fossing and Slette; the following voted against the same: None; the following were absent: Commissioner Maricle. (The Resolution was adopted.)

9. Retail Trade Analysis – University of Minnesota Extension: The University of Minnesota Extension provides services to communities, including undertaking surveys, retail analysis and other research. Pursuant to Director Backman's request, the Extension has compiled and generated a Retail Trade Analysis Report for Cottonwood County. This report utilized the most recent information available from annual reports of retail and use tax published by the MN Department of Revenue. The report includes trade area analysis, regional economic analysis, etc. Director Backman reviewed highlights of the report with the Board.
10. New Business
- A. Business Meetings, Conferences & Events Report: Director Backman reported on meetings he had attended since the November EDA Meeting, including the Highway 60 Meeting in Worthington, meeting with Sue Salzwedel (the new WECC Coordinator), meeting with DEED representatives including new DEED Commissioner Katie Clark; the EDA Pros Meeting and a Positively Minnesota Meeting on December 7th in the Twin Cities.
11. Miscellaneous Information
- A. Monthly Budget Recap: The Board received a copy of the monthly budget report for November, 2012. President Erickson requested that in 2013 the Board review the budget reports quarterly.
- B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports provided by Van Binsbergen & Associates for the period ending October 31, 2012.

C. Director Backman updated the Board on the status of several local projects.

(President Erickson left for a previously-scheduled appointment and the gavel was turned over to Vice President Larson.)

12. Adjourn: By consensus, Vice President Larson adjourned the meeting at 1:06 p.m.

Trevor Slette, EDA Secretary-Treasurer

Attest:

Aaron A. Backman, EDA Executive Director

Windom Library Board Meeting
Windom Library
December 11, 2012
5:05 p.m.

1. Call to order: The meeting was called to order by Jan Johnson at 5:05 p.m.
2. Roll Call: Members Present: Anita Winkel, Kathy Hiley, Charles Reid, Jan Johnson
John Duscher, and Mary Erickson

Members Absent: Beth Fleming

Library Staff Present: Joan Hunter

City Council Member Present: None

3. Agenda and Minutes:

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

4. Financial Report:

Joan informed the Board that the income of \$5,436.87 labeled "Plum Creek" is the county's payment to the Plum Creek Library System.

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

5. Librarians Report:

Joan reported that thanks to Dawn a creative Christmas tree made of books is currently on display in the display case.

Mark Ranum, director of the Plum Creek Library System, met with the Marshall Library Board to discuss the lack of sharing books to other libraries by the Marshall Library. The Marshall Board agreed to work towards sharing their books in the coming months as part of Plum Creek's inter-library loan system.

The Windom City Council approved \$2,000 for the purchase of new computers at the library in 2013.

Two city councilman sponsored a holiday party at the Eagles for full-time city staff.

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

6. Old Business:

None

7. New Business:

Jan Johnson and Beth Fleming's Library Board terms are up. Jan announced that he will not be returning to the Board. The Board accepted his announcement with regrets and thanked him for his years of service.

The Cottonwood County commissioners signed a contract for one year with the Plum Creek Library System to support a van to deliver books to where the Bookmobile used to visit. The van will leave books twice a month a designated location in those communities. There are 3 towns in Cottonwood County that currently are being served by the defunct Bookmobile. The cost of the Bookmobile to the county was \$1,000/month and is not cost effective. The Commissioners will work early in 2013 as to whether a mobile library is necessary in today's world.

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

Motion by John Duscher, seconded by Charles Reid to adjourn.

Meeting adjourned at 5:25 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Telecommunication Commission Minutes
Dec 11th, 2012

1. Call to Order:

Wendell Woodcock called the minute to order at 11:34am

2. Roll Call:

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

Commission Members Absent: Virgil Meier, Dominic Jones

City Staff Present: Dan Olsen, Londa Fosheim, Steve Nasby

Public Present: None

3. SMBS Update:

Dan updated the Telecom Commissioners on SMBS and RUS Funding. Dan spent a day last week in budget meetings with SMBS and RUS that lasted well into the night.

SMBS payment to be made to the City of Windom on Thurs Dec 18th.

SMBS is close to 2000 ONT's being hooked up. Should be happening the beginning of next week. Dan stated that SMBS appreciates all that Windomnet does.

4. Managers Update:

Dan updated the commissioners on some finished installs with a couple of businesses here in Windom.

Dan updated the commissioners on another co-locate/rack space that is in the process.

Dan updated the commissioners on yet again another end of the year contract negotiations. Last year Dan lost vacation time and pay because he could not carry over his vacation time that he lost because of these last minute contracts taking place. Looks like he will also lose vacation again this year and holiday pay.

Dan stated that we are working on the off air issues yet. Also working on getting SF's channels to come in with better quality

Dan stated that Cisco did an update on some of the set top boxes which in turn caused some issues with a few of our customers.

5. Adjourn:

Wendell adjourned the meeting at 12:36.

**PARK AND RECREATION COMMISSION MEETING
MINUTES DECEMBER 12, 2012**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin 7:00 p.m. at City Hall.
2. Roll Call:

Commission Present:	Terry Fredin, Angie Blanshan, Sherri Zimmerman & Jeff LaCanne
Commission Absent:	Kay Clark
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Corey Maricle & JoAnn Ray Absent
Public:	Travis Janssen WYHA
3. Approve Agenda with changes in order
Motion by LaCanne, seconded by Zimmerman to approve
Motion Carried Unanimous
4. Approve Minutes Sept 26, 2012 Park & Recreation Commission Meeting
Motion by LaCanne, seconded by Zimmerman
Motion Carried Unanimous
5. Eagle Service Project- Shooting Range in the Archery Room for the WYHA-Travis Janssen. He requested the usage of the shooting range for dry land training. Nets and tarps would be put up when in use. They plan on doing some minor janitorial work plus some painting. The room would still be used for archery when needed. Adult supervision would be one of the stipulations for usage. The Commission members asked Janssen to prepare a material list and cost estimate proposal then submit it to Baloun for review and approval.
Motion by LaCanne, seconded by Zimmerman to approve the concept pending budget review and approval from Baloun.
Motion Carried Unanimous
6. Park Superintendent Bruce Caldwell Report:
 - a. WRA Items – Batting Cage, Lincoln Wacker Baseball Field Dugouts, Red Rock Removal & Qwest Field Improvements; The new batting cage was delivered however the installation was delayed due to cold temps creating frozen grounds and recent snows. Caldwell said he is hopeful it can be installed in the early spring before the usage starts. Caldwell met with one of the Girls Softball Association representatives and discussed the location. Due to their electrical needs they decided to place the cage just north of Wacker field between the dugout and the asphalt walking trail.
Lincoln Wacker Baseball Field Dugouts; the staff enclosed both of the two dugouts similar to the ones on Legion & Eagle Fields. Cost ran around \$3,500.00.
The staff also removed all the red rock that was used on the walking trails, around the dugouts and bleachers. The rock created a maintenance issue due to continual cleanup and the rocks were also getting in the Agra lime in the infields. Following the removal of the rock the staff installed Agra lime where the red rock used to be.
On Qwest Field staff took out the old dugout benches and the red rock then they installed two concrete pads for the dugouts. New bench supports will be installed in the spring.
 - b. Ball Field Usage agreement between the Windom School and the City; Caldwell said he and Baloun have been contacted by the school superintendent Wayne Wormstadt stating he wants to discuss a new ball field usage agreement.

Currently city staff has been doing all the field prep work prior to their ball games at the WRA and the small ball fields at Island Park for an annual fee of \$5000.00. Caldwell stated the biggest problem he has is getting enough help to do the maintenance work on these fields as his staff is extremely busy working on spring cleanup throughout the parks system & the community. Caldwell is hopeful the school and city can work out this dilemma by either hiring a part time staff person that would just do field maintenance or have the school take care of the field maintenance items other than grass mowing. The annual fee could then be lowered accordingly. These details will need to be discussed and agreed on by both parties.

7. Recreation Director's Report- Al Baloun

- a. Ice Season – the main rink was open for usage on Oct 15th and the studio rink was open on Nov 26th which was two weeks earlier than the last couple years. Baloun stated he received some help from the WYHA and others during the transformation to get the rinks up and running. The Arena Booster Club also helped with some financing for new glass panels for the rink to replace plexiglass.
Baloun stated that he will be working on the staffs work shifts which could possibly change the hours the facility will be open during week days in order to reduce some of the costs of operation.
- b. Arena Marketing Plan; Baloun stated that he was asked by the City Administrator to work with the Chamber for possible marketing and advertising the Arena and other park related programs in order to broaden the market field.
Baloun will work on making the city web site links for the parks and Arena more user friendly.
Work with the staff on getting the janitorial duties completed on a daily basis and also promote his staff to work on having a more positive and productive attitude.
The budgets will also need to be a major highlight in order to keep the Commission up to date on expenses and revenue throughout the year. This would also create new options to help increase the usage of all the facilities.
- c. Evaluation Sheets were handed out to commission members present to be filled out for Bruce and Al. Sheets are to be returned to Terry Fredin by the end of the year,

8. Open Mike: Fredin-one of the major duties to the commission is to keep the kids high priority no matter what their athletic skills are and give all a chance to participate in the recreation programs. He also stated that we need to look into the possibility of expanding the campground at Island Park and also look at the constructing another one at Cottonwood Lake in the not too distant future.

All Commission members and staff thanked Sherri Zimmerman for her 8 years of service on the Commission as she will be leaving her position at the end of the year. They stated they all appreciated her dedication to the youth recreation programs and her ideas and thoughts to promote that all kids get a chance to participate no matter what their skill level was.

Baloun; stated at the January 2013 Commission meeting they will need to setup a date and time for the Commission meetings and keep with that schedule for the entire year which we were asked to do so by the City Administrator at a recent department head meeting. So he was thinking perhaps the second Wednesday of every month at 5:15 p.m. in the Council Chambers would be best so not to be in conflict with school activities and beings the time is in the late afternoon it shouldn't interfere with any church functions.

Meeting Adjourned at 8:15 p.m.

Next P& R Commission Meeting Wednesday Jan 9, 2013 at 5:15 p.m. Council Chambers

First Name

Andy

Middle name

Joseph

Last Name

Preston

Date of Birth

08/07/1985

Driver's License Number

801ZZ5833

State of Issue

Iowa

Solicitor's Address

126 Country Club Dr.
Lake Park, Iowa 51347
United States
[Map It](#)

Phone

(712)330-2494

Email

andy_preston2003@hotmail.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

(888)669-7310

Purpose of Solicitation

Informing and educating customers about attic insulation and its benefits.

If door to door solicitation, indicate area to be solicited

Residential District

Acknowledgement

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

12/4/12
Date

on-line
Applicant's Signature

I have on Dec 4, 2012 collected from applicant \$60.00 as prescribed in Section 6.40 of the City Code.

City Clerk

Referred to the Police Chief on December 13, 2012
Recommendation: Approved Disapproved . If disapproved, give reason: _____

12/13/12
Date

[Signature]
Police Chief

Approved by the City Council on _____



City of Windom Staff Report

To: Mayor and Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: December 18, 2012
Item Title/Subject: Decertification of TIF District 1-1

Background:

TIF District 1-1 was created in July, 1984, and covers property in Lot 7, Block 2 of the South Windom Subdivision and all of Court Homes Subdivision. This district is locally known as the "Harwin-Court Homes-Hardees" TIF District.

Minnesota Statutes and the tax increment financing plan adopted for this redevelopment TIF district established an expiration date for the district of twenty-five years after receipt of the first tax increment (which was in 1986) and at least to be decertified effective December 31, 2011. Formal action needs to be taken by the Cottonwood County Auditor to decertify this TIF district.

To begin the process, the EDA unanimously adopted a resolution on December 10, 2012, approving the decertification of TIF District 1-1. To meet statutory requirements, the next step is for the City Council to adopt a resolution approving the decertification of this district. Attached is a resolution for this purpose for your review.

Due to health-related matters, I will be unavailable on December 18th. City Administrator Steve Nasby will be present at the Council Meeting to answer any additional questions concerning this matter.

REQUESTED ACTION: Adopt the "Resolution Approving the Decertification of Tax Increment Financing District No. 1-1".

Respectfully submitted,

Aaron A. Backman, EDA Executive Director

AAB:mah

Attachments

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

CITY OF WINDOM

**RESOLUTION APPROVING THE DECERTIFICATION OF TAX
INCREMENT FINANCING DISTRICT NO. 1-1**

WHEREAS, on July 31, 1984, the Economic Development Authority of Windom (the "EDA") and the City of Windom, Minnesota, (the "City") created Tax Increment Financing District No. 1-1, County Numbers 10 and 11, (locally known as "Harwin-Court Homes-Hardees" District) (the "District"), within Windom's Development District No. 1 (the "Project"); and

WHEREAS, the property covered by this district is briefly described as the South 200 Feet of Lot 7, Block 2 of the South Windom Subdivision to the City of Windom, Cottonwood County, Minnesota, (Parcel No. 25-716-0111) and Lots 1, 2 and 3 of Court Homes Subdivision to the City of Windom, Cottonwood County, Minnesota, (Parcel Nos. 25-180-0010, 25-180-0020, and 25-180-0030); and

WHEREAS, the Tax Increment Financing Plan adopted on July 31, 1984, for this TIF District (and subsequently modified on April 5, 1994, and April 18, 1996, and April 17, 2001) requires, pursuant to Minnesota Statutes, that the duration of this district will be twenty-five years after date of receipt of first tax increment; and

WHEREAS, the receipt of first tax increment was July of 1986; and

WHEREAS, the plan specifically provides for decertification of the district effective December 31, 2011; and

WHEREAS, any tax increment received in 2012 for this TIF District has been returned to the Cottonwood County Auditor/Treasurer and no other tax increment was received or expended for this district in 2012; and

WHEREAS, all other costs of the Project have been paid and there are no parcels located in the District which currently have delinquent taxes under the duration limits; and

WHEREAS, on December 10, 2012, the Economic Development Authority of Windom adopted a resolution approving the decertification of Tax Increment Financing District No. 1-1; and

WHEREAS, the City of Windom desires, by this resolution, to acknowledge the expiration of this District on December 31, 2011, after which all property taxes generated by property within this TIF District will be distributed in the same manner as other property taxes.

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

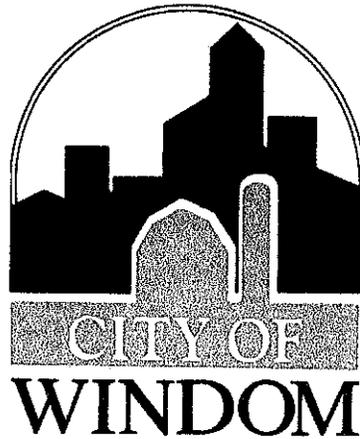
1. All obligations of said district have been paid; the district has expired pursuant to Minnesota Statutes and the tax increment financing plan adopted for said district; and Tax Increment Financing District No. 1-1 (County Nos. 10 and 11) (Harwin-Court Homes-Hardees) District should be decertified.

2. City/EDA staff is directed to take all action and provide all necessary documentation to the County Auditor of Cottonwood County for the County Auditor to discontinue collection and remittance to the City of any tax increment from this District and to decertify TIF District No. 1-1 as a tax increment district.

ADOPTED this 18th day of December, 2012.

Kirby G. Kruse, Mayor

ATTEST: _____
Steven Nasby, City Administrator/City Clerk



City of Windom, Minnesota

**Strategies and Goals – April 2012
Capital Improvement Plan – November 2012**

Adopted by City Council – December 20, 2012

PERSPECTIVE

The goals and strategies is a compilation of thoughts, input, and discussion from four distinct sources: 1) city staff internal survey; 2) two community meetings (July 6 and July 11); 3) feedback obtained from the Finding Windom group via their social media contacts; and 4) four City Council work sessions (July 13, July 27, August 29 and October 5) which included the Mayor, City Council, members of City staff and Mari Harries (Finding Windom) and members of the public. Additional work was completed by the City Council to discuss and refine each strategy, which was completed February 21, 2012 (see Appendix A). In May 2012 the City Council will be reviewing, prioritizing and assembling a new capital planning program (see Appendix B)

At the July 13 City Council meeting the various planning components were outlined and presented. On July 27, the first draft of a document was presented and thoroughly discussed. On August 29, the City Council reviewed the second draft. At the October 5 meeting, the City Council moved to the development and implementation phases of the process that started with the citizen inputs. Further delving into the strategies and goals and putting the language into more specific, concrete and understandable actions is the primary future objective of the City Council.

NOTABLE COMMENTS

Thoughts and reflections on the process:

For a long time now, the City has not had a strategic plan that brings our community together. This is an opportune time to get everyone on the same page. We are a resilient and strong community; this process will help us prepare a road map for our future.

Windom City Council

We want this process to develop a shared vision with specific action statements that we can follow and implement. We need a plan that moves our community forward.

Steve Nasby, Windom City Administrator

We have so much to be proud of in Windom. I came home to invest in the future of my community; we need to remove the myth that you have to leave Windom to be successful.

Mari Harries, Finding Windom Group

TERMS AND DEFINITIONS

The following terms used for this planning process are defined as follows:

- Vision:** An outcome; a result and an ideal to strive for over a period of time. A destination and long-term community quality and value that requires a resolve and commitment to realize and then to maintain.
- Strategy:** An essential public policy priority which defines the vision and organizes the goals. Typically a five to ten year timeframe; strategies will not change often, if at all.
- Goal:** A significant measurable and desired activity, project or purpose that requires resources. The time commitment in pursuit of goals will vary – they can be succinct and short – but also longer term, even up to five years.
- Actions:** Individual steps and activities that are priorities of the city which are necessary to implement a goal, reach a strategy and strive for your vision. Specific action steps are continuously evolving and changing as they are identified and completed.

COMMUNITY VISION

The City of Windom is recognized for its rich history and proud community. One of the key determinants of securing a successful long term future is the city's ability to adapt and respond to ever changing societal, economic and fiscal challenges. The 2011-2012 planning process is mindful of how these conditions evolve and change in time. Coupled with lingering recessionary impacts and an unpredictable future, both flexibility and creativity are strong considerations in the planning framework.

The Council identified the following seven elements as a foundation for the City's future vision.

- **Deep sense of pride and community self-esteem**
- **Connected, engaged, and invested citizens**
- **Competent, professional and progressive workplace culture**
- **Promote and cultivate local business retention and development**
- **Promote, invest in and discover the future community leaders**
- **Commitment to a collaborative future for our community**
- **Market and brand the traditional values of our community**

WINDOM PRIORITIES (STRATEGIES)

These five strategies will guide city officials in pursuit of the vision. A commitment to each – over time – will ensure that the City Council matches its financial resources with the community’s highest priorities.

- I. **Community Pride** **A positive image and reputation developed by a progressive and active community.**
- II. **Community Vitality** **Create a diversified jobs base and a thriving, revitalized commercial corridor and downtown square.**
- III. **Organizational Culture** **Provide high quality public services.**
- IV. **Public Facilities** **Maintain and upgrade public infrastructure and City facilities pursuant to a defined and prioritized plan.**
- V. **Natural Resources** **Utilize and market the value and beauty of our land and geography.**

There are 10 goals and a variety of actions that define the vision and strategies. They incorporate all of the topics and themes from the input to date and the discussions on July 27, August 29 and October 5, 2011. The City Council reviewed and explored these goal statements and their respective actions in more detail from November 1, 2011 to February 21, 2012 (See Appendix A)

STRATEGY	Number of GOALS	Number of ACTIONS
Community Pride	2	7
Community Vitality	2	10
Organizational Culture	2	10
Public Facilities	2	2
Natural Resources	2	6



Strategy I

Community Pride: A positive image and reputation developed by a progressive and active community

Characteristics and descriptions that define this strategy include:

- Market what we already have
- Capture the value of telecom assets
- County Seat
- Safe community
- Variety of activities available
- Numerous recreational activities
- Educate and inform the public
- Involve and invest in our youth
- Civic groups
- Reputation
- Debunk the “Leave Windom” myth
- First impressions
- Community appearance
- Vacant building needs
- Painting and upkeep
- Trash and junk image
- Clean up and enhance the appearance of the TH 60/71 corridor
- An attractive community
- Erect welcoming and directional signs
- Provide tools and resources for the community
- Annual Community Pride Day, “Spruce-Up” Week, contests (civic groups), highlight improved properties (newspaper spot), “Adopt a House” Event – for painting and yard maintenance.
- Encourage commercial property owners to refresh their building facades
- Create marketing brochures
- Community clean-ups of trash in public areas
- Volunteer to adopt a park or boulevard
- Participation in exterior enhancements (e.g. painting program) by engaging residents of all ages to participate.

Goals

1. A progressive reputation and community pride

Actions:

- a. Support the goals of the Finding Windom Group
- b. Align the goals of different community groups
- c. Market amenities such as recreation programming, the Community Center, Arena, Pool, Parks, Library and Windom Recreation Area with local partners

2. A positive image

Actions:

- a. Clean up public and private property
- b. Target the Windom public facilities and grounds as welcoming points
- c. Develop a highway corridor and streetscape plan
- d. Update City code and ordinances and consider staffing needs to administer



Strategy II

Community Vitality: Create a diversified jobs base and a thriving, revitalized downtown square

Characteristics and descriptions that define this strategy include:

- Create a new business climate
- Use broadband network as a resource
- Highway access
- Location between Minneapolis and Sioux Falls
- Agriculture assets
- High quality, cost-effective utility services
- Prepare a list of downtown business owners
- Land and open spaces
- Revitalize town square
- More family businesses
- Motel needs
- More restaurants
- Small steps matter a lot
- Partner with WADC, WACC Foundations and Businesses

Goals

1. Attract and prioritize a diversified jobs base

Actions:

- a. Seek out and find new businesses
- b. Retain and grow existing businesses
- c. Focus on jobs that reflect our agriculture influence and emphasis
- d. Maximize the value of the City's infrastructure assets (technology and transportation)
- e. Network with and support the EDA, DEED and other state/regional organizations
- f. Partner with the WADC in an economic development strategy for retail
- g. Work with MN DOT on completion of TH 60 into 4 lanes

2. A thriving, revitalized downtown square and commercial corridor

Actions:

- a. Communicate with building owners to understand the reasons for vacancies and motives of the absentee landowners
- b. Develop strategies to encourage new business in the downtown area
- c. Utilize vacant store fronts building space for signage and information purposes



Strategy III

Organizational Culture: Provide high quality public services

Characteristics and descriptions that define this strategy include:

- Deliver cost-effective and efficient utility services
- Maintain quality city staff
- Internal communication
- Find ways to retain quality people, utilize employees' suggestions and abilities, and improve morale
- Public Safety services
- Parks and Parks programming
- Location of state and federal offices
- Outreach to business community
- Low cost utility services
- Certifications and training
- Student liaison to Council meetings
- Review customer service rental surveys
- Expand interactions with school district
- Improved interaction with county, school district & community groups
- Youth representative as liaison on the City Council
- Enhance and improve the website
- Look at new ways of doing business
- Cultural change underway – transitioning from old to new
- Other Facilities - Cemeteries
- Quality water services and system
- Team building and customer service training
- Hold regular meetings with other officials
- Schedule presentations to community groups

Goals

1. Deliver high quality public services

Actions:

- a. Explore ways to provide more efficient and cost-effective utility services
- b. Streamline and prioritize the services provided to the residents
- c. Provide a friendly, well-kept, and clean atmosphere for all customers, visitors, and guests at city facilities
- d. Create a plan for continuing education for staff
- e. Enhance team work among departments and build collaboration within the workplace
- f. Improve employee morale, and explore networking and appreciation\recognition events for employees
- g. Include staff input in the policy development process
- h. Evaluate current utility billing for conversion to e-payments through the City's website

2. Build strong relationships and collaborative partnerships with other governmental offices, schools, the business community, and community groups

Actions:

- a. Encourage student participation in local government and offer local government civic classes
- b. Expand knowledge of city government within community groups



Strategy IV

Public Facilities: Maintain and upgrade public infrastructure and city facilities pursuant to a defined and prioritized plan

Characteristics and descriptions that define this strategy include:

- Develop a maintenance plan for public infrastructure and city facilities
- Prioritize upgrades to equipment and facilities
- Work with professional staff, consultants and engineers to obtain technical input
- Prioritize capital improvements, such as fire hall, dam, community center, pool, arena, streets, water, wastewater and library
- Research resources to plan and finance capital improvements
- Seek creative financing tools
- Discuss the current assessment policy
- Explore other sources of revenue
- Citizen input concerning city services, facilities and programs.
- 2007 pool feasibility study
- Local option sales tax and franchise fees

Goals

1. Implement a capital improvement plan

Actions:

- a. Update, enhance and formalize capital improvement plan

2. Develop resources and funding available for capital improvements

Actions:

- a. Study and evaluate all resources for planning, financing and constructing capital improvements



Strategy V

Natural Resources: Utilize and market the value and beauty of our land and geography

Characteristics and descriptions that define this strategy include:

- Community has evolved by the river
- Utilize value of river
- Outdoor activities
- Trails and bike paths
- Meet effluent standards
- Camp sites
- Fishing
- Des Moines River
- Hunting
- Clean-up activities
- Pest control
- Weeds
- Work with Parks and Recreation Commission
- Increase use of community assets and natural areas

Goals

1. Protect Windom's natural resources

Actions:

- a. Plan an outdoor garden and wedding area on the Community Center grounds
- b. Organize a community group to assist with the planning of the Des Moines River Valley Trail
- c. Explore grants for trails, bikeways and paths
- d. Develop a plan for enhancing Island Park facilities and services
- e. Research options for pest and weed control

2. Market Windom's geographic location

Actions:

- a. Market and brand Windom as an outdoor destination

NEXT STEPS

The following represent ideas for the next steps in the process. The importance of each can be discussed and then prioritized in the upcoming City Council discussions.

- 1) Present the plan to the City Council for action
- 2) Communicate the plan to the staff and general public

Ideas to consider for communicating the plan include:

- Staff briefings
- Electronic messages (emails)
- Website
- News articles
- Incorporate into memos and background material

- 3) Incorporate the information into ongoing work with the Council

Ideas to incorporate the information into the Council's business include:

- Alter the City Council agenda format and how information is organized and structured
- Schedule periodic updates and reviews (quarterly)
- Hold periodic work sessions on selected topics
- Identify Capital Projects and formalize CIP

- 4) Update and revisit on an annual basis. Adopt new goals and action steps.

APPENDIX A
Long Range Planning
Council Review and Refinement Discussion

Long Range Planning – Strategy I: November 1, 2011

Kruse said that the Council discussed their intent to review and discuss each of the completed strategies from the long-range planning sessions. This additional work is to provide specifics and direction to staff.

Jones clarified that the Mayor wanted steps and actions for implementation. Kruse said that was correct.

The Council discussed the following items from Strategy I:

- Support Finding Windom -- place links on the City's web site and engaging their members in community\city projects.
- Aligning the Goals of Other Community Groups – find out what community groups exist and their specialty or interests, create a directory of the community groups, help form new groups such as a trails committee.
- Market Amenities – have Department heads list what they do and pursue some public relations on activities, accomplishments and duties in the departments. Include information on the new web site. Work with the Chamber of Commerce and Community Center to create coupon bags with advertisements and deals from local businesses to be provided to groups using the Community Center.
- Clean Up Public and Private Property – continued use of volunteers such as the Finding Windom group and the school's Community Pride Day. Place information relating to the enforcement of codes on the web site or enhance what is currently provided. Obtain quotes for pricing on re-codification of the City Code, work on entrance signs for the community and look at the Minnesota Main Street Program. Work with property owners on common sense code enforcement and doing our due diligence.

Long Range Planning – Strategy II: November 15, 2011

Kruse said that the Council discussed their intent to review and discuss each of the completed strategies from the long-range planning sessions. This additional work is to provide specifics and direction to staff. Kruse said that he had invited members of the Finding Windom group to attend the meeting.

Motion by Jones, seconded by Maricle, to suspend the City Council rules to allow public input on discussion relating to Long Range Planning Strategy II. Motion carried 4 – 0 (Powers Absent).

The Council discussed the following items from Strategy II:

Goal 1

- Dave Vaupel and Howard Davis introduced themselves as city residents and belonging to the Finding Windom group. They are ready and willing to assist the City with projects and activities as volunteers.
- Maricle said that the EDA is pursuing a number of the activities shown in Strategy II and the EDA Director is meeting with businesses to get their input.
- Maricle said the primary goal of EDA is job creation and retention. The EDA recognizes the importance of the agricultural sector and its relationship to local businesses.
- Maricle noted the City's infrastructure and public utilities as an asset to the community and for keeping businesses, expanding business and attracting businesses.
- Working with the Chamber and WADC are also goals of the EDA. Maricle added that the EDA has worked to assist retail businesses as well.

- Maricle and Jones inquired what types of items the City could do with the Highway 60 corridor. Nasby noted the Environmental Impact Statement for the 4 lane expansion project was on file at City Hall and things the City could do include street scape planning, landscaping, weed control and pedestrian access. Jones agreed that beautification and weed control should be addressed.
- Kruse suggested that the City and Council contact MN DOT to impress the importance of the Highway 60 project being completed.
- Jones asked that Department Heads attend the meetings when the strategies pertained to their departments. Nasby said they will be asked, but some strategies could include everyone.
- Jones said he needed more information on the fiber optic system being an asset to the community for business, expansion to SMBS, expansion to other areas such as northern Cottonwood County. Maricle said that when the current SMBS project south of Windom is done there may be discussions about other communities joining. Jones said he would like to see long range targets be put in place.
- Vaupel said that he had spoken to the EDA Director about assisting businesses and he was very encouraged with what is being done and getting local businesses on Google places, developing web sites and being technologically current are keys to success. The Finding Windom group also has a site that can host links and helps businesses get their place on the internet to do more on-line selling.
- Davis said that an eagle project at the high school could be to assist businesses with entering the necessary information to be listed on Google places. Filling retail spaces is an essential part of a community. More signage is needed to get people off the highway, especially as some demographics do not use smart phones to find shopping or dining places.
- Jones suggested that staff contact MN DOT to see what is allowed for signage along the Highway 60/71 routes.
- Davis thought a coordinated list of activities in the community would be good as a resource and that cross-promotions can bring in retail sales.

Goal 2

- Jones noted that this is a plan, not action steps and those Departments will be developing activities and projects that further these strategies and goals.
- Fossing suggested that the Building Official and EDA Director could contact building owners, especially of vacant buildings, to do a walk through to identify what is needed to bring a building up to code and ideas of what kinds of uses the building could accommodate.
- Jones said that new businesses or uses would be required to be up to code and this would cost money, so something may be needed to assist the property owners.
- Davis said having property owners invite staff to do these inspections\reviews could also provide cost estimates to owners.
- Fossing said that the Square is unique and an asset to the community in setting it apart from other communities.
- Jones inquired what the current occupancy rates were at local hotels\motels. Nasby said he would see if the City has that data as part of the lodging tax reports. Jones said there seems to be a need for additional hotel\motel rooms.

Long Range Planning – Strategy III: January 3, 2012

Kruse reviewed the two goals under strategy III.

Goal #1 -- Jones thanked the department heads for attending the meeting and emphasized that good communication throughout the organization is key. We need a strong core with employees and a means to share ideas.

Jones noted that some of the items identified in this goal had already been started such as the employee recognition, employee appreciation event and web site development.

Regarding communication, Jones said that he relies on the minutes from the Boards and Commissions as a method of keeping up on all of the activities and having enough detail is important for him to follow the items and to inform the public of what is going on within the City government. Two improvements that can be made are that technical terms can be described in layman's terms and that if acronyms are used they are defined within the minutes. He also thought the minutes should include key or important accomplishments from the prior month, which would help show the work being done in the departments.

Dan Olsen, Telecom Manager, said that in his department there are many technical terms.

Caldwell said that the minutes have evolved over the last few years from being very basic, such as motions and votes to a summary of the discussion on all items. This change is beneficial and the departments are getting more accustomed to providing more detail.

Nasby said that the goal also talks about public services and the department heads are present. The Council thanked Haugen, Caldwell, Grunig, Peterson and Olsen for all of the work they do and commended staff for all of their efforts on behalf of the citizens of Windom.

Goal #2 – Jones noted that this goal includes partnerships with other governmental units, local organizations and involving youth in city government. One piece of this is the joint City\County\School meeting and he understands staff has been working on a meeting date, but that has been a challenge so far. He thinks there are many positive aspects that can come out of these joint meetings such as shared services, equipment and relationships.

Kruse said that sharing city information with local service groups and at the school are important.

Jones said he liked the Community Service Day at the school were the City displayed some equipment and it is good to let the youth know there are a variety of jobs at the City.

Kruse mentioned that Fire Safety Week is an excellent example of getting out into the community. Ortman said there are many activities associated with this event.

Fossing said he is in favor of the activities that involve youth with the various aspects of city government.

Long Range Planning – Strategy IV: January 17, 2012

Kruse outlined both goals for Strategy IV, which is public facilities and infrastructure.

Nasby said there had been discussion at the long range planning meetings about the need for a more formal capital planning tool covering the entire municipal organization. He has checked into some software for this purpose and found a product that is used by the cities of Luverne and Grand Rapids. Both communities have been satisfied with the product and recommended it. The cost is approximately \$1800 with an annual license fee. Currently capital planning is done within each department and presented to the Council during the annual budgeting process.

Jones said what he is looking for is a comprehensive list for the Council to review, prioritize and discuss funding options. He said that it is likely other funding options will need to be reviewed and a local option sales tax is a possibility and this tool would also capture some revenues from tourists, visitors and others using the municipal services but not paying for them through property taxes. Having the community involved in both capital project planning and the funding discussions will be beneficial.

Maricle said what he would like to see is a longer term focus and target amount to budget for capital projects so the items can be planned out over a five year term instead of working each year during the budgeting process to fit capital projects into a tax levy.

Fossing said that is easier to fund the smaller cost items as they come up, but much harder to fund the high cost items. As such, having a funding plan in place to address the plan would be helpful.

Jones asked how much revenue would be generated from non-residents from a local option sales tax. Nasby said he did not have that information and the Minnesota Department of Employment and Economic Development (DEED) would probably only be able to estimate the amount. Also, data for Windom is based on retail sales county-wide and then applied to a DEED estimate that says 78% of retail sales in Cottonwood Co. are from Windom.

Fossing asked that staff find out how much a 1% local option sales tax would generate and if the tax were implemented it could be used to fund the capital improvement plan.

Al Baloun, Recreation Director, said that the pool feasibility study done in 2006 or 2007 showed several options ranging in cost from \$1.5 million to \$3.5 million. Those costs have gone up over time as well.

Consensus of Council to have Department Heads put together a list of capital projects including an estimated cost and possible funding sources. Jones said that the cost estimates could be rough and not to go through expense from consultants or engineers at this time.

Nasby said that funding resources can impact the priorities of projects and this will need to be kept in mind when the Council prioritizes the projects. For example, the dam may not have been the highest priority project but the State and Federal resources were available to complete the project.

Caldwell said that he agreed with Nasby regarding the need for a capital planning tools such as the software used by other communities. Caldwell noted that a number of streets are in need of work and these are costly. Equipment also has to be replaced at a regular rate. He said that the communities of Mt. Lake and Lakefield have an equipment surcharge on their utility bills each month and the money is used to buy new trucks, graders, pay loaders, etc.

Motion by Maricle seconded by Jones to direct staff to purchase capital planning software as needed up to \$2,000. Motion carried 4 – 0 (Ray absent).

Long Range Planning – Strategy V: February 21, 2012

Kruse said that Strategy V was the use and marketing of the value and beauty of our land and geography.

Goal #1 was to protect Windom's natural resources. Strategies included the planning for an outdoor garden and patio at the Community Center, working with partners on trail planning, grants for walkways and bike paths, enhancing services at Island Park and researching options on pest/weed control.

Jones said the Council's position on trails is on record and working on trail segments within the City is on the table for discussion. Both Jones and Maricle agreed that the planning and discussions on trails, walking paths or bike routes could be done during the capital planning meetings.

Maricle said expanding the camping sites at Island Park and facilities is needed. Caldwell said the restroom is the highest priority and he is working with other groups. A renovated or new restroom facility would include showers for campers and the timeline could be as short as one year. Other improvements as painting and maintenance will be done. The camp sites also need to be looked at as they were designed years ago for smaller camper vehicles and today's campers are much larger and have slide out rooms.

Fossing asked how many camp sites exist. Caldwell said there are 10 at Island Park but they are permitted for 20. He said that due to the larger size of modern campers we would not be able to easily accommodate the permitted number.

Powers asked about the pest and weed control efforts. He thought we had a solid plan for pest control, but weed control is an issue that needs more attention.

Caldwell said that the Street & Park department had gotten the new fogger for insect control and the needed chemicals. Staff received training on the operation of the unit and is going to be getting their

licenses to apply the chemical. Regarding weed control, the problem areas are alleys and along the commercial corridors. The commercial property owners along Highway 60/71 want the weeds controlled by MN DOT as it is their right-of-way to maintain and MN DOT has done a poor job of this so it looks bad when the weeds grow up. In the alleys the property owners need to know the weeds need to be taken care of even though they are at the back or rear of the property.

Powers asked if the City can do the weed control and how this matter gets addressed so we do not have the problem. Caldwell said the City does some spraying and bills the cost, but this is only after the notification process, etc. and that takes staff time and expense to enforce. Caldwell noted the spraying the City crews did on our own streets was successful last year in stopping weeds that pop up between the street edge and curb.

Kruse said that Goal #2 was to market and brand Windom as an outdoor location.

Consensus of the Council was to maintain and improve our existing marketing efforts and to continue working with other groups on promoting Windom.

Kruse and Jones said they appreciate all of the work done by the City crews and Department Heads and want to pass along their thanks. Council agreed.

APPENDIX B
Capital Improvement Plan - Summary

Please see attached

City of Windom, Minnesota

Capital Improvement Plan

2013 thru 2017

PROJECTS BY DEPARTMENT

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
Administration								
Financial Management Software	ADMIN 001	1	30,000					30,000
Computer Replacement	ADMIN 002	1					17,500	17,500
Copier Replacement	ADMIN 003	1			8,000			8,000
Administration Total			30,000		8,000		17,500	55,500
Airport								
Jet A Fuel System	AIRPORT 001	2	150,000					150,000
Runway Study and Environmental Review	AIRPORT 002	3	30,000					30,000
Land Acquisition - Runway	AIRPORT 003	2			200,000			200,000
Runway Extension	AIRPORT 004	2				1,200,000		1,200,000
Instrument Landing Equipment	AIRPORT 005	1					250,000	250,000
Airport Total			180,000		200,000	1,200,000	250,000	1,830,000
Ambulance								
Commercial Scanner	AMB 001	1	5,000					5,000
Defibrillators	AMB 002	1		90,000				90,000
Unit 28 - Ambulance	AMB 003	1			170,000			170,000
Ambulance Total			5,000	90,000	170,000			265,000
Arena								
Door Replacement	ARENA 001	2	7,000	10,000				17,000
Restroom Remodeling	ARENA 002	1	10,000					10,000
Arena Seating & Accessibility	ARENA 003	2	10,000					10,000
Racquetball Court Rehabilitation	ARENA 004	2		15,000				15,000
Zamboni	ARENA 005	2		5,000				5,000
Locker Room Expansion	ARENA 006	2		75,000				75,000
Rink Panel Replacement	ARENA 007	2		70,000				70,000
Install Rink Floor	ARENA 008	3		340,000				340,000
Roof Repair/Rehabilitation	ARENA 009	1			160,000			160,000
Parking Lot Rehabilitation	ARENA 010	2				55,000		55,000
Livestock Building/Riding Rink	ARENA 011	3					200,000	200,000
Carpet Replacement	ARENA 012	2		5,000				5,000
Arena Total			27,000	520,000	160,000	55,000	200,000	962,000
City Hall								
Window Replacement	CH 001	2		20,000				20,000
Office Cube Replacement	CH 002	3			15,000			15,000
Carpet Replacement	CH 003	2	10,000					10,000
ADA Door - Interior	CH 004	2		3,000				3,000
New Heating System	CH 005	1			35,000			35,000
Council Chamber - Presentation Equipment	CH 006	3		3,500				3,500
Television & Sound System - Council Chambers	CH 007	2				20,000		20,000

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
City Hall Total			10,000	26,500	50,000	20,000		106,500
Community Center								
Meeting Room Maintenance/Improvements	COMM 001	2		21,512				21,512
Dance Floor Replacement	COMM 002	3					14,800	14,800
Sound System	COMM 003	3				14,000	14,000	28,000
Tables/Chair Replacement	COMM 004	1		5,000				5,000
Floor/Carpet Cleaning Machine	COMM 005	1	6,500					6,500
Stage	COMM 006	3		8,500				8,500
Equipment Replacement/Upgrades	COMM 007	1	10,000	20,000	20,000	20,000	7,252	77,252
Drinking Fountain Replacement	COMM 008	3		4,800				4,800
Mechanical Systems	COMM 009	1		30,490	30,000	30,000	30,000	120,490
Roof Replacement	COMM 010	1					85,000	85,000
Garage Doors w/ Openers	COMM 011	2					9,800	9,800
Gym Renovation	COMM 012	2					85,000	85,000
Rental Item Replacement	COMM 013	2	9,300					9,300
Outdoor - Grounds and Equipment	COMM 014	2		21,600				21,600
Office Computer Replacement	COMM 015	1			2,000			2,000
Community Center Total			25,800	111,902	52,000	64,000	245,852	499,554
EDA								
North Windom Industrial Park Infrastructure	EDA 001	1	2,200,000					2,200,000
Signage	EDA 002	2	64,000					64,000
Spec Building Expansion	EDA 003	1		1,700,000				1,700,000
EDA Total			2,264,000	1,700,000				3,964,000
Electric								
Distribution System Upgrades	ELE 001	1	250,000	250,000	250,000	250,000		1,000,000
Skid Loader Replacement	ELE 002	2	30,000					30,000
69KV Transmission Improvements	ELE 003	2	50,000					50,000
Misc Equipment - Unidentified	ELE 004	3	20,000	20,000	20,000	20,000		80,000
Digger Derrick Truck	ELE 005	2			250,000			250,000
N. Windom Industrial Park Territory Buy-out	ELE 007	5			0			0
Electric Total			350,000	270,000	520,000	270,000		1,410,000
Fire								
Fire Hall Addition	FIRE 001	1			1,800,000			1,800,000
Rescue Truck	FIRE 002	2	265,000					265,000
Engine Pumper Truck (rural)	FIRE 003	1		285,000				285,000
Quick Attack Truck	FIRE 004	2	10,000					10,000
First Response Truck	FIRE 005	3			125,000			125,000
Turn Out Gear	FIRE 008	1	28,500	28,500			0	57,000
Fire Total			303,500	313,500	1,925,000		0	2,542,000
Library								
Heating System	LIB 001	2		6,000				6,000
Window Replacement	LIB 002	2		20,000				20,000
Building Repair - Upstairs Wall	LIB 003	3		2,000				2,000
Repaint Library - Interior	LIB 004	2		5,000				5,000
Interior Furnishings - Curtians	LIB 005	3			5,000			5,000
Building Exterior - Door	LIB 006	2	2,000					2,000
Computer Replacement	LIB 007	1	2,000	2,000	2,000	2,000		8,000

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
Library Total			4,000	35,000	7,000	2,000		48,000
Liquor								
Coolers	LIQUOR 001	1	30,000					30,000
HVAC - Heating	LIQUOR 002	1			20,000			20,000
Parking Lot - Seal Coat additional Asphalt	LIQUOR 003	n/a				18,500		18,500
Computer Replacement	LIQUOR 004	1		2,000				2,000
Liquor Total			30,000	2,000	20,000	18,500		70,500
Parks								
Cottonwood Lake - Tegel's Park Road & Parking	PARK 004	2	78,000					78,000
Toro Workman	PARK 008	1			20,000			20,000
Toro Groundsmaster Mower (4000D)	PARK 009	1		55,000				55,000
Toro Groundsmaster Mower (328D)	PARK 010	1				25,000		25,000
Ballfield Groomer	PARK 012	1	28,000					28,000
Restroom Fixtures	PARK 013	3	4,000					4,000
Parks Total			110,000	55,000	20,000	25,000		210,000
Police								
Sidearms - Pistol Replacement	POLICE 001	2	1,500					1,500
Light Bar - Squad Car	POLICE 002	3			1,800			1,800
Taser Replacement	POLICE 003	1				3,800		3,800
Taser Replacement	POLICE 004	1					3,800	3,800
Computer Replacement - Office	POLICE 007	1	2,000					2,000
E-Ticket Printers	POLICE 008	2		1,700				1,700
Police Total			3,500	1,700	1,800	3,800	3,800	14,600
Pool								
Aquatic Lift	POOL 001	1	7,000					7,000
Architectural & Engineering for Pool Project	POOL 002	1		250,000				250,000
Renovated Pool or New Aquatic Center	POOL 003	3			3,500,000			3,500,000
Pool Total			7,000	250,000	3,500,000			3,757,000
Recreation								
Scheduling Software Upgrade	REC 001	2		9,300				9,300
Recreation Total				9,300				9,300
Streets								
2013 Street Project	STR 001	1	2,400,000					2,400,000
2015 Street Project	STR 002	1	2,000,000					2,000,000
2017 Street Project	STR 003	1					1,800,000	1,800,000
Mechanic Pick-up Replacement	STR 006	2		26,000				26,000
Pick-up Replacement 3/4 Ton Truck	STR 007	2	30,000					30,000
Shop Tools	STR 008	2	5,600					5,600
Pick-up Replacement 3/4 Ton with Snow Plow	STR 009	2			36,000			36,000
Street Sweeper Replacement	STR 011	1				185,000		185,000
Stump Grinder	STR 014	2	6,155					6,155
Loader Unit	STR 015	2		185,000				185,000
Streets Total			4,441,755	211,000	36,000	185,000	1,800,000	6,673,755

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
Telecom								
Video Headend Upgrades	TEL 001	1	22,000					22,000
Mini Van - Replacement	TEL 002	3		21,000				21,000
Mobile Studio Contribution	TEL 003	3		10,000				10,000
ISP Server Upgrades	TEL 004	1		4,000				4,000
DC Powerplant	TEL 005	1		33,000				33,000
Headend Building Addition	TEL 006	2			16,000			16,000
Satellite Farm Rebuild	TEL 007	1			25,000			25,000
Meta Switch Rebuild	TEL 008	1				50,000		50,000
Test Equipment Replacement	TEL 009	2					30,000	30,000
Telecom Total			22,000	68,000	41,000	50,000	30,000	211,000
Wastewater								
General Plant Improvement/Maintenance	SEWER 001	2	5,000	5,000		5,000	5,000	20,000
Treatment Plant Upgrade	SEWER 002	1		760,000				760,000
Toro Lawnmower Replacement	SEWER 003	3			15,000			15,000
Vac-All Replacement	SEWER 004	2		37,500				37,500
General Equipment	SEWER 006	3	20,000	20,000	15,000	20,000		75,000
Interceptor/Collection System Improvements	SEWER 007	1	10,000	10,000	10,000	10,000	10,000	50,000
Unit #65 Replacement - 1 Ton Truck	SEWER 008	2	45,000					45,000
Unit #60 Replacent - 1/2 Ton Pick-up Truck	SEWER 009	2		13,000				13,000
Lift Station Improvements	SEWER 010	1	5,000	5,000	5,000	5,000	5,000	25,000
Wastewater Total			85,000	850,500	45,000	40,000	20,000	1,040,500
Water								
Wells and Well Site	WATER 001	1	5,000	5,000	5,000	5,000	5,000	25,000
Pumping Equipment	WATER 002	1	5,000	5,000	5,000	5,000		20,000
Filter Plant - SCADA	WATER 003	1	250,000					250,000
Filter Plant Improvements	WATER 004	1		15,000	15,000	15,000		45,000
Water Main Improvements	WATER 005	1	5,000	5,000	5,000	5,000	5,000	25,000
Vehicle Replacement 1/2 Ton Pick-up Truck	WATER 006	3		13,000				13,000
Water Meters	WATER 007	1	8,000	8,000	8,000	8,000	8,000	40,000
Hydrants	WATER 008	2	5,000	5,000	5,000	5,000	5,000	25,000
Vac-All	WATER 010	2		37,500				37,500
East Tower (Window Rec Area)	WATER 013	2	546,000					546,000
Unit 61 Replacement - 3/4 Ton Pick-up Truck	WATER 014	2	20,000					20,000
Water Total			844,000	93,500	43,000	43,000	23,000	1,046,500
GRAND TOTAL			8,742,555	4,607,902	6,798,800	1,976,300	2,590,152	24,715,709

MEMORANDUM

TO: City Council Members & Steve Nasby, City Administrator
FROM: Chelsie Carlson, Finance Director/Controller
SUBJECT: General Ledger Finance and Payroll System Vendor Recommendation

The 2013 Budget includes \$30,000 in Capital and \$7,000 in Operating Expense for a General Ledger Finance and Payroll System. City Staff has reviewed three systems and would like to recommend approval of a contract with Tyler Technologies for their Incode Subscription product. This product is a hosted solution, meaning the City has no additional costs for hardware to utilize this product. Additionally, the data is securely stored on vendor servers and vendor completes co-located backup of data at two facilities. All system upgrades are included in our pricing and are completed by the vendor. Over 400 municipalities currently utilize this Tyler subscription product.

The contract with Tyler Technologies includes a one-time estimated cost of \$20,360 for implementation and fixed Annual Fees of \$11,547 based on 5 users. Additional training/implementation costs are billed as incurred and could be approximately \$6,700 based on the training format utilized and needs throughout the project. Since the City is a current Tyler Technologies customer, the vendor is including conversion of 5 years of financial and payroll history into the new system at no additional cost. The contract term is 5 years and the City will have the option to renew the contract for another 5 years with the same annual fee. This contract has been reviewed by the City Attorney and no issues were noted.

The City has used this vendor for several years and the Incode product is widely used in surrounding communities including Worthington, Luverne, and Redwood Falls. The other systems reviewed did not offer a hosted solution which resulted in higher up-front costs for licensing the software as well as additional costs for IT resources such as server upgrades and ongoing maintenance. Plus, the other vendors either did not offer conversion of historical data or charged substantial fees for converting history. For the reasons described above, City Staff recommends using Tyler Technologies Incode Subscription product and requests City Council approval of the contract.



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414

(800) 646.2633
(806) 797-4849 Fax

And

City of Windom

444 9th Street
Windom MN 56101
(507) 831-6129

Issued date:

November 16, 2012



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and City of Windom, hereinafter referred to as CLIENT on, _____, 2012.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:

Section A	Investment Summary (A-H)
Section B	COMPANY Agreement Terms and Conditions
Section C	Service Level Agreement
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: **City of Windom**

Tyler Technologies, Inc.:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

Sales Tax Certificate Number

Investment Summary
 Chelsie Carlson
 City of Windom



Prepared for:	City of Windom	Contract ID # :	2012-0272
Contact Person:	Chelsie Carlson	Issue Date:	11/16/12
Address:	444 9th Street Windom MN 56101 (507) 831-6129	Salesman:	A. Davis
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	ccarlson@windom-mn.com		

Total Subscription Fees	11,647.00		11,547.00	11,547.00
Total Professional Services				
Implementation Services		14,960.00	14,960.00	
Professional Services		5,400.00	5,400.00	
Data Conversion & Assistance		No Charge	No Charge	

Please note travel expenses will be billed as incurred.

Subscription Summary

Chelsie Carlson
City of Windom
November 16, 2012



Cost Summary

Professional Services & Hardware	Cost
Implementation Services	14,960
Professional Services	5,400
Data & Conversion Assistance Fees	No Charge
Tyler On-line Training Center	Included
Network Services	Included
Services	20,360

Subscription - Hosted	Annual Fees
Length of Agreement	5 Years - 60 Months
Annual Subscription Fee	9,147
Annual User Fee	2,400
Summary	11,547

****Note:** Additional users may be added at any time at the per user rate of \$480 per year.

Software Licenses - Subscription

Chelsie Carlson
City of Windom
November 16, 2012



Application Software	QTY
Incode Financial Management Suite	1
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i> Project Accounting Miscellaneous Accounts Receivable System Software	
Incode Personnel Management Suite	1
Personnel Management Personnel Management includes payroll and human resources	

Professional Services - Subscription

Chelsie Carlson
 City of Windom
 November 16, 2012



Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Financial Suite	88	9,680
Personnel Management Suite	48	5,280
Conversion Services		
Financial Suite	56	Included
Incode Professional Services		
Project Management		1,000
Final Implementation Services	40	4,400
Professional Services Total	232	20,360

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
Incode Financial Suite			
Incode Financial Applications			
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i>	1	60	6,600
Project Accounting	1	12	1,320
Miscellaneous Accounts Receivable		12	1,320
Financial Consulting Services		4	440
Financial Suite Subtotal		88	9,680
Incode Personnel Management Suite			
Incode Personnel Management Systems			
Personnel Management	1	48	5,280
Incode Personnel Management Suite Subtotal		48	5,280
Professional Services			
Project Management			1,000
Final Implementation		40	4,400
Professional Services Subtotal		40	5,400

Professional Services
 Chelsie Carlson
 City of Wndom
 November 16, 2012



Conversion Services	Conversion Programming Fee	Estimated Hours	Estimated Services
Financial Applications			
Financial Applications			
General Ledger			
Chart of Accounts - No History	No Charge	4.0	No Charge
Budgets	No Charge		No Charge
Detail History	No Charge	4.0	No Charge
Accounts Payable			
Vendor File - No History	No Charge	4.0	No Charge
Detail History	No Charge	4.0	No Charge
Payroll			
Employee Static Information	No Charge	20.0	No Charge
Current Year Check History	No Charge	8.0	No Charge
Project Accounting			
Project Master	No Charge	4.0	No Charge
Detail Transactions	No Charge	4.0	No Charge
Conversion Services Subtotal	No Charge	56	No Charge
Conversion Services Total	No Charge	56	No Charge

PACE Trade In - data conversion included no charge.

Note:
 Financial data conversion consists of current year plus 5 years history.
 Payroll data conversion consists of current year plus 5 years history.

Tyler OnDemand - Tyler Online Training Center

Cheisle Carlson
City of Windom
November 16, 2012



Service

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
 - o Financials
 - o Payroll
 - o Human Resources
 - o Utility Billing
 - o CRM
 - o Court
 - o Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to use these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2) PRICE

- a) The five-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.
- b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.
- c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

3) PAYMENT

- a) COMPANY will invoice CLIENT no earlier than May 2013 for the first year annual usage fee and in each year through the end of the Term of this Agreement. CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration. Such renewal shall be for a five (5) year term at the same rate as listed in this Investment Summary, for the modules included in this Investment Summary.
- b) Upon receipt of executed Agreement, COMPANY will credit CLIENT's account any paid annual software maintenance fees from the execution date through the end of the maintenance term.
- c) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.
- d) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.
- e) CLIENT agrees to make fee payments for added

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Users during any Term of this Agreement.

f) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

g) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

h) CLIENT may elect to discontinue use of the Incode Personnel Management Suite, resulting in the annual subscription fees being reduced by \$1,650 per year. Client may elect to reduce the number of subscribers, resulting in a reduction of \$480 per scribe. CLIENT will not be entitled to a refund or offset of previously paid subscription and other fees. CLIENT will be liable to COMPANY for implementation services delivered and expenses incurred prior to discontinuing use of the Incode Personnel Management Suite.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages

resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this

allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform

according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

8) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

9) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10) NOTICES

All notices required or permitted to be given

hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 8 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions

as those provided by the Property during the fiscal year following termination of this Agreement.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

16) CLIENT DATA

a) All CLIENT data, information, photos, images, etc. shall remain the property of CLIENT regardless of whether the same is held, processed, managed, and stored by COMPANY as part of system hosting. CLIENT data shall not become COMPANY data and no transfer of ownership shall be deemed to occur by virtue of the transaction contemplated hereby. COMPANY shall not use CLIENT data other than in connection with providing the services pursuant to this Agreement.

b) In the event CLIENT elects to terminate or not

renew this Agreement, COMPANY agrees to provide a SQL backup of CLIENT data. Data will be downloadable from a secure FTP site at no cost to the CLIENT. COMPANY further agrees to coordinate with the CLIENT on when such data will be made available, such allotted time should not exceed seven (7) days.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

a) Installation as described in the Investment Summary;

b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.

c) Training/Implementation as set forth in the Investment Summary; and

d) Consulting/Analysis as set forth in the Investment Summary.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall

constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

c) Notwithstanding anything contrary herein,

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) PROFESSIONAL SERVICES FEES

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered,

plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in

which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. CLIENT shall use the connection to facilitate access to hosted software. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) **LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

9) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Software as a Service ("SaaS") agreement between Tyler Technologies, Inc. ("Tyler") and the City of Windom, MN (the "SaaS Agreement"). The SLA is effective as of _____.

This SLA outlines the information technology service levels that Tyler will provide to the City of Windom, MN "Client" to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications are intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

IN WITNESS OF WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below:

City of Windom, MN

Tyler Technologies, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

A RESOLUTION ADOPTING THE CITY OF WINDOM EMERGENCY OPERATIONS PLAN

WHEREAS, natural and technological disasters and national security emergencies pose potential threats to public health and safety in Windom; and

WHEREAS, the overall objective of emergency management for the City of Windom is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disaster, technological incidents and national security emergencies; and

WHEREAS, the City of Windom's emergency management is committed to providing effective life safety measures while reducing property loss and damage to the environment and providing rapid resumption of impacted business and community services; and

WHEREAS, the City of Windom is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property and the environment; and

WHEREAS, the City of Windom Emergency Operations Plan serves as a basis for effective response to any hazard that threatens the City of Windom; and

WHEREAS, the City of Windom Emergency Operations Plan serves as a legal and conceptual framework for emergency management for the City of Windom.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Windom, County of Cottonwood, Minnesota, hereby adopts the City of Windom Emergency Operations Plan.

Adopted this 18th day of December, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

A RESOLUTION APPROVING 2012 TAX LEVY, COLLECTABLE IN 2013

BE IT RESOLVED, by the Council of the City of Windom, County of Cottonwood, Minnesota, that the following sums of money be levied for the current year, collectable in 2013, upon the taxable property in the City of Windom for the following purposes:

Total Levy	\$1,654,328
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The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Cottonwood County, Minnesota.

Adopted this 18th day of December, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

2013 BUDGET



CITY OF WINDOM
2013 Budget (includes all funds)

Revenue Sources

General Fund

LGA, Fees, Fines, Permits and Transfers	\$ 1,768,237
Tax Levy (Operations)	\$ 383,628
Tax Levy (Capital Outlay)	\$ 204,055
	\$ 2,355,920

Special Revenue Funds

User Fees	\$ 914,675
Tax Levy (Operations)	\$ 666,170
Tax Levy (Capital Outlay)	\$ 78,800
Ambulance Reserve Funds (Capital Outlay)	\$5,000
	\$ 1,664,645

Enterprise Funds

User Fees	\$ 11,842,776
Special Assessments *	\$ 77,500
	\$ 11,920,276

Debt Service

Special Assessments **	\$ 170,935
Tax Levy - Bonded Projects	\$ 220,446
Tax Levy - Funded Projects	\$ 92,729
	\$ 484,110

Special Projects

TIF Revenues & Revolving Loan Funds	\$ 339,450
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Grand Total	<u><u>\$ 16,764,401</u></u>
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****General Fund Special Assessments**

\$170,935	Prior Year Street Projects
\$0	2012 Street Project (included in Enterprise Funds ab
\$170,935	Special Assessments

CITY OF WINDOM
2013 Budget - Expenses (includes all Funds)

	Expenditures
General Fund Operations	\$ 2,151,865
Special Revenue Funds Operations*	\$ 1,435,795
Enterprise Funds Operations*	\$ 9,289,575
Debt Service (All Funds)	\$ 1,754,135
Capital Outlay (All Funds)	\$ 845,805
Special Projects	<u>\$ 345,150</u>
Grand Total	\$ 15,822,325

* Does not include depreciation

Budget
CITY OF WINDOM
2013 Tax Levy

	<u>Levy</u> <u>Uses</u>	<u>Percent</u> <u>Of Levy</u>
General Fund Operational	\$ 383,628	23.2%
General Fund Capital	\$ 204,055	12.3%
Less: Use of General Fund Reserves	\$ -	0.0%
Plus PERA Reimbursement	\$ 3,500	0.2%
Special Revenue Fund Operational	\$ 671,170	40.6%
Special Revenue Fund Debt Service & Capital	<u>\$ 78,800</u>	4.8%
 <i>Sub Total</i>	 <i>\$ 1,341,153</i>	
 Street Shop - LMC Loan Payment #2 of 5	 \$ 54,589	 3.3%
18th Street Stormwater Project Payment #2 of 5	\$ 15,775	1.0%
Pay loader Annual Payment #5 of 5	\$ 22,365	1.4%
Plus Debt Service*	<u>\$ 220,446</u>	13.3%
 2013 Levy	 \$ 1,654,328	 100.0%

Levy Change from Prior Year 2.98%

<u>Debt Service Levy*</u>	
1994 Project Series #1 (River Road)	\$ 10,118
Equipment Bond - Dump/Snow Plow Truck	\$ 15,295
June Court Improvement Project	\$ 3,320
2003 Street Project	\$ 43,460
2005 Street Project	\$ 45,300
2007 Street Project	\$ 46,347
2009 Street Project	<u>\$ 56,606</u>
Total	\$ 220,446

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

A RESOLUTION DESIGNATING GENERAL FUND BALANCE

WHEREAS, only limited revenues are received during the first six months of each budget year and as much as 50% of the expenses occur during that period of time; and

WHEREAS, a minimum level of cash is necessary to pay expenses during that first six months of each year; and

WHEREAS, a reasonable minimum General Fund balance is necessary to begin each budget year for the anticipated expenditures that will occur within the first six months.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Windom, County of Cottonwood, Minnesota, as follows: That the General Fund balance (as of 12/31/12) shall be designated for the purpose of meeting the financial obligations of the City for the upcoming years.

BE IT RESOLVED, that the Windom City Council may change this policy by adoption of resolution so stating.

Adopted this 18th day of December, 2012.

Kirby G. Kruse, Mayor

Attest:

Steve Nasby, City Administrator

MEMORANDUM



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

TO: City Council
FROM: Personnel Committee
DATE: December 13, 2012
RE: Recommendations – Police Department and Liquor Store

The Personnel Committee met on December 5, 2012 and is making the following recommendations to the City Council.

Police – Step Increase Request for Officers

Chief Peterson requested step increases for Officer Hilleshiem and Officer Partlow. He noted the City's past practice has been to move officers up the longevity scale at an accelerated rate upon satisfactory evaluations. The purpose is to keep Windom officers' pay competitive and within approximate pay ranges similar to the Cottonwood Sheriff deputies.

The Personnel Committee is recommending that Officer Hilleshiem, who is currently at Step 9, go to Step 12 upon his anniversary date (December 29) and Officer Partlow, who is currently at Step 4, go to Step 9 upon his anniversary date (December 10).

Promotion Proposal – Liquor Store Manager

The Personnel Committee has briefly discussed management options for the liquor store and suggests this item be scheduled for the entire Council to discuss in the near future. The Personnel Committee discussed promoting Gary Kulseth, acting manager, to Liquor Store Manager effective January 1, 2013 upon the formal retirement of Gene Lenning on December 31, 2012. This will insure continuity in the City's Municipal Store operations, provide recognition for the work Mr. Kulseth has put in while Mr. Lenning has been on vacation and allow the City Council time to discuss options for the Municipal Liquor Store. A six month probationary period would apply to this promotion per the City's policy.

Mr. Kulseth currently is at Grade 8, Step 12, which is \$20.33\hour or \$42,286 annually in the IBEW union pay plan. The range for the Liquor Store Manager's position on the Supervisory Pay Scale (Grade 17) for 2013 is \$21.90\hour to \$28.48\hour or \$45,552 to \$59,238 annually. Mr. Kulseth has been consulted and would be accepting of the promotion.

The Personnel Committee is recommending the promotion of Gary Kulseth to Liquor Store Manager, effective January 1, 2013 and that he is placed at Grade 17, Step 2 for calendar year 2013.

ELECTRONIC DISBURSEMENTS

Date	Vendor	Amount	Description
11/16/2012	Citistreet MN	\$ (5,225.00)	Deferred Compensation
11/16/2012	Payroll	\$ (102,236.45)	Net Pay
11/16/2012	Payroll	\$ (72,842.00)	Net Pay
11/16/2012	MN PERA	(17,108.78)	PERA Payment
11/16/2012	USA Tax Payment	\$ (717.41)	Excise Tax
11/19/2012	MN Dept of Revenue	\$ (5,817.84)	State Tax Withholding
11/20/2012	BCBS SWWC	\$ (39,703.50)	BCBS Premium
11/23/2012	MII FSA	\$ (15.43)	Flex Spending
11/29/2012	MII FSA	\$ (192.31)	Flex Spending
11/30/2012	Citistreet MN	\$ (5,225.00)	Deferred Compensation
11/30/2012	MN PERA	\$ (17,140.34)	PERA Payment
11/30/2012	USA Tax Payment	\$ (30,347.23)	Federal Payroll Tax
11/30/2012	USA Tax Payment	\$ (22,558.99)	Federal Payroll Tax
11/30/2012	Liquor Credit Card Fees	\$ (22.00)	Liquor Credit Card Fees
		\$ (319,152.28)	

FM Entry - Invoice Payment - Schedule

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit

Main				
01-103-4016	GEN-CITY OFFICE LIFE INSURANCE	11/2012	80.00	
01-103-4211	GEN-CITY OFFICE MAINT OFFICE EQUIPMENT	12/2012	19.92	
01-103-4211	GEN-CITY OFFICE MAINT OFFICE EQUIPMENT	11/2012	21.21	
01-103-4810	GEN-CITY OFFICE SUPPLIES	12/2012	331.15	
01-103-4810	GEN-CITY OFFICE SUPPLIES	11/2012	130.43	
01-106-4016	GEN-P&Z/B.O. LIFE INSURANCE	11/2012	24.00	
01-106-4118	GEN-P&Z/B.O. VEHICLE MAINT	12/2012	21.66	
01-115-4411	GEN-CITY HALL PLUMBING MAINT	12/2012	27.75	
01-115-4415	GEN-CITY HALL MAINTENANCE OF GROUNDS	12/2012	668.50	
01-115-4899	GEN-CITY HALL OTHER SUPPLIES/SERVICES	12/2012	37.88	
01-120-4016	GEN-POLICE DEPT LIFE INSURANCE	11/2012	144.00	
01-120-4118	GEN-POLICE DEPT CAR MAINTENANCE	11/2012	21.66	
01-120-4211	GEN-POLICE DEPT OFFICE EQUIP MAINTENCE	11/2012	10.60	
01-120-4663	GEN-POLICE DEPT RADIO MAINTENANCE	11/2012	1,628.44	
01-120-4810	GEN-POLICE DEPT OFFICE SUPPLIES	11/2012	12.80	
01-120-4899	GEN-POLICE DEPT MISC SUPPLIES/SERVICES	12/2012	92.96	
01-125-4117	GEN-FIRE DEPT TRUCK MAINT	11/2012	1,704.66	
01-130-4899	GEN-CIVIL DEFENSE OTHER SUPP/SERVICES	12/2012	150.00	
01-140-4016	GEN-STR DEPT LIFE INSURANCE	11/2012	80.00	
01-140-4110	GEN-STR DEPT CASE LOADER MAINT	12/2012	203.20	
01-140-4111	GEN-STR DEPT JD LOADER MAINT	12/2012	217.61	
01-140-4113	GEN-STR DEPT DUMP TRUCK MAINTENANCE	12/2012	629.21	
01-140-4114	GEN-STR DEPT PICKUP TRUCK MAINTENANCE	12/2012	4.52	
01-140-4115	GEN-STR DEPT GRADER MAINTENANCE	12/2012	124.71	
01-140-4199	GEN-STR DEPT MAINT MISC MOTOR EQUIP	12/2012	220.14	
01-140-4312	GEN-STR DEPT SAND	11/2012	2,419.05	
01-140-4410	GEN-STR DEPT JANITORIAL SUPPLIES	12/2012	20.28	
01-140-4412	GEN-STR DEPT ELECTRICAL MAINTENANCE	12/2012	21.36	
01-140-4412	GEN-STR DEPT ELECTRICAL MAINTENANCE	11/2012	509.00	
01-140-4899	GEN-STR DEPT OTHER MISC SUPPLIES/SERV	12/2012	932.78	
01-150-4899	GEN-RECREATION OTHER SUPPLIES/SERVICES	12/2012	19.92	
01-150-4899	GEN-RECREATION OTHER SUPPLIES/SERVICES	11/2012	10.60	
01-165-4016	GEN-PARKS LIFE INSURANCE	11/2012	16.00	
01-165-4199	GEN-PARKS MAINT MISC MOT EQUIPMENT	12/2012	66.88	
01-165-4412	GEN-PARKS ELECTRICAL MAINTENANCE	12/2012	45.95	
01-165-4415	GEN-PARKS GROUNDS MAINTENANCE	12/2012	3,107.37	
	Fund Totals:		13,776.20	.00
03-171-4411	LIBRARY PLUMBING MAINT.	12/2012	80.72	
03-171-4414	LIBRARY STRUCTURE MAINT.	12/2012	706.70	
03-171-4414	LIBRARY STRUCTURE MAINT.	11/2012	20.00	
03-171-4819	LIBRARY BOOKS	11/2012	480.18	
03-171-4844	LIBRARY PERIODICALS	11/2012	24.95	
03-171-4899	LIBRARY OTHER SUPPLIES/SERVICES	12/2012	5.82	
03-171-4899	LIBRARY OTHER SUPPLIES/SERVICES	11/2012	5.30	
	Fund Totals:		1,323.67	.00

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit
04-1204	EQUIP./F.A. - CITY HALL	12/2012	1,234.20	
04-1206	EQUIP./F.A. - FIRE DEPT.	11/2012	1,670.61	
	Fund Totals:		2,904.81	.00
11-174-4412	AIRPORT ELECTRICAL MAINT.	12/2012	23.83	
11-174-4511	AIRPORT ELECTRIC UTILITY	12/2012	370.64	
11-174-4514	AIRPORT WATER RX	12/2012	24.00	
11-174-4899	AIRPORT OTHER SUPPLIES/SERVICES	12/2012	23.48	
	Fund Totals:		441.95	.00
12-175-4899	POOL OTHER SUPPLIES/SERVICES	11/2012	5.30	
12-175-4899	POOL OTHER SUPPLIES/SERVICES	12/2012	19.92	
	Fund Totals:		25.22	.00
13-176-4711	AMBULANCE REGISTRATIONS	12/2012	660.00	
13-176-4810	AMBULANCE OFFICE EXPENSE	11/2012	7.04	
13-176-4827	AMBULANCE UNIFORMS/CLOTHING	12/2012	8.55	
13-176-4899	AMBULANCE OTHER SUPPLIES	11/2012	290.99	
	Fund Totals:		966.58	.00
14-177-4016	M/P BLDG - LIFE INSURANCE	11/2012	48.00	
14-177-4211	M/P BLDG - EQUIP MAINT	11/2012	5.30	
14-177-4211	M/P BLDG - EQUIP MAINT	12/2012	19.92	
14-177-4412	M/P BLDG - ELECTRICAL MAINT	11/2012	225.59	
14-177-4499	M/P BLDG - MISC BLDG/GROUNDS	12/2012	84.22	
14-177-4921	M/P BLDG - BEER PURCHASED	12/2012	87.50	
	Fund Totals:		470.53	.00
18-147-4511	N IND PARK - ELECTRICITY UTILITY	12/2012	49.74	
	Fund Totals:		49.74	.00
60-180-4016	LIQUOR LIFE INSURANCE	11/2012	32.00	
60-180-4211	LIQUOR OFFICE EQUIP. MAINT.	12/2012	19.92	
60-180-4211	LIQUOR OFFICE EQUIP. MAINT.	11/2012	23.01	
60-180-4920	LIQUOR LIQUOR PURCHASED	11/2012	6,356.67	
60-180-4921	LIQUOR BEER PURCHASED	11/2012	9,981.25	
60-180-4922	LIQUOR WINE PURCHASED	11/2012	2,554.72	
	Fund Totals:		18,967.57	.00

FM Entry - Invoice Payment - Schedule

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit
61-181-4016	WATER LIFE INSURANCE	11/2012	40.00	
61-181-4211	WATER OFFICE EQUIP MAINT.	12/2012	19.92	
61-181-4211	WATER OFFICE EQUIP MAINT.	11/2012	23.01	
61-181-4222	WATER MAINT. DISTRIBUTION SYSTEM	11/2012	7,459.13	
61-181-4299	WATER MISC.MAINT. OTHER EQUIP.	12/2012	24.84	
61-181-4811	WATER CHEMICALS	11/2012	4,192.32	
61-181-4899	WATER OTHER SUPPLIES/SERVICES	12/2012	166.67	
61-2178	WATER - '10 HWY 60 WAATERMAIN IMPR	12/2012	128,054.00	
61-2181	WATER - '12 6TH ST / R R WATERMAIN PROJE	12/2012	290,885.31	
	Fund Totals:		430,865.20	.00
62-1115	ELECTRIC - INVENTORY	11/2012	1,360.53	
62-1301	ELECTRIC - DISTRIBUTION SYSTEM	11/2012	184.89	
62-1302	ELECTRIC - DEPR. DISTRIB. SYSTEM	12/2012	9.17	
62-182-4016	ELECTRIC LIFE INSURANCE	11/2012	96.00	
62-182-4199	ELECTRIC MISC.MAINT.MOTORIZED EQUIP	12/2012	58.35	
62-182-4211	ELECTRIC OFFICE EQUIP. MAINT.	12/2012	19.92	
62-182-4211	ELECTRIC OFFICE EQUIP. MAINT.	11/2012	23.01	
62-182-4222	ELECTRIC DISTRIBUTION SYSTEM	12/2012	8.74	
62-182-4499	ELECTRIC MISC.MAINT.BLDGS/GROUNDS	11/2012	184.60	
62-182-4499	ELECTRIC MISC.MAINT.BLDGS/GROUNDS	12/2012	68.20	
62-182-4810	ELECTRIC OFFICE SUPPLIES	12/2012	287.74	
62-182-4820	ELECTRIC DUES	12/2012	-20.00	
62-182-4831	ELECTRIC WADC PROMOTIONS	12/2012	1,200.00	
62-182-4899	ELECTRIC OTHER SUPPLIES/SERVICES	11/2012	68.78	
62-182-4899	ELECTRIC OTHER SUPPLIES/SERVICES	12/2012	166.67	
62-182-4993	ELECTRIC ENERGY CONSERVATION	12/2012	50.00	
62-182-4993	ELECTRIC ENERGY CONSERVATION	11/2012	546.00	
62-2013	ELECTRIC - METER DEPOSITS	11/2012	400.00	
	Fund Totals:		4,712.60	.00
63-1368	SEWER - '11 MAIN LIFT PROJECT	12/2012	8,689.71	
63-1369	SEWER - '11 6TH STREET/RR PROJECT	12/2012	138,331.00	
63-183-4016	SEWER LIFE INSURANCE	11/2012	56.00	
63-183-4121	SEWER TRUCK MAINT.	12/2012	317.60	
63-183-4211	SEWER OFFICE EQUIP MAINT.	11/2012	33.94	
63-183-4211	SEWER OFFICE EQUIP MAINT.	12/2012	39.84	
63-183-4219	SEWER PLANT EQUIP. MAINT.	12/2012	146.70	
63-183-4227	SEWER MAIN LIFT STATION MAINT.	12/2012	115.31	
63-183-4227	SEWER MAIN LIFT STATION MAINT.	11/2012	313.23	
63-183-4299	SEWER MAINT.OTHER EQUIP. MISC.	12/2012	76.62	
63-183-4816	SEWER SMALL TOOLS	12/2012	38.44	
63-183-4829	SEWER LAB TESTING	11/2012	937.80	
63-183-4847	SEWER ENGINEERING	12/2012	4,210.00	
63-183-4899	SEWER OTHER SUPPLIES/SERVICES	12/2012	166.65	
	Fund Totals:		153,472.84	.00

FM Entry - Invoice Payment - Schedule

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit
64-184-4016	ARENA LIFE INSURANCE	11/2012	32.00	
64-184-4220	ARENA ICE EQUIP. MAINT.	12/2012	42.32	
64-184-4410	ARENA JANITOR SUPPLIES	12/2012	9.55	
64-184-4411	ARENA PLUMBING MAINT.	12/2012	392.34	
64-184-4899	ARENA OTHER SUPPLIES/SERVICES	11/2012	19.09	
64-184-4899	ARENA OTHER SUPPLIES/SERVICES	12/2012	19.92	
	Fund Totals:		515.22	.00
67-187-4016	EDA - LIFE INSURANCE	11/2012	24.00	
67-187-4810	EDA - OFFICE SUPPLIES	11/2012	15.38	
67-187-4950	EDA - INTEREST	12/2012	1,655.67	
67-2011	EDA - DUE TO ELECTRIC FUND	12/2012	774.48	
67-2402	EDA - N/P FULDA AREA CREDIT FOR SPEC BLD	12/2012	1,879.34	
	Fund Totals:		4,348.87	.00
69-199-4016	TELECOM - LIFE INSURANCE	11/2012	112.00	
69-199-4120	TELECOM - TRUCK MAINTENANCE	12/2012	40.28	
69-199-4211	TELECOM - CATV MAINT OFFICE EQUIPM	12/2012	6.64	
69-199-4211	TELECOM - CATV MAINT OFFICE EQUIPM	11/2012	10.60	
69-199-4410	TELECOM - JANITORIAL SUPPLIES	12/2012	38.26	
69-199-4821	TELECOM - CATV PROMOTIONS	12/2012	194.13	
69-199-4899	TELECOM - OTHER SUPP/SERV	12/2012	166.67	
69-199-4938	TELECOM - CATV BASIC	12/2012	163.88	
69-199-4939	TELECOM - CATV EXPANDED BASIC	11/2012	371.43	
69-199-4939	TELECOM - CATV EXPANDED BASIC	12/2012	22,611.14	
69-199-5211	TELECOM - INET MAINT OFFICE EQUIP	11/2012	10.60	
69-199-5211	TELECOM - INET MAINT OFFICE EQUIP	12/2012	6.64	
69-199-5222	TELECOM - INET MAINT DISTRIBUTION	12/2012	256.19	
69-199-5899	TELECOM - INET OTHER SUPP/SERVICE	12/2012	166.67	
69-199-6120	TELECOM - LAND AND BUILDINGS	12/2012	58.65	
69-199-6211	TELECOM - TELE MAIN OFFICE EQUIP	11/2012	10.60	
69-199-6211	TELECOM - TELE MAIN OFFICE EQUIP	12/2012	41.65	
69-199-6410	TELECOM - TELE JANITORIAL SUPPLIES	12/2012	454.89	
69-199-6622	TELECOM - CALL COMPLETION	12/2012	1,125.93	
69-199-6821	TELECOM - TELE PROMOTIONS	12/2012	208.00	
69-199-6899	TELECOM - TELE OTHER SUPPLIES & SERVICE	12/2012	166.67	
69-2300	TELECOM - 911 TAP & TACIP FEES	12/2012	1,052.95	
	Fund Totals:		27,274.47	.00
70-5051	PAYROLL--FLEX 1 BC/BS, INS	11/2012	32.00	
70-5060	PAYROLL--OTHER DEDUCTIONS	12/2012	930.23	
	Fund Totals:		962.23	.00

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit	
			Grand Totals:	661,077.70	.00
A/P					
01-2001	GEN. - ACCOUNTS PAYABLE	12/2012		6,963.75	
01-2001	GEN. - ACCOUNTS PAYABLE	11/2012		6,812.45	
			Fund Totals:	.00	13,776.20
03-2001	LIBRARY - ACCOUNTS PAYABLE	12/2012		793.24	
03-2001	LIBRARY - ACCOUNTS PAYABLE	11/2012		530.43	
			Fund Totals:	.00	1,323.67
04-2001	EQUIP./F.A. - ACCOUNTS PAYABLE	12/2012		1,234.20	
04-2001	EQUIP./F.A. - ACCOUNTS PAYABLE	11/2012		1,670.61	
			Fund Totals:	.00	2,904.81
11-2001	AIRPORT - ACCOUNTS PAYABLE	12/2012		441.95	
			Fund Totals:	.00	441.95
12-2001	POOL/OPERATING - ACCOUNTS PAYABLE	12/2012		19.92	
12-2001	POOL/OPERATING - ACCOUNTS PAYABLE	11/2012		5.30	
			Fund Totals:	.00	25.22
13-2001	AMBULANCE - ACCOUNTS PAYABLE	12/2012		668.55	
13-2001	AMBULANCE - ACCOUNTS PAYABLE	11/2012		298.03	
			Fund Totals:	.00	966.58
14-2001	M/P BLDG - ACCOUNTS PAYABLE	12/2012		191.64	
14-2001	M/P BLDG - ACCOUNTS PAYABLE	11/2012		278.89	
			Fund Totals:	.00	470.53
18-2001	N IND PARK - ACCOUNTS PAYABLE	12/2012		49.74	
			Fund Totals:	.00	49.74
60-2001	LIQUOR - ACCOUNTS PAYABLE	12/2012		19.92	
60-2001	LIQUOR - ACCOUNTS PAYABLE	11/2012		18,947.65	

Recap Totals for Journal # 19979

Account #	Description	Fiscal	Debit	Credit

Fund Totals:			.00	18,967.57
61-2001	WATER - ACCOUNTS PAYABLE	12/2012		419,150.74
61-2001	WATER - ACCOUNTS PAYABLE	11/2012		11,714.46
Fund Totals:			.00	430,865.20
62-2001	ELECTRIC - ACCOUNTS PAYABLE	12/2012		1,848.79
62-2001	ELECTRIC - ACCOUNTS PAYABLE	11/2012		2,863.81
Fund Totals:			.00	4,712.60
63-2001	SEWER - ACCOUNTS PAYABLE	11/2012		1,340.97
63-2001	SEWER - ACCOUNTS PAYABLE	12/2012		152,131.87
Fund Totals:			.00	153,472.84
64-2001	ARENA - ACCOUNTS PAYABLE	11/2012		51.09
64-2001	ARENA - ACCOUNTS PAYABLE	12/2012		464.13
Fund Totals:			.00	515.22
67-2001	EDA - ACCOUNTS PAYABLE	12/2012		4,309.49
67-2001	EDA - ACCOUNTS PAYABLE	11/2012		39.38
Fund Totals:			.00	4,348.87
69-2001	TELECOM - ACCOUNTS PAYABLE	11/2012		515.23
69-2001	TELECOM - ACCOUNTS PAYABLE	12/2012		26,759.24
Fund Totals:			.00	27,274.47
70-2001	ACCOUNTS PAYABLE	11/2012		32.00
70-2001	ACCOUNTS PAYABLE	12/2012		930.23
Fund Totals:			.00	962.23
A/P Grand Totals:			.00	661,077.70
Discount				
Discount Grand Totals:			.00	.00
Manual Checks - Cash				

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	WINDOM AREA CHAMBER	CHAMBER BUCKS	3,290.00
	Total for Department 101		3,290.00*
CITY OFFICE	COTTONWOOD COUNTY AS	ASSESSING	15,138.54
CITY OFFICE	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	292.14
CITY OFFICE	SCHRAMEL LAW OFFICE	PROFESSIONAL SERVICES	396.00
CITY OFFICE	MAIL FINANCE	LEASE PAYMENT	15.67
CITY OFFICE	TRANSCEND UNITED TEC	CITY HALL PHONE	81.23
CITY OFFICE	TRANSCEND UNITED TEC	SALES TAX	29.04
CITY OFFICE	VOYAGER FLEET SERVIC	GAS	98.28
	Total for Department 103		16,050.90*
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	1.57
P & Z / BUILDING OFF	ELECTRIC FUND	MAINTENANCE	21.66
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	51.15
P & Z / BUILDING OFF	MAIL FINANCE	LEASE PAYMENT	15.67
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	17.69
P & Z / BUILDING OFF	SA FLEET - FLEET ONE	GAS	56.25
	Total for Department 106		163.99*
CITY HALL	CULLIGAN	SERVICE	21.50
CITY HALL	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	592.55
	Total for Department 115		614.05*
POLICE	INDOFF, INC	SUPPLIES	61.98
POLICE	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	68.87
POLICE	SCHRAMEL LAW OFFICE	PROFESSIONAL SERVICES	2,676.00
POLICE	MAIL FINANCE	LEASE PAYMENT	15.67
POLICE	Verizon Wireless	TELEPHONE	212.20
POLICE	SA FLEET - FLEET ONE	GAS	207.36
POLICE	VOYAGER FLEET SERVIC	GAS	637.46
POLICE	DEFENSIVE EDGE TRAIN	TRAINING	375.00
	Total for Department 120		4,254.54*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	14.18
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	36.56
FIRE DEPARTMENT	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	28.29
FIRE DEPARTMENT	JOHNSON AUTO SERVICE	MAINTENANCE	961.56
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	BATTERY	94.91
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	21.84
FIRE DEPARTMENT	SA FLEET - FLEET ONE	GAS	228.66
FIRE DEPARTMENT	TONY'S BACKHOE & GRA	ASSISTANCE TO FIRE DEPT	250.00
FIRE DEPARTMENT	COUNTRY PRIDE SERVIC	MAINTENANCE	80.00
FIRE DEPARTMENT	CARQUEST AUTO PARTS	MAINTENANCE	32.55
	Total for Department 125		1,748.55*
EMERGENCY MANAGEMENT	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	16.76
	Total for Department 130		16.76*
STREET	COTTONWOOD COUNTY LA	GARBAGE	754.00
STREET	ELECTRIC FUND	MAINTENANCE	31.56

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
STREET	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	3,397.88
STREET	MAIL FINANCE	LEASE PAYMENT	15.67
STREET	Verizon Wireless	TELEPHONE	54.75
STREET	RUNNING'S SUPPLY	MAINTENANCE	130.71
STREET	SOUTHERN MINN CONSTR	MAINTENANCE	302.90
STREET	VALLEY ASPHALT PRODU	SUPPLIES	867.86
STREET	VOYAGER FLEET SERVIC	GAS	123.00
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	731.46
	Total for Department 140		6,409.79*
RECREATION	MAIL FINANCE	LEASE PAYMENT	15.67
	Total for Department 150		15.67*
PARKS	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	157.13
PARKS	MAIL FINANCE	LEASE PAYMENT	15.67
PARKS	RON'S ELECTRIC INC	MAINTENANCE	50.00
	Total for Department 165		222.80*
	Total for Fund 01		32,787.05*
LIBRARY	CUISINE AT HOME	SUBSCRIPTION	24.00
LIBRARY	INDOFF, INC	SUPPLIES	2.95
LIBRARY	ELECTRIC FUND	MAINTENANCE	124.41
LIBRARY	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	317.79
LIBRARY	GOOD HOUSEKEEPING	SUBSCRIPTION	13.97
LIBRARY	INGRAM	BOOKS	1,104.63
LIBRARY	MICROMARKETING	BOOKS & AUDIO	335.55
LIBRARY	READERS SERVICE	SUBSCRIPTION	20.46
LIBRARY	WALL STREET JOURNAL	SUBSCRIPTION	448.40
LIBRARY	VOGUE	SUBSCRIPTION	33.95
LIBRARY	DISNEY MOVIE CLUB	SUBSCRIPTION	28.90
	Total for Department 171		2,455.01*
	Total for Fund 03		2,455.01*
	MANKATO MOBIL - ALPH	RADIOS	496.97
	RACOM CORPORATION	TAHOE SIREN	1,431.38
	Total for Department		1,928.35*
	Total for Fund 04		1,928.35*
	SO. CENTRAL ELECTRIC	ELECTRIC HOOKUP	16.03
	TKDA ENGINEERS	ENGINEERING	1,825.02
	Total for Department		1,841.05*
AIRPORT	WESTMORE INDUSTRIES,	MAINTENANCE	457.98
	Total for Department 174		457.98*
	Total for Fund 11		2,299.03*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
POOL	BROWN-NICOLLET COMMU	LICENSE	265.00
POOL	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	.07
	Total for Department 175		265.07*
	Total for Fund 12		265.07*
AMBULANCE	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	25.05
AMBULANCE	EXPERT T BILLING	BILLING SERVICE	1,014.75
AMBULANCE	JODI JOHNSON	EXPENSE-CLOTHING	19.99
AMBULANCE	MAIL FINANCE	LEASE PAYMENT	15.66
AMBULANCE	Verizon Wireless	TELEPHONE	60.00
AMBULANCE	JOLYNN NERHUS	EXPENSE	70.01
AMBULANCE	KIM POWERS	EXPENSE	54.73
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	432.68
AMBULANCE	ALLAN REMPEL	EXPENSE	12.18
AMBULANCE	SA FLEET - FLEET ONE	GAS	1,444.72
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	819.73
AMBULANCE	COUNTRY PRIDE SERVIC	MAINTENANCE	20.00
	Total for Department 176		3,989.50*
AMBULANCE	MEDICARE PART B	REFUND-MARILYN SOGGE #19	979.24
AMBULANCE	MARLENE ANDERSON	REFUND-AMB SERV 785304/7	417.85
	Total for Department 276		1,397.09*
	Total for Fund 13		5,386.59*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	144.49
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	1,260.64
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	150.80
MULTI-PURPOSE BUILDI	MAIL FINANCE	LEASE PAYMENT	15.66
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	30.19
	Total for Department 177		1,601.78*
	Total for Fund 14		1,601.78*
SCDP	SW MN HOUSING PARTNE	GRANT PYMT 11	9,940.00
	Total for Department 163		9,940.00*
	Total for Fund 17		9,940.00*
N IND PARK	SCHRAMEL LAW OFFICE	PROFESSIONAL SERVICES	972.00
	Total for Department 147		972.00*
	Total for Fund 18		972.00*
TIF 1-13 RIVER BLUFF	COTTONWOOD CO TREASU	TIF 010 & 011 DECERTIFIE	2,436.77
	Total for Department 233		2,436.77*
	Total for Fund 33		2,436.77*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TIF 1-1 HARWIN	COTTONWOOD CO TREASU	TIF 010 & 011 DECERTIFIE	5,755.74
		Total for Department 234	5,755.74*
		Total for Fund 34	5,755.74*
TIF 1-2 PAMIDA	GUARDIAN INN/ MINNWE	TIF PAYMENT	26,147.91
		Total for Department 190	26,147.91*
		Total for Fund 35	26,147.91*
TIF 1-4 TORO	TORO	TIF PAYMENT	25,856.41
		Total for Department 192	25,856.41*
		Total for Fund 37	25,856.41*
TIF 1-10 RUNNINGS	J & R PARTNERSHIP	TIF PAYMENT	16,128.34
		Total for Department 195	16,128.34*
		Total for Fund 40	16,128.34*
TIF 1-12 PM WINDOM	PM WINDOM	TIF PAYMENT	47,193.40
		Total for Department 197	47,193.40*
		Total for Fund 42	47,193.40*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,245.25
LIQUOR	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	908.54
LIQUOR	WIRTZ BEVERAGE MN WI	CREDIT - MERCHANDISE	-87.80
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	3,107.28
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	2,623.60
LIQUOR	AH HERMEL COMPANY	MERCHANDISE	561.79
LIQUOR	MAIL FINANCE	LEASE PAYMENT	15.66
LIQUOR	PBC - PEPSI BEVERAGE	MERCHANDISE	148.40
LIQUOR	RON'S ELECTRIC INC	MAINTENANCE	497.50
LIQUOR	S&K LINES	FREIGHT	234.50
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	830.56
LIQUOR	TOTAL REGISTER SYSTE	MAINTENANCE CONTRACT	1,880.00
LIQUOR	BANK MIDWEST	NSF CHECK-PATRICIA VANCE	63.75
LIQUOR	CAMPUS CLEANERS	RUG CLEANING	40.10
		Total for Department 180	15,069.13*
		Total for Fund 60	15,069.13*
	HD SUPPLY WATERWORKD	CREDIT-RETURN INVENTORY	-1,220.54
	HD SUPPLY WATERWORKD	CREDIT-SUPPLIES	-196.99
	HD SUPPLY WATERWORKD	PARTS & SUPPLIES	869.65
	HD SUPPLY WATERWORKD	SUPPLIES & PARTS	604.19
	SVOBODA EXCAVATING,	PARTIAL PAYMENT 6TH STRE	7,638.31
	SVOBODA EXCAVATING,	PARTIAL PAYMENT HWY 60/7	3,750.00
	SVOBODA EXCAVATING,	PARTIAL PAYMENT RIVER RD	4,332.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	SVOBODA EXCAVATING,	RETAINAGE	-1,132.37
	Total for Department		14,644.25*
WATER	ATCO INTERNATIONAL	MAINTENANCE	71.55
WATER	MELVIN DUERKSEN	MAINTENANCE	621.27
WATER	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	3,914.67
WATER	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	158.33
WATER	MAIL FINANCE	LEASE PAYMENT	15.66
WATER	SOURCE ONE SOLUTIONS	POSTAGE	236.97
WATER	SOURCE ONE SOLUTIONS	UTILITY BILL SERVICES	808.32
WATER	Verizon Wireless	TELEPHONE	53.94
WATER	RUNNING'S SUPPLY	MAINTENANCE	103.10
WATER	VOYAGER FLEET SERVIC	GAS	325.57
	Total for Department 181		6,309.38*
	Total for Fund 61		20,953.63*
	IRBY ELECTRICAL DIST	SUPPLIES & PARTS	25,490.20
	MILLERBERND MFG. COM	PARTS & SUPPLIES	5,610.94
	STAPLES OIL CO	SUPPLIES	1,201.28
	Total for Department		32,302.42*
ELECTRIC	AMOCO OIL COMPANY	GAS	726.04
ELECTRIC	CRYSTEEL TRUCK EQUIP	MAINTENANCE - LIGHT	171.00
ELECTRIC	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	296.37
ELECTRIC	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	158.33
ELECTRIC	JOHNSON HARDWARE	MAINTENANCE	29.32
ELECTRIC	CHERYL LILLEGAARD	EXPENSE	44.49
ELECTRIC	MAIL FINANCE	LEASE PAYMENT	15.66
ELECTRIC	SOURCE ONE SOLUTIONS	POSTAGE	236.97
ELECTRIC	SOURCE ONE SOLUTIONS	UTILITY BILL SERVICES	1,667.16
ELECTRIC	Verizon Wireless	TELEPHONE	30.19
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	104.92
ELECTRIC	JASON SYKORA	SAFETY SHOES	50.00
ELECTRIC	VOYAGER FLEET SERVIC	GAS	94.45
ELECTRIC	CARQUEST AUTO PARTS	MAINTENANCE	5.60
ELECTRIC	BANK MIDWEST	NSF CHECK-BUCK JOHNSON	154.60
ELECTRIC	RUTH WOHLFEIL	ENERGY REBATE	35.00
	Total for Department 182		3,820.10*
	Total for Fund 62		36,122.52*
	SVOBODA EXCAVATING,	PARTIAL PAYMENT RIVER RD	6,927.00
	Total for Department		6,927.00*
SEWER	AMOCO OIL COMPANY	GAS	420.05
SEWER	ATCO INTERNATIONAL	MAINTENANCE	71.55
SEWER	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	15,893.52
SEWER	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	158.35
SEWER	JERRY'S REPAIR	MAINTENANCE	787.28

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	MAIL FINANCE	LEASE PAYMENT	15.66
SEWER	SOURCE ONE SOLUTIONS	POSTAGE	236.97
SEWER	SOURCE ONE SOLUTIONS	SPECIAL SERVICE	265.00
SEWER	SOURCE ONE SOLUTIONS	UTILITY BILL SERVICES	808.32
SEWER	Verizon Wireless	TELEPHONE	53.94
SEWER	MN VALLEY TESTING	TESTING	428.85
SEWER	RUNNING'S SUPPLY	MAINTENANCE	10.12
SEWER	VOYAGER FLEET SERVIC	GAS	171.55
	Total for Department 183		19,321.16*
	Total for Fund 63		26,248.16*
ARENA	BECKER ARENA PRODUCT	MAINTENANCE	656.48
ARENA	BROWN-NICOLLET COMMU	FOOD LICENSE	75.00
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	202.90
ARENA	ELECTRIC FUND	MAINTENANCE	78.47
ARENA	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	7,569.17
ARENA	FERRELLGAS	FUEL	128.25
ARENA	HEARTLAND PAPER COMP	SUPPLIES	83.48
ARENA	JERRY'S REPAIR	MAINTENANCE	370.32
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	MAIL FINANCE	LEASE PAYMENT	15.66
ARENA	Verizon Wireless	TELEPHONE	50.87
ARENA	RUNNING'S SUPPLY	MAINTENANCE	89.98
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	25.79
	Total for Department 184		9,424.37*
	Total for Fund 64		9,424.37*
ECONOMIC DEVELOPMENT	BRADLEY & DEIKE, P.A	PROF SERVICE-GLOBAL INV	34.00
ECONOMIC DEVELOPMENT	BUILDING SPRINKLER I	MAINTENANCE	714.18
ECONOMIC DEVELOPMENT	COTTONWOOD CTY RECOR	GDF RE-DEVELOPMENT	46.00
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	1.57
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	70.39
ECONOMIC DEVELOPMENT	MAIL FINANCE	LEASE PAYMENT	15.66
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	52.76
ECONOMIC DEVELOPMENT	WORTHINGTON DAILY GL	SUBSCRIPTION	184.20
	Total for Department 187		1,118.76*
	Total for Fund 67		1,118.76*
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES/TELECOM PAYMEN	2,309.57
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	EQUIPMENT	212.46
TELECOMMUNICATIONS	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	474.99
TELECOMMUNICATIONS	MAIL FINANCE	LEASE PAYMENT	15.66
TELECOMMUNICATIONS	SOURCE ONE SOLUTIONS	POSTAGE	236.98
TELECOMMUNICATIONS	SOURCE ONE SOLUTIONS	UTILITY BILL SERVICES	1,768.20
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	211.08
TELECOMMUNICATIONS	MLB NETWORK	SUBSCRIBER	669.03
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	9,268.35

CITY OF WINDOM
PM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	51,285.05
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	160.55
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	384.40
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SUPPORT SERVICE	833.33
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	308.40
TELECOMMUNICATIONS	BANK MIDWEST	NSF CHECK-BUCK JOHNSON	56.54
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SPECIAL ACCESS SERVICE	205.10
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	3,468.75
TELECOMMUNICATIONS	HURRICANE ELECTRIC L	TRANSIT SERVICE	1,000.00
TELECOMMUNICATIONS	GOLDEN WEST TECHNOLO	SERVICE	55.93
	Total for Department 199		72,924.37*
	Total for Fund 69		72,924.37*
	COLLECTION SERVICES		930.23
	COLONIAL LIFE INSURA BCN E8182644 INSURANCE		8.82
	Total for Department		939.05*
	Total for Fund 70		939.05*
	Grand Total		363,953.44*

Application and Certificate for Payment

Page 1 of 5

TO OWNER: City of Window, Window, Minnesota
PROJECT: Wastewater Treatment Imp Window, Minnesota
APPLICATION NO.: 13
PERIOD TO: 11/30/12
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) \$ 2,218,938.00

5. RETAINAGE:

- a. 5 % of Completed Work (Columns D + E on G703) \$ 110,946.90
- b. % of Stored Material (Column F on G703) \$ -0-

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 110,946.90

6. TOTAL EARNED LESS RETAINAGE \$ 2,107,991.10
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,096,699.40
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 11,291.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 152,008.90
(Line 3 minus Line 6)

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

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

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

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

Date: 12/05/12

County of: Lyon

Subscribed and sworn to before me this 5th



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 \$ 11,291.70
(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:

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

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

City of Window

Date:

APPLICATION NO. 13
 PERIOD TO: 11/30/12
 APPLICATION DATE: 12/05/2012

Wastewater Treatment Improvements
 Windom, Minnesota

A	B	C	D	E	F	G	H
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD COMPLETED	STORED MATERIALS	TOTAL COMPLETED & STORED	BALANCE TO FINISH
	Mobilization	70,000	70,000			70,000	0
	General Expenses	85,000	85,000			85,000	0
	Allowance	75,000	22,042	6,886		28,928	46,072
	Start-up/Testing	10,000	10,000			10,000	0
	Demobilization	10,000	5,000	5,000		10,000	0
	Item A - Intercept Sewer Replacement (Refer to the attached sheet)	147,790	149,930		0	149,930	-2,140
	Item B - River Crossing (Refer to the attached sheet)	58,015	60,885			60,885	-2,870
2060	Demolition of Wastewater Eq.	5,000	5,000			5,000	0
2061	Structure Removal	12,000	12,000			12,000	0
2220	Lift Station & Site Work	140,000	140,000			140,000	0
	Subtotal	612,805	559,857	11,886	0	571,743	41,062

Robert L. Carr Co. GENERAL CONTRACTOR

PO Box 1215 ■ 1801 N Highway 59, Marshall, Minnesota 56258-1215
507-532-2291 ■ FAX 507-532-2631
carrco@lv.net

Attachment to Application and Certificate for Payment no. 13
Period to: 11/30/12

Re: Wastewater Treatment Improvements
Windom, Minnesota

The following approved extra work is billed under the ALLOWANCE:

1. CMR no. 1R dated 7/13/12	\$ 7,206.00
2. CMR no. 2 dated 4/17/12	1,673.00
3. CMR no. 3 dated 6/5/12	1,065.00
4. CMR no. 4R dated 7/17/12	5,542.00
5. CMR no. 5 dated 8/31/12	6,990.00
6. CMR no. 6 dated 9/19/12	5,108.00
7. CMR no. 7R dated 10/31/12	1,344.00
8. CMR no. 8 dated 10/29/12 (not accepted)	0
9. CMR no. 9 dated 11/16/12 (incomplete)	<u>0</u>
<u>TOTAL</u>	<u>\$ 28,928.00</u>

APPLICATION NO. 13
 PERIOD TO: 11/30/12
 APPLICATION DATE: 12/05/2012

Wastewater Treatment Improvements
 Windom, Minnesota

A	B	C	D	E	F	G	H
		WORK COMPLETED					
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED & STORED	BALANCE TO FINISH
							%
16150	Electric Motors	3,000	3,000			3,000	100%
16200	Power Generation Systems	130,000	130,000			130,000	100%
16400	Electric Distribution	20,000	20,000			20,000	100%
16500	Lighting	5,000	5,000		0	5,000	100%
16900	Starters and Motor Controls	10,000	10,000			10,000	100%
16950	Instrumentation & Controls	450,000	450,000			450,000	100%
Grand Total		2,260,000	2,207,052	11,886	0	2,218,938	98%
							41,062

Attachment to
 Application and Certificate for Payment No. 13 (period to 11/30/2012)

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

Item B: Inverted Siphon/River Crossing Replacement

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