

Council Meeting
Tuesday, May 21, 2013
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–May 7&13, 2013
2. Consent Agenda
 - Minutes
 - Arena Building Committee – May 6, 2013
 - EDA Commission – May 13, 2013
 - Library Board – May 14, 2013
 - Park and Recreation Commission – May 8, 2013
 - License
 - Amplification Permit – Phat Pheasant – June 7 & 8, 2013
3. 2013 Emergency Medical Services Week Proclamation
4. National Missing Children’s Day Proclamation
5. Department Heads
6. 2013 Residential Central Air Conditioner Rebates
7. Personnel Items
 - Seasonal Hiring Recommendations
 - Response Time Policies
8. Disposition and Donation of Equipment - Computers
9. Airport
 - Engineer Agreement – Jet A Fuel System
 - Change Order – Electrical Conduit
10. Arena Design – Architect Agreement
11. New Business
12. Old Business
13. Regular Bills
14. Council Concerns
15. Adjourn

**Regular Council Meeting
Windom City Hall, Council Chamber
May 7, 2013
7:30 p.m.**

1. Call to Order:

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

2. Roll Call: Mayor: Corey Maricle

Council Members: Brian Cooley, Kelsey Fossing, Dominic Jones and Bradley Powers

Council Members Absent: JoAnn Ray

City Staff Present: Steve Nasby, City Administrator; Bruce Caldwell, Streets & Parks Superintendent; Marv Grunig, Electric Utility Manager; Mike Haugen, Water\Wastewater Superintendent; Eric Ward, Water\Wastewater; Scott Peterson, Police Chief; Kevin Patterson, Police Sergeant; Chelsie Carlson, Finance Director\Controllor and Terry Glidden, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Jones second by Ray to approve the City Council minutes from April 11, 2013; April 12, 2013 and April 16, 2013. Motion carried 4 – 0 (Ray absent).

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions:

- Arena Building Committee – April 15, 2013 and April 29, 2013
- Telecommunications Commission – April 16, 2013
- Community Center Commission – April 22, 2013
- Utility Commission – April 24, 2013 and May 3, 2013

Maricle said there was an Amplification Permit requested by the Riverfest Committee for activities on the Courthouse Square on June 8, 2013 and correspondence from Lloyd Property Management thanking the City staff for their work on debris clean-up.

Motion by Cooley second by Powers to approve the Consent Calendar as presented. Motion carried 4 – 0 (Ray absent).

6. Proclamation Recognizing the WAHS Robotics Team:

Maricle noted the presence of the WAHS Robotics Team at the meeting this evening. Fossing read the proclamation recognizing the team for its showing this season and at the World Championships.

Council member Fossing introduced the Resolution No. 2013-35, entitled "A RESOLUTION RECOGNIZING THE 2012-13 WINDOM EAGLES ROBOTICS TEAM" and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Fossing, Jones, Cooley and Powers. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

The City Council congratulated the team members. Nick Wolters, robotics team representative, thanked the Council for the recognition and the community support.

7. Proclamation for Years of Service:

Council member Powers introduced the Resolution No. 2013-36, entitled "A RESOLUTION EXPRESSING SINCERE APPRECIATION TO GENE LOVELL FOR HONORABLE AND DEVOTED PUBLIC SERVICE TO THE CITY OF WINDOM, MINNESOTA" and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Powers, Fossing, Jones and Cooley. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

Council member Cooley introduced the Resolution No. 2013-37, entitled "A RESOLUTION EXPRESSING SINCERE APPRECIATION TO MIKE LAMAACK FOR HONORABLE AND DEVOTED PUBLIC SERVICE TO THE CITY OF WINDOM, MINNESOTA" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Cooley, Powers, Fossing and Jones. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

The Council thanked both men for their outstanding service to the community.

8. Department Heads:

Bruce Caldwell, Streets & Parks Superintendent, said that he would like to hire a third part-time, seasonal person to help due to the resignation of one of his staff. He is recommending that Nathan Hyatt be hired for the part-time, seasonal position as he worked in the Department last year.

Powers asked if the other two part-time, seasonal staff had been hired. Caldwell said that the Council had previously approved those two positions.

Motion by Powers second by Jones to approve the Streets & Parks Department to hire a third part-time, seasonal person and that the hire be Nathan Hyatt. Motion carried 4 – 0 (Ray absent).

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Caldwell noted that the 2013 Street Project would start on May 20th and the first two streets in the project would be River Avenue and 6th Avenue. The priority for 6th Avenue is due to the school schedule.

Caldwell said that the ice storm cost for his department was \$125,000 using the City's rates for equipment, but \$82,000 using FEMA rates. About 50 boulevard trees will still need to be removed due to significant damage. His crews are working on the parks and Mayflower may yet be a couple weeks away from opening. The street sweeper will be going next week and helping to improve the appearance.

Jones asked if any of the damage in the parks would be covered by insurance. Caldwell said the LMCIT adjuster was here and started the paperwork. Some claims will be eligible.

Fossing asked if the department had purchased the stump grinder as they will probably get good use out of it this year. Caldwell said they had it and will keep it busy.

9. Red Rock Rural Water Purchase Agreement – Addendum #1:

Jones left the Council Chamber due to a conflict of interest on this item.

Mike Haugen, Water/Wastewater Superintendent, said that the addendum is an extension of paragraph six in the water purchase agreement, which was previously approved, to enable the meter station to be constructed by Red Rock Rural Water System. He worked with the City's engineer on plans for the meter station and solicited a quote for construction. The quote was for over \$100,000 and the price from Red Rock was \$30,000 so there is a savings of \$60,000 to \$70,000. The savings is due to Red Rock using their labor to build it.

Powers asked about the bids received. Haugen said that he got one quote that was facilitated through the engineer.

Motion by Cooley second by Fossing to approve Addendum #1 to the water purchase agreement between the City of Windom and Red Rock Rural Water. The motion carried 2 – 1 – 1 – 1. (Powers voting no, Jones abstaining and Ray absent).

10. Consumer Confidence Report:

Haugen said that the new consumer confidence for the municipal water system has been completed and the results show that the levels of fluoride, chloride, lead and copper were all well within the guidelines. There was only one surveyed household with a copper level that exceeded the guidelines.

Maricle asked about the survey result exceeding the copper level and if this was likely due to copper fittings in the homes internal plumbing. Haugen said that is correct.

Haugen noted that the consumer confidence reports are going to be distributed in the June utility bills and his office number is listed if the public has questions.

11. Requests for Street Closure:

Caldwell said that the street closure requests are the same as in previous years but the parade route for Riverfest has changed due to the street reconstruction on 6th Avenue. He handed out a map and reviewed the route.

The street closure requests are for Grant Court on June 7 for the soap box derby and on June 8 in the downtown square for events and vendors. The courthouse square closures would be on 3rd and 4th Avenues between 9th and 10th Street.

Fossing asked if the Police Chief had reviewed and approved the closure requests. Caldwell said that had not been done yet.

Motion by Fossing second by Cooley to approve the street closure requests for Grant Court on June 7 and on June 8 in the downtown square on 3rd and 4th Avenues between 9th and 10th Streets pending approval of the Police Chief. Motion carried 4 – 0 (Ray absent).

12. Bond Sales – 2013A & 2013 B Series:

Todd Hagen, Ehlers & Associates, introduced himself as the City's financial advisors and handed out the bond sale report. These bonds are for the 2013 Street Project which is the 2013A bond and some funds for the North Windom Industrial Park and capital equipment that is the 2013B bond. The pre-sale meeting was at a previous Council meeting and the sources and uses of funds discussed. The bond sale was held earlier today and there were two bids on the 2013A bond and three on the 2013B bond. Both bonds had pricing that was equal to or under the anticipated rates. The City had gotten a bond rating from Standard & Poors, which affirmed the City is A+ rating. The 2013A bond has a credit enhancement from the State so that went out at an AA+ rating. There was a premium paid on the 2013A bond and the discount was not taken. This has the effect of showing a higher interest coupon rate, but the amount the City pays was about even since the bond size could be reduced by the \$120,000. The True Interest Cost on the 2013A bond over the 20 year life is 2.41% and 1.59% for the 10 year 2013B bond. Hagen recommended accepting both offers.

Nasby noted that updated resolutions were emailed out today with the updated numbers showing the reduction of the bond amount.

Council member Powers introduced the Resolution No. 2013-38, entitled “RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$4,400,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2013A, TO PAY A PORTION OF THE COSTS OF LOCAL PUBLIC IMPROVEMENTS; ESTABLISHING THE TERMS AND CONDITONS THEREFOR; CREATING A CONSTRUCTION ACCOUNT AND A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF ” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Jones, Cooley, Powers and Fossing. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

Council member Jones introduced the Resolution No. 2013-39, entitled “RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$615,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2013A, TO PAY A PORTION OF THE COSTS OF LOCAL PUBLIC IMPROVEMENTS; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; CREATING A CONSTRUCTION ACCOUNT AND A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF ” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Fossing, Jones, Cooley and Powers. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

13. Windom Area Hospital Presentation:

Kim Armstrong, CFO and Gerri Burmeister, CEO introduced themselves and noted they are presenting to the City Council tonight upon their request for additional information about the hospital finances and outlook.

Armstrong reviewed the March 2013 balance sheet and financial statement as this shows the most recent year end information. She reviewed and described the report line by line with an explanation of what each item includes. She said that reimbursements from the State and Federal governments are down and this significantly impacts their operations. The regulatory pressures are constantly increasing and this forces them to make expensive improvements such as the electronic patient records and new ICD 10 coding. Armstrong said that the hospital makes \$862,686 of community benefit contributions according to the Internal Revenue Service guidelines, which is six percent of net revenues. She also noted the hospital staff had a cost-saving measure of reducing hours.

Burmeister said that the hospital is in a continuous state of change due to federal and state laws and regulation. The “meaningful standards” rules have been costly and the hospital gets some reimbursement for capital expenditures but not for the operational costs. Federal health care reform and quality driven reimbursements are large uncertainties for them. They get Medicaid reimbursements at 101% of cost and this could go down to 100% of cost and with the federal sequestration they now get 99% of cost. Half their business is from federal reimbursements so this has a significant impact.

Burmeister said that the board has a master facilities plan to improve the facility and lower the physical age as it is now 11.2 years compared to a State average of 10 years and a “gold standard” of 8 years. They also need new facilities and equipment to maintain quality health care and the hospital will also need to spend money to recruit doctors. Regarding the facility improvements, they make the hospital wants to pay for in cash and not take on debt.

Maricle thanked Burmeister and Armstrong for coming and reviewing the information with the City Council. He noted that the City Council had discussed the hospital considering a payment in lieu of taxes similar to the Electric Department and Liquor Store as these too are typically private enterprises like most hospitals. He asked about the community benefits that were referred to by Armstrong and asked if these could be highlighted.

Preliminary

Armstrong said these items include the following:

- Nursing student clinicals
- Internships in the radiology and the lab
- Financial assistance to patients
- Screenings and health fairs
- Kid's Choice program
- Sports injury screening
- Speakers bureau
- Support group meetings
- Uninsured patient discounts
- Medicaid shortfalls from the federal government; and
- Upcoming community survey

Powers asked if a payment in lieu of taxes was something the hospital budgets for annually and if it would have an impact on the hospital. Burmeister said they do not budget for this expense and it would have an impact on health care.

Jones thanked the hospital for the information and review of their operations. He wanted to clarify that the numbers referred to as cash on hand and designated savings were the \$2.5 million and \$2.2 million figures shown on the financial statement. He noted that these are some large numbers. Armstrong said that was correct.

Jones asked if the community benefits discussed previously were mandatory and a cost of doing business. Armstrong said that financial assistance is required by the IRS. Burmeister said they follow the IRS guidelines as to what counts as community benefits.

Jones asked about the reduction in staffing Armstrong referred to in her presentation. Armstrong said that she took a day off every pay period and this was common and represented about a 10% reduction in hours.

Jones said he has interest in seeing a payment in lieu of taxes, but the picture painted by the presentation showed much uncertainty in the future of health care with the changes happening in the field. He asked if health care costs are going to stabilize with the level reimbursements. Burmeister said that the federal government has indicated lower reimbursements and Blue Cross\Blue Shield has also said they are looking at holding reimbursement rates, these two account for 70% of the hospital business.

Jones asked why health insurance premiums continue to go up and the hospital is left with uncertainty or lower reimbursement rates. Burmeister said she did not know that answer.

Jones said that the statement about the facility upgrades had been made and that the improvements were to be done with cash and not incurring debt. Was this a Sanford policy or something from the Board? He also asked if the other options were discussed and if a decision on working with the City on a payment in lieu of taxes was a local decision. Burmeister said all decisions come from the local board.

Preliminary

Al Peterson, Hospital Board Chair, said that Sanford is an advisor.

Jones asked if Sanford helps with cost controls or cost management. Peterson said they do joint or cooperative purchasing which helps lower costs.

Peterson said that the future of health care is not looking great and he does not think the board would be in favor of making a payment in lieu of taxes. The hospital is a vital community asset and needs to be maintained.

Fossing said he sees both the hospital's position and the need to identify funding so the City can also promote community vitality and grow the City. If there is a population growth that will help the hospital with additional patients. He asked that the board consider the City's vision and efforts to help move the City forward.

Powers said the future of health care is not rosy.

Burmeister said that the uncertain future is why the hospital wants to pay cash for improvements and not debt, why take on a payment when the future revenues are unknown. Peterson said the board has been saving money for this use.

Peterson said that the City should continue to own the hospital as it is a source of pride for the community, the employee and doctors.

Cooley said that many of the federal regulations are targeted at larger hospitals and the impact to smaller facilities can be overwhelming. Burmeister said that the negotiated rate structures will impact hospitals. Cooley asked if they were looking at long range costs and cost cutting measures to address this issue. Armstrong said they are building budgeting models. Cooley thanked them for coming and providing the information.

Peterson and Burmeister talked about the upcoming need of physician recruitment and noted Windom is lucky to have six physicians in town.

Burmeister said the Council should consider the differences in utility functionalities and hospital functionalities.

Jones noted that the City provides critical infrastructure such as streets, water, wastewater and telecom services that are necessary for the hospital and citizen. He asked that the board do what they needed to do regarding the changes occurring in federal, state and private pay reimbursements but also respect the Council's position on a payment in lieu of taxes for future discussion.

Fossing said that he agreed with Jones' statements and thanked the hospital representatives for coming to the meeting.

14. Arena Building Committee Recommendations:

Justin Espenson, Chair of Arena Building Committee, introduced himself and noted that the committee had interviewed three architects on April 29th and were recommending that the City engage Paulsen Architects for the Arena project. The committee is also requesting a \$20,000 appropriation to cover the architect costs, expense for the committee to visit several arenas and \$500 for office supplies.

Cooley asked if the architect would be looking at renovation as well as a new facility. Espenson said that the committee asked that all options be looked at regarding cost, operational efficiencies and feasibility. The committee cannot make a determination on what direction to pursue until these things are completed.

Jones asked where the funding of \$20,000 would come from in the budget. Nasby said it could come from the General Fund reserve.

Motion by Jones second by Cooley to approve \$20,000 for the Arena Building Committee and accept their recommendation to engage Paulsen Architects for the pre-design work. Motion carried 4 - 0 (Ray absent).

Cooley said he has read the committee's minutes and they are doing a good job.

15. Electric Service Territory Resolution and Agreement:

Marv Grunig, Electric Utility Manager, said that the City currently has a stand-still agreement with South Central Electric that expires in 2019. South Central serves the North Windom Industrial Park (NWIP) and they have been asked to sponsor a USDA loan for Fast Distributing. This loan would run 10 years and to be a party to this loan, South Central is requesting that the stand-still agreement for the NWIP be extended as they do not want the current agreement to expire midway through the USDA loan term. Negotiations between South Central, Windom EDA and the Windom Electric Department produced the proposed 15 year extension to the existing stand-still agreement for only the NWIP. The rest of the stand-still agreement would expire in 2019 as scheduled. Grunig said that the Windom Electric Utility did not have much interest in serving the NWIP as it would require expensive infrastructure, a substation and a high buy-out cost. The Utility Commission and EDA Board have reviewed the proposal and are recommending approval. The City Attorney has reviewed the documents and did not have any legal issues with it.

Maricle asked what happens at the end of the stand-still agreement. Grunig said that the agreement expires, but the territory is still served by South Central.

Jones asked about the cost to serve the NWIP. Grunig replied that the cost could be \$3-4 million.

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Powers asked about the payback time if that investment was made. Grunig said that the cost would be added into the cost structure for the whole utility and the payments would be made from all rate payers and the cost of power would increase.

Jones asked if the utility had the power contacts to provide for the new NWIP load. Grunig said the current power contacts do not take into consideration the new power that would be needed and we have to purchase power.

Council member Powers introduced the Resolution No. 2013-40, entitled “CITY OF WINDOM RESOLUTION APPROVING ELECTRIC SERVICE AGREEMENT WITH SOUTH CENTRAL ELECTRIC ASSOCIATION (SOUTH CENTRAL)” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Fossing, Jones, Cooley and Powers. Nay: None. Abstain: None. Absent: Ray. Resolution passed 4 – 0 – 1.

Jones asked Grunig to go over the ice storm damages and situation related to the Electric Department and why the generation was not used. Grunig said that the storm caused multiple power outages due to lines down, which open circuits. These needed to be cleared and his crew was working many hours to remove tree limbs, repair power lines and locate problem areas. He noted that there was a breaker switch that needed to be found that caused problems and this was replaced. Downed power lines, including a three phase line, present a danger to the public and these had to be taken care of immediately. The crews must work in pairs for safety and they were responding all over town. The half inch of ice and snow caused so many tree limbs to break and damage power lines the work was being done as quickly as possible. When power was lost it was due to transmission loss and if he would have started the generators this would have pulled two guys off repairs and slowed repairs as un-energized lines are much easier to work with and safer. He was in contact with the transmission provider and knew the problem had been found and the transmission would be restored within a couple hours so he continued to focus his crew on making the necessary repairs so the customers could have power when the transmission came back instead of waiting for crews to address the line problems little by little. His crew worked about 35 hours over the three day period.

Fossing asked if he had an estimate of the cost to the Electric Department. Grunig replied about \$50,000.

16. Personnel:

Streets & Parks Position

Jones said that the Streets & Parks Department had a resignation and they were requesting permission to re-fill that full-time position. The application would focus on finding someone with experience with parks.

Motion by Jones second by Fossing to approve the Streets & Parks Department to start the advertisement and hiring process to fill the vacated full-time position. Motion carried 4 – 0 (Ray absent).

Powers asked if the issue with response time issue should be discussed before the next item. Maricle and Jones agreed.

Response Times

Nasby said that the Personnel Committee had met to discuss on-call employees and what a reasonable response time is for them. Department Heads were included in the discussion. The Personnel Committee felt that the needs of each department may be different so they asked the Department Heads to solicit input from their boards\commissions and report back. Nasby said that the following information had been submitted:

- Streets & Parks Department response time of 30 minutes
- Water & Wastewater Department response time of 30 minutes
- Electric Department response time 15 minutes
- Police, Fire and Ambulance response time no more than 10 minutes
- Telecom Department – no information had been provided at this time.

Nasby said that the response time policy would be formalized and provided to the Council at the next meeting.

Water\Wastewater Position Recommendation

Powers asked why 30 minutes was selected for water and wastewater. Haugen said that he surveyed six other area communities and 20-30 minutes were their standard response times. This is also needed so that the best qualified applicants are considered. Haugen also noted there is back up and good communications available. Powers said that he is concerned if all the on-call employees lived 30 minutes away there could be problems.

Haugen said the 20-30 minute times work for other communities. Powers noted that the City has these employees as paid for on-call and they need to be available for City needs.

Motion by Jones second by Fossing to approve the Utility Commission and Department Head recommendation to hire Ryan Anderson for the Water\Wastewater Department at Grade 7, Step 8 and that he live within the 30 minute response time area according to the standard set by the Utility Commission. Motion carried 4 – 0 (Ray absent).

Cooley said that Mr. Anderson needs to understand the response time responsibilities and the Department Head needs to insure that works.

Jones said he felt it is the Department Head's responsibility that response time is followed.

School Resource Officer

Scott Peterson, Police Chief and Kevin Patterson, Sergeant, introduced themselves. The School Resource Officer (SRO) would be a partnership between the City and School District. The Police Department has been working with the school on security measures for many months. The SRO would be dedicated to the school for the academic year and

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available to the City primarily in the summer. The split of time is 69% school and 31% City. There would also be equipment supplied that would be similarly split of costs. The idea is that a seasoned officer that has been doing DARE and is a master SRO would go to the school and the City would back fill the vacated position with a new officer. Peterson said that this is a win-win and there are numerous benefits to the SRO arrangement.

Powers said he read the letter that Peterson sent to the School several months ago and commended him on how well it read and the points it raised.

Jones asked if the officer Peterson had in mind wanted to become the SRO. Peterson said that Officer Wallace is excited about the opportunity. Patterson handed out a proposed hiring timeline.

Maricle asked about the budget impact to the City. Nasby replied that the cost in 2013 would be for the equipment totaling about \$12,500 with some of that reimbursed by the school. In 2014 the projected cost of personnel would be about \$24,000. He noted that cost would extend into the future. The school wants to do a 2-3 year contract, but the intent is to keep that rolling forward.

Powers asked what happens if there is a snow day. Peterson and Nasby said there are a number of options and that a memorandum of understanding will be needed with the SRO and the union to work out these items.

Nasby added that the Council and School Board would also be getting agreements for memorandums of understanding to formalize the SRO in the near future.

Motion by Fossing second by Powers to authorize the City Administrator and Police Chief to work with the Windom Area School District on an SRO and to begin the hiring process to replace Officer Wallace if she becomes the SRO. Motion carried 4 – 0 (Ray absent).

17. Second Reading of an Ordinance Renaming a City Street – Opportunity Drive:

Motion by Powers second by Fossing to approve the second reading of No.141, 2nd Series for renaming 410th Street to Opportunity Drive. Motion carried 4 – 0 -1. (Ray absent).

18. New Business:

Maricle said that he would be gone on May 21st which is the next meeting.

Nasby said that the 100 year Anniversary Celebration for the League of Minnesota Cities at their Annual Conference is on June 18, 2013. This is a City Council meeting night. He is on the LMC board and asked if the City Council would consider moving the June 18 meeting to June 17.

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Motion by Powers second by Jones to move the June 18, 2013 regular City Council meeting to June 17, 2013 to be held at the same time (7:30 pm). Motion carried 4 – 0 (Ray absent).

Nasby thanked the City Council for their action and support.

19. Old Business:

None.

20. Regular Bills:

Motion by Powers seconded by Jones, to approve the regular bills. Motion carried 4 – 0 (Cooley absent).

21. Contractor Payment – Airport Hanger Project:

Nasby said that the hanger is nearly completed with trim and the door sheeting underway this week. The contractor is waiting for asphalt plants to start production and for the weather to cooperate so they can pour the floor.

Motion by Powers second by Cooley to make a payment on the Windom Hanger project to Empire Builders in the amount of \$35,464.58. Motion carried 4 – 0 (Ray absent).

22. Council Concerns:

None.

23. Adjourn:

Maricle adjourned the meeting by unanimous consent. Meeting adjourned at 10:05 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Windom City Hall, Council Chamber
May 13, 2013
4:30 p.m.**

1. Call to Order: The Board of Review meeting was called to order by Mayor Maricle at 4:30 p.m.

2. Roll Call: Mayor: Corey Maricle

Council Members: Brian Cooley, Bradley Powers and JoAnn Ray

Council Members Absent: Kelsey Fossing and Dominic Jones

City Staff Present: Steve Nasby, City Administrator

County Assessors Office: Gayle Bondhus, County Assessor; Jean Gode, County Assessor's Office; Susan Amundson, County Assessor's Office and Allen Coners, County Assessor's Office

3. Pledge of Allegiance

4. 2013 Board of Review:

Gayle Bondhus, County Assessor's Office said that the Board of Review process is established for property owners to request a review of the valuation of their properties for tax purposes. The County Assessor's Office performs this function for the City and they are present to provide information and answer questions.

Bondhus provided an overview of the process for persons requesting revisions to the property valuations. She said that the valuations are based on sales data from the prior year (October 1, 2011 to September 30, 2012). The sales to valuation ratio on the residential sales were 99.1%. As such there was not much change in valuations on the residential properties, but larger changes could be due to new construction, improvements or other significant factors that would change the value. The commercial sales had a ratio of 97.1%. She said that the value of Ag land had risen significantly. She noted that legislative changes to "active farming" definitions and changes to transmission line taxes will have impacts in these areas in the future. Last, she noted that significant changes to the licensing process for assessors and accreditation standards may cause many in the profession to retire so there could be a shortage of qualified assessors.

Maricle opened the floor to any members of the public that wanted to discuss the valuation of their properties. No one was present.

Bondhus said that the Council must hold the meeting for 30 minutes according to State law.

Preliminary

Maricle said he would consider New or Old Business while the Council awaited any property owners wishing to address the Board of Review.

5. New Business

Powers asked for an update on the FEMA activities. Nasby said the meeting with FEMA representatives was held earlier today and the preliminary application was completed along with an overview of the process. Individual kick-off meetings will be starting next week and it appears most of Windom's reimbursement will come in the form of debris clean-up.

6. Old Business

Cooley said that he was in Cottonwood Lake Park and the City crews did a great job cleaning it up. He thanked them for their efforts.

Board of Review Continued

Parcel #25-352-0980 – Wayne Mau

Wayne Mau noted that the value on the property is way too high and he had purchased it for much less. The house was in poor condition, had termites and did not have utilities for 18 months and was not livable. He requested that the value be dropped.

Bondhus said the 2012 valuation was \$21,100 and in 2013 the valuation dropped to \$20,200. So the value did go down. The records show it was purchased for \$7,500 but it does not count for the sales study as the State's minimum is \$10,000.

Mau said that no one had looked at the property in 2011 and that it is valued higher than similar properties.

Bondhus said the records show an inspection and that the build date of 1947 was used as the base year to calculate depreciation and this value is 70% depreciated.

Powers clarified that the valuation between 2012 and 2013 did drop. Bondhus said that was correct.

Motion by Powers second by Ray to leave the \$20,200 valuation for 2013 for the property at 1053 Prospect Avenue, #25-352-0980. Motion carried 3 – 0 (Fossing and Jones absent).

Bondhus said that there will be Market Value training and she encouraged the City Council members to attend. Additional information will be provided for inclusion in the City Council packets at a later date. Brad Powers' certification expires in November 2013 and JoAnn Ray's expires in November 2014.

Motion by Ray second by Powers to accept the balance of all the assessment valuations for the City of Windom. Motion carried 3 – 0 (Fossing and Jones absent).

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7. Adjournment

Maricle adjourned the meeting by unanimous consent at 5:01 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

Arena Building Committee Meeting
Windom City Council Chambers
May 6, 2013
5:15 p.m.

1. Call to Order:

The meeting was called to order by Chairperson Espenson at 5:20 p.m.

2. Roll Call:

Members Present:	Justin Espenson, Joel LaCanne, Donna Dunse, Rick Fredrickson, Kelsey Fossing, Melanie Patterson, Terry Fredin, Damon Weinandt and Leland Theisen.
Members Absent:	JoAnn Ray
City Staff Present:	Steve Nasby, Denise Nichols and Al Baloun, Recreation Director
Public:	Terry Bartelt, Doris Sale, Cindy Johnson, Betsy Herding, Sheryl Hanefeld, Brenda Muller, Larry Stuckenbroker, Crystal Reith and Page Kern.

3. Approval of Minutes:

Motion by Patterson, seconded by LaCanne, to approve the Arena Building Committee Minutes from April 29, 2013. Motion carried 8-0.

4. Arena User Group Presentations:

Terry Bartelt (representing adult Wallyball and Hockey) said that due to humidity, the wallyball/racquet ball courts are in bad shape and the walls are warping. The two existing courts are adequate for their use but climate control would be helpful to control the humidity and mold. He suggested that locker rooms could be larger. They have 25 members of the adult hockey team. They play area teams and have a 6-8 team tournament. The season is currently October – April. If there was year round ice, the teams could expand their season and continue to play year round.

Donna Dunse arrived at the meeting.

Cindy Johnson (representing the Windom Saddle Club) said that the club meets May – September on the second Tuesday of each month in the arena community room. On their meeting night, the club is allowed to use the indoor and outdoor arenas. They also use the facility for their shows. The club would meet during the winter if space was available to accommodate the group. She noted that the boards on the outside of the facility need to be replaced.

Larry Stuckenbroker (representing the horse groups) indicated that there needs to be an outdoor sound system and announcers stand. The stand needs to be located so that individuals in the stand can have a clear and full view of the entire outdoor arena. Poles and barrels are equipment that are used and need to be ready for the SW MN Horse Shows. Suggested changes and amenities include larger arena area, higher fences and heated barns or stalls which would assist in extending the season.

Dunse asked if a cement floor would have an impact on the horse shows. Stuckenbroker indicated that most of the groups desire to hold their events outdoors but would prefer a roof over the existing arena. LaCanne questioned if these changes would increase the number of horse shows held in Windom. Stuckenbroker was unsure if groups would be willing to change their current venue to move to a new location.

Crystal Reith, Cottonwood County 4-H Coordinator, reported that they use the facility for many activities including shooting sports such as archery and rifle, ice skating parties and Horse and Livestock Clinics and County Fair events. The shooting area is always cold and participants must wear coats and gloves which creates problems with accuracy. She noted it would be ideal to have the area larger and heated. Also for their purposes, higher panels around the show area are needed. The electric wiring in the barns is inadequate. The sound system has a dead spot in the west end of the arena. Theisen asked about reducing the size of the arena. Reith suggested that the size of the arena should not be reduced. It was also noted that the current arena size is too narrow for barrel racing.

Betsy Herding (representing the Windom Hockey Association) provided a power point presentation. The Association currently has 150 participants from all over the region. The season begins in October and runs through March. She suggested that she felt that there was growth potential for the Association. During the season, the group practices every day of the week. Games are held Friday-Saturday. The Association hosts tournaments and they are gaining momentum to host additional tournaments. Attendance for varsity games ranges from 250-500. A problem with the current arena is the extremely cold climate. It was noted that the Windom Arena is the coldest venue in the region.

The group uses the ice and studio ice, locker rooms, archery room and community room. The locker rooms are too small and overcrowded. There is need for separation of locker rooms for the boy and girl teams. Traffic flow is a problem between the concession stand and locker room. She also suggested adding seating around the concession area. The boards around the ice are showing their age and could be a potential safety issue. To increase safety it would be nice to include an ice pit for the Zamboni to drain properly. She also suggested that including a fitness area would also be a nice amenity for the facility.

The Association feels that there is potential growth and they have conducted discussions with regional neighbors to create a cooperative. A new venue could increase the potential to host additional tournaments.

She concluded that the current arena has served its purpose but the potential for growth has been reduced due to the limitations of the facility. A new facility would create more energy efficiency and assist in reducing utility costs.

Sheryl Hanefeld, WAHS Activity Director and Dean of Students, reported that Windom is currently holding discussions with Worthington to consider creating a cooperative for girls' hockey. They would use Worthington's ice for the program, but she was unsure of the extent of use and how much they would be using the ice in Windom. The School uses the ice for fundamentals. The perfect world would be to have year-round hockey.

Fossing questioned if the proposed cooperative included boys' hockey. Hanefeld responded that they have been asked to consider a boys' hockey cooperative in the future.

The issues that their programs currently have are not enough locker space and practice scheduling issues. Due to the figure skating program, they lose the use of the ice on Tuesday nights. Windom School physical education classes also use the ice. The arena has been designated as the evacuation area for Winfair Elementary students. Community Education also uses the facility for classes but she was unsure to what extent.

Hanefeld noted that it would be ideal for the school uses to have the new arena located on school property. The school is currently lacking sufficient gym space. Fossing asked if the school would be willing to work with the city to build certain aspects of a new facility. He noted that this partnership could provide cost savings for both entities. Fredrickson (School Board Member) answered that the school is open minded and would consider a partnership with the City for the good of the community; but since there has been no formal School Board discussion, he could not comment on to what resources and extent the School Board would commit.

Baloun questioned if artificial turf would be useful for the school. Hanefeld answered that if turf was included in the facility the school would use it. She noted that soccer has become a more popular sport.

Brenda Muller and Melanie Patterson (representing the Figure Skating group) reported that they have 110-140 participants from throughout the region for the Program. Their program runs October through March. They work on figure skating skill building and hold an annual ice show. They have two shows with attendance per show of 300-500.

They use the facility for practices and use the community room for several other events. They use the second sheet of ice for warm up and when the main ice is overcrowded. There is currently inadequate ice time for practice. The lack of ice time limits the private lessons that they are able to offer.

They store their curtains and decorations at the current facility. The sound system works well for them. Suggested changes include larger locker rooms with separation of boys and girls, heated seating, larger concession area, a harness to assist in learning jumps and summer skating which would allow more practice time to improve skills. She noted that it was very important to have the ability to remove the boards around the arena.

Fossing questioned how many sheets are needed. Espenson answered that if the second sheet of ice that they currently have was large, two sheets would be adequate.

Page Kern (representing Racquetball) reported that the current youth program K-8 had 41 participants. Adults do not have an organized league. The courts draw users from throughout

the region. She indicated that the programs could be expanded and growth could be endless if school teams and other leagues were developed. Staffing would be needed to expand the program. Currently the program is staffed using volunteers. Adults use the courts October through April and the courts are available through the week depending on other uses that are scheduled at the facility. There are currently no invitational events.

Kern noted that the current location is wonderful to accommodate the students that attend her program. However she suggested the need for climate control as the walls and floors are warping. The door handles and frames need repair.

She suggested adding amenities such as a billing system, open concessions during events, glass back wall for viewing and a handicap accessible facility. Fredin questioned if two courts were enough. Kern answered that it would depend if programming and leagues were expanded. LaCanne questioned if other locations would work for the program. Kern felt that the school location and Community Center proposed locations would work but transportation would need to be provided if the Community Center site was chosen.

5. Update Regarding City Council Recommendations:

Espenson informed the Committee that two recommendations would be going before the City Council at their Tuesday meeting. The first recommendation is the selection of Paulsen Architects for the design of the project and the second recommendation is a request for a budget of \$20,000 which includes the architect services.

6. Other Business:

The Committee agreed to conduct site visits to Sleepy Eye and Redwood Falls as their regularly scheduled meeting on Monday, May 20th.

It was also agreed that the June 1st Site visits will begin at 8:00 a.m. The bus will leave Windom at 8:00 a.m. and will travel to Mankato, Waconia and Victoria. Nichols will make arrangements for the site visits and will contact the architect for his preference regarding routes.

7. Next Meeting Date:

The next scheduled meeting date is May 20, 2013, at 5:15 pm.

8. Adjourn:

The meeting was adjourned by unanimous consent at 7:15 p.m.

Justin Espenson, Chair

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MAY 13, 2013

1. Call to Order: The meeting was called to order by President Slette at 12:04 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Trevor Slette, Juhl Erickson, Dominic Jones, and Kelsey Fossing.
Absent: Sally Larson.

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, WADC Liaison Justin Espenson, and Scott Burdorf and Robyn Traxler from Van Binsbergen & Associates.

3. Approval of Minutes:

Motion by Commissioner Fossing, seconded by Commissioner Jones, to approve the Minutes of the EDA Meeting held on April 8, 2013. Motion carried 4-0.

4. River Bluff Townhomes

A. Annual Report - Van Binsbergen & Associates: Director Backman advised that Scott Burdorf and Robyn Traxler from Van Binsbergen & Associates had completed their annual inspection of the townhome units on the morning of May 13, 2013. Mr. Burdorf and Ms. Traxler provided the Board with a recap concerning the financials for the River Bluff Townhomes, maintenance activities, condition of the property, and occupancy rates. The Board received copies of the financial reports for the period ending April 30, 2013. In response to a question, Ms. Traxler advised that based on the contacts she receives, there appears to be a demand for housing in all income levels and demand for other types of housing in Windom. Van Binsbergen has a significant waiting list for the EDA's townhomes.

B. Management Proposal – Van Binsbergen & Associates: The current management agreement with Van Binsbergen & Associates expires on May 31, 2013. Scott Burdorf of Van Binsbergen & Associates presented their management proposal which remains at the same rate as in 2012 (\$40/occupied unit per month) plus reimbursement for payroll expenses of the on-site caretaker. He advised that a multi-year agreement enables their office to do longer-range budgeting and maintenance scheduling. He reviewed with the Board some upcoming maintenance projects, including restoration of the front lawns which will be undertaken this year. Director Backman stated that he was pleased with the services provided by Van Binsbergen & Associates and recommended a two-year management agreement.

Motion by Commissioner Erickson, seconded by Commissioner Fossing, to approve the two-year management agreement for the River Bluff Townhomes, at the rate of \$40/occupied unit per month plus reimbursement for payroll expenses of On-Site Caretaker, as submitted by Van Binsbergen & Associates. Motion carried 4-0.

5. River Bluff Estates

A. Lawn Mowing Services – Proposal: For the past two years, Lang Jensen has been performing the lawn care services at the River Bluff Townhomes and on the EDA's seven available lots in River Bluff Estates. He was also responsible for the fall cleanup of leaves on the properties. The Board received a copy of his proposal to continue these services for the 2013 season (commencing May 13, 2013) which was in the amount of \$2,600 and represented an increase of \$124 over last year's fee due to fuel costs and also the volume of work required for the fall cleanup of the properties. Sixty percent of the lawn care fee was paid by the townhomes and

forty percent by the EDA. The Board will go out for bids again in the early spring of 2014. Following the ice storm, Van Binsbergen & Associates made arrangements to have the trees trimmed and brush removed. Van Binsbergen also hired an outside company to do the periodic spraying and fertilizing of the lawns and will make arrangements with Brady Powers (local caretaker for the townhomes) to water the lawns as needed. After extensive discussion, the following action was taken by the Board.

Motion by Commissioner Erickson, seconded by Commissioner Fossing, to approve the lawn services proposal at the rate of \$2,600 for the 2013 season submitted by Lang Jensen. Motion carried 3-1 (Commissioner Jones voting nay.)

6. North Windom Industrial Park

A. Holtmeier Construction – Status of Project: Director Backman reported that following the Pre-con meeting on April 5th and after weather delays, Holtmeier Construction began construction on April 29th on both water main installation on the west side of Highway 71 and infrastructure in the industrial park. Holtmeier has been installing a number of utilities along Commerce Boulevard, including working on the sanitary sewer lift station on the south end of the industrial park. It is expected that work on the NWIP roads will begin in a week or so.

On May 1st the State of Minnesota (MnDOT) transferred \$407,940 to the City for the Highway 71 Turn Lane Project (which represents half of the TED Grant). Wenck is anticipating that in late May there will be a pre-construction meeting with Svoboda Excavating and that construction of that portion of the project would start shortly thereafter. The Hwy 71 detour would likely start in early June.

B. 410th Street/Opportunity Drive – Name Change Update: At the meeting on April 8, 2013, the EDA Board approved a motion to recommend that the City Council approve a change of the name of the main east-west entrance road from 410th Street to “Opportunity Drive”. As required by MN Statutes and the City Charter, the Windom City Council held the two readings of the proposed ordinance to change the name of the street (April 16 and May 7, 2013) and adopted the ordinance on May 7, 2013. The ordinance will be effective as of the date of publication on May 15, 2013, and the name of 410th Street will then officially be changed to “Opportunity Drive”. Bruce Caldwell, Street Superintendent, has ordered the five street signs needed for the City streets in the NWIP.

C. Fast Sprayers

(1) Construction Start: Director Backman reported that Fast Sprayers hired Everstrong Construction to be the general contractor for their building project. It is anticipated that site preparation for their site will begin the week of May 20th. On April 23rd, Verlyn Fast and Clay Roll presented their project to the South Central Electric Association Board and requested that SCEA submit a loan application in the Rural Economic Development Loan Program (REDLG) to assist the company with the purchase of equipment for the Windom plant. The SCEA Board authorized preparation of the application. Thereafter, Tom Lambrecht, Great River Energy; Paul Pierson, USDA; EDA Executive Director Backman, and Jim Haler held a discussion concerning the proposed application. The Windom EDA worked with Fast to prepare a draft of the application which was submitted to Lambrecht on May 6th for further processing and submission to the USDA.

D. TIF District 1-17 Approval: On April 8, 2013, the EDA Board adopted a Resolution approving the establishment of Tax Increment Financing District No. 1-17 (NWIP – 1). The

purpose of this TIF District is to provide reimbursement to the EDA, as Developer, for the infrastructure to be installed in this phase of the North Windom Industrial Park. On April 9th, the Windom Planning Commission adopted a resolution finding that the Program and Plan conform to the City's Comprehensive Plan. On April 16, 2013, the City Council held the required public hearing and adopted a Resolution modifying Development District No. 1 to include the new TIF District 1-17, approving the establishment of TIF District 1-17, and approving the plan for said district.

- E. 2013B G. O. Bond Approval: With the advent of Fast Sprayers, the EDA requested that a 525-foot extension to Commerce Boulevard be added as an alternate to the base bid for the NWIP Project. The alternate, which was awarded to Holtmeier Construction on March 19, 2013, was funded through a General Obligation Bond. The bond amount for NWIP totals \$190,000 and represents approximately 8% of the total project costs for the new industrial park. The City split the bond issue between the City Street Project component (Series 2013A) and the Capital Equipment/North Windom Industrial Park component (Series 2013B). Series 2013B has a shorter 10-year term. The EDA's portion of the bond payments range from \$20,000 to \$23,000 per year, and are backed up with an Economic Development TIF District (1-17; NWIP-1) that will generate increment during that time. On May 7th the Windom City Council reviewed the results of the bond sales and accepted the United Bankers Bank bond for Series 2013B with a 1.59% true interest rate.

7. Small Cities Development Program

- A. Owner-Occupied Rehab Project Review: Western Community Action processed and inspected one additional Windom property for the housing rehabilitation program. The Board received a recap sheet for this project that outlined the scope of work, the total project costs, owners' match, and proposed loan of SCDP funds. The SCDP loan is within the funding range and within the designated target area in Windom.

<u>Application No.</u>	<u>Proposed Improvements</u>	<u>Project Costs</u>	<u>SCDP Funds (Maximum for Project)</u>
Windom No. 11-94	Doors, Windows, Roofing, Electrical Code Items, Plumbing, Porch Replacement, Insulation	\$60,648	\$18,000

Motion by Commissioner Erickson, seconded by Commissioner Jones, approving the SCDP owner-occupied rehab request for Windom Project No. 11-94 as submitted by Western Community Action. Motion carried 4-0.

- B. 958 Fourth Avenue – Status: Director Backman advised that Alan French, as owner of 958 Fourth Avenue, had executed an SCDP Commercial Rehab Mortgage encumbering this property in 2001. Subsequently, a contract for the sale of the property to Sau Pham had been executed, but Mr. French continued making the SCDP loan payments. Through the years, due to an accident and numerous health issues, Mr. French has been working intermittently and has made periodic payments on this loan which is paid through October 1, 2011. Previously, the EDA approved an agreement whereby the late payment fees were waived so that all payments could be applied to the loan's principal and interest. Mr. French contacted the EDA and advised that Mr. Pham has almost completed the contract payments for the purchase of the property. The current outstanding principal balance (plus accrued interest) as of May 15, 2013, will be \$2,413.53. City Attorney Schramel has advised that the EDA can accept a promissory note for this balance and a security interest in Mr. French's collateral.

Mr. French is willing to execute these documents and grant a security interest in his available collateral which is a 2000 Ford Expedition. The Board received copies of the proposed Promissory Note and Security Agreement which have been reviewed by City Attorney Schramel.

Motion by Commissioner Erickson, seconded by Commissioner Fossing, to accept the proposed promissory note in the amount of \$2,413.53 and security agreement from Alan French covering the balance of the SCDP loan on the property at 958 Fourth Avenue and authorize the filing of a Satisfaction of the SCDP Mortgage on this property, upon satisfaction of the contract obligations, to allow conveyance of the property to the contract vendee, Sau Pham. Motion carried 4-0.

8. Unfinished Business

A. River Bend Lot – Riverfest Flea Market: The Chamber's Riverfest Committee has requested permission to use the EDA's undeveloped land behind the Liquor Store for a flea market to be held during Riverfest. The event would be scheduled for Friday, June 7th, and Saturday, June 8th, from approximately 9:00 a.m. to dusk (with vendors setting up prior to 9:00). All vendors and parking for the event would be on the EDA's property. There was a discussion concerning insurance coverage and any other requirements.

Motion by Commissioner Jones, seconded by Commissioner Fossing, authorizing the Riverfest Committee to use the EDA's undeveloped land behind the Liquor Store for a flea market to be held on June 7 and 8, 2013. Motion carried 4-0.

9. New Business

A. Points of Interest/Directional Signs – Designs: In 2012 the Remick Foundation provided a \$5,000 grant to the EDA for Directional or Points of Interest Signs that would be placed on Highways 60/71 close to the downtown. Executive Director Backman reviewed with the Board some preliminary designs for the signs prepared by Snick's Signs.

B. Johnson's Meat Market: Director Backman reported that Dustin and Nicole Johnson, owners of Johnson's Meat Market, are expanding from St. James to Windom and have purchased the former Caviness building at 1345 First Avenue. They will continue the meat processing and retail meat market operations in the St. James location and open a retail meat market at the new location in Windom. Director Backman updated the Board concerning the remodeling of the building which is expected to be completed in early June 2013.

C. Business Meetings, Conferences & Events Report: Director Backman reported that there were two news segments highlighting the North Windom Industrial Park which aired on Channel 12, KEYC-TV at 6:00 and 10:00 p.m. on Friday, May 10, 2013. The reporter spoke with Damon at the Chamber and then Director Backman on Highway 71 near the industrial park. Director Backman also updated the Board concerning recent conversations with a prospect.

10. Miscellaneous Information

A. Monthly Budget Recap: The Board received a copy of the monthly budget report for April, 2013.

11. Adjourn. By consensus, President Slette adjourned the meeting at 1:07 p.m.

Trevor Slette, EDA President

Attest: _____
Aaron A. Backman, EDA Executive Director

Windom Library Board Meeting
Windom Library
May 14, 2013
5:05 p.m.

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

2. Roll Call: Members Present: Anita Winkel, Kathy Hiley, Mary Erickson,
John Duscher and Barb Henning

Members Absent: Charles Reid and Beth Fleming

Library Staff Present: Joan Hunter

City Council Member Present: None

3. Agenda and Minutes:

Motion by Anita Winkel and seconded by Mary Erickson to approve the Agenda and the Minutes.

4. Financial Report:

Six new computers were purchased from and setup by the Citizen. Funds for these computers came from our Capital Outlay account.

Motion by Barb Henning and seconded by Anita Winkel to approve the Financial Report.

5. Librarians Report:

Joan reported that all of the rental pictures are gone and they netted about \$300 for 80 pictures at the city/county/school auction.

Joan asked the board to check out Dawn's window display for the "Dig into Reading" summer reading program. Summer reading will begin the first week of June.

Motion by Kathy Hiley and seconded by Barb Henning to accept the Librarian's Report.

6. Old Business:

Joan met with the Personnel Committee regarding the proposed cut in hours for her and Dawn so that they would not be eligible for health insurance. After discussion, the Personnel Committee stated that they would follow the guidelines that our Library Board recommends. The Windom Library Board recommends the following:

- Hours will not be cut and that the hours are to remain at the current hours.
- Insurance should be offered to the Department Head and any employee working over 30 hours.

Motion by Mary Erickson that the recommendations of the Board be approved, seconded by Barb Henning. Motion passed.

7. New Business:

Mary Erickson announced that she will be tendering her resignation from the Library Board to the Mayor. The Board thanked her for her years of service.

Anita Winkel attended the Plum Creek Fee Committee meeting. This committee is attempting to find a fair way to charge the Plum Creek libraries for Plum Creek services. The Windom Library Board looked over a spreadsheet containing numerous statistics for each library. The Fee Committee will be requesting additional information and Anita will keep us updated. Joan still has not been able to make contact with the Friends of the Library.

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

Motion by Anita Winkel seconded by Mary Erickson to adjourn.

Meeting adjourned at 5:26 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**PARKS AND RECREATION COMMISSION MEETING
MINUTES MAY 8, 2013**

1. Call to Order: The meeting was called to order by Chairman, Terry Fredin, at 5:18 p.m. at City Hall.

2. Roll Call:
Commission Present: Terry Fredin, Kay Clark, & Jeff LaCanne
Commission Absent: Jason Kloss & Angie Blanshan

City Staff: Recreation Director Al Baloun attending & Park Superintendent
Bruce Caldwell absent
Council Liaisons: Brian Cooley & Kelsey Fossing Attending
Public: None

3. Approve Agenda
Motion by Clark , seconded by LaCanne to approve the agenda.
Motion Carried Unanimous

4. Approve Minutes, April 10,2013 Parks and Recreation Meeting
Motion by Clark , seconded by LaCanne to approve the agenda.
Motion Carried Unanimous

5. Field Usage- Island Park Morning Baseball, Windom Baseball Association(WBA): The Island Park Windom Baseball Association Summer youth program was discussed. The WBA requested the usage of the north and south island park fields during the Summer for their program. The WBA would take care of all the maintenance using their own equipment and labor if the commission would agree that the fees are waived. This was done in 2011 and 2012 with no problems.
Motion by Clark, seconded by LaCanne to permit the Windom Baseball Association to use the north and south ball field at Island Park for their Summer program and the fee for the usage will be waived as long as they so all the field prep work using their own equipment, personnel, or labor at no cost to the city.
Motion Carried Unanimous

6. Recreation Director's Report- Al Baloun
 - a. Summer Recreation: The Hershey's Track program only has five participants signed up for it. If more than fifteen do not sign up, the program may not be held. Teams for the 3rd and 4th Grade 30/60 League have been divided out, 5th and 6th Grade will be divided next week. Most of the staff for Tykes, K T Ball, and Coach Pitch/T Ball will be returning with Abby Hayenga again returning as Baseball Coordinator.
 - b. Recreation On Line Registration Al talked to the commission about allowing on-line registrations two weeks before the Registration Night. Each swimming lesson class would allow half of the quota to sign up ahead of time. The other half of the registrations would be allowed on registration night. There would be an additional paypal fee on the registration. This would get people used to the on-line registration process and see how the system can handle a large amount of registrations at one time. One individual would be able to sign up three children with each on-line transaction. Fewer people would have to attend registration night if this works out as planned. In the future it is hoped that a majority of registrations would be done on-line. Recreation program registrations would be accepted both on-line and mailed in two weeks ahead of Registration Night.
Commission members voice their support for a trial to see how it works out.

c. Pool

- 1) The tube slide sustained damage to one of the tubes during the ice storm. The manufacturer and insurance company have been contacted. The slide will remain closed until the repairs are able to be made.
- 2) Managers and Staffing- Two candidates for pool manager(Sally Oltmanns & Samantha Harrold were interviewed with Angie Blanshan and Jason Kloss, present from the Parks and Recreation Commission. Sally is interested in working part time as pool manager as a mentor to Sam Harrold, who is interested in full time seasonal employment as manager. Al was in favor of this arrangement as he will be busy with arena and recreation programming. Al presented a summary of total managers' wages paid out the past season. A total of \$7810 was paid out to the co-manager, last season at \$11 hour and \$5625 was paid to the three head lifeguards of which \$250 was paid for a fill in head lifeguard. Wages for co/managers at the pool would be comparable to the amount paid out last Summer.

Motion by Clark, seconded by LaCanne to offer Sally Oltmanns and Samantha Harrold co/managers at the Windom Pool. Oltmann's wage is not to exceed \$2000 (Approximately 148 hours' @ \$13.50 hour) and Samantha Harrold wage is not to exceed \$5800 (Approximately 485 hours' @ \$12 hour). Hannah Bartosh and Emily Turner are to return as head lifeguards and Adam Eisenmenger as a Sub Head Lifeguard with a quarter raise per hour.

Motion Carried Unanimous

d. Horse Shows

Commission members were hand out the new arena brochure that has been updated. The Delegate Show was moved to the third weekend in May due to the weather. There is the same amount of horse shows this year as last year.

7. Open Mike:

Kelsey Fossing - Inquired whether policies regarding the use of life jackets during open swim. Some area pools allow this and he would like to see it reviewed. He would like to see the use of a dummy to check alertness of staff during open swims. Al will discuss this with pool managers and get together with Kelsey. He also asked that pool staff be aware of older children's presence in the wading pool. He asked if the wading pool could be open during swim lessons as it was years ago. Al felt that the opening of the wading pool during swim lessons is a distraction to lessons because he is concerned people entering the pool area during lessons and activity taking place in that area would be a distraction to lesson participants .State code does not allow the outside entrance to be open to the wading pool. Everyone must enter the pool through the front entrance.

8. Adjourn-The meeting was adjourned at 6:17 p.m.

RESOLUTION #2013-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

City of Windom 2013 EMS Week Proclamation

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event does hereby proclaim the week of May 19-25, 2013, as

EMERGENCY MEDICAL SERVICES WEEK.

The Mayor and City Council encourage the community to observe this week with a sincere "Thank You" to all our dedicated EMT's.

Adopted by the Council this 21st day of May, 2013.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION # 2013-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN
NATIONAL MISSING CHILDREN'S DAY PROCLAMATION**

WHEREAS, according to the U.S. Department of Justice, an estimated 800,000 children are reported missing each year; and

WHEREAS, on average, approximately 2,000 children are reported missing to law-enforcement agencies daily; and

WHEREAS, approximately 58,200 of these children are victims of non-family abductions and more than 200,000 are the victims of family abductions; and.

WHEREAS, the National Center of Missing & Exploited Children (NCMEC) exists as a resource to help prevent child abduction and sexual exploitation, help find missing children, and assist victims of child abduction and sexual exploitation, their families, and the professionals who serve them; and

WHEREAS, this special day is a time to remember those children who are missing and give hope to their families.

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

1. That the City of Windom in partnership with NCMEC and its supporters proclaims May 25th as National Missing Children's Day.
2. The Windom City Council urges the participation of local government, law enforcement, and communities in the protection of children and educating children about child abduction and sexual exploitation, and how to respond and seek help from law enforcement, social services, and NCMEC.
3. The Windom City Council urges all individuals to take 25 minutes to help children stay safer.
4. May 25, 2013, is set aside as National Missing Children's Day as part of the City of Windom's continuing efforts to prevent the abduction and sexual exploitation of children.

Adopted this 21st day of May, 2013.

Corey J. Maricle, Mayor

Attest: _____

Steve Nasby, City Administrator

BONU BUCKS

Savings
PLUSTM
Your Partner for Energy Savings

For a limited time, receive a Bonus Bucks rebate when you replace a working central air conditioner that is 12 years old or older with an ENERGY STAR qualified unit

Bonus Bucks Qualifications:

- You must be a residential electric customer of Windom Municipal Utilities
- Requires replacement of a working central air conditioner that is 12 years old or older
- Unit must be purchased and installed between June 1 and August 31, 2013
- Central air conditioner must be ENERGY STAR qualified and meet qualifying SEER ratings to receive Bonus Bucks rebate

Units 14.5 SEER to 16 SEER: \$400
Units over 16 SEER: \$500

Program Guidelines:

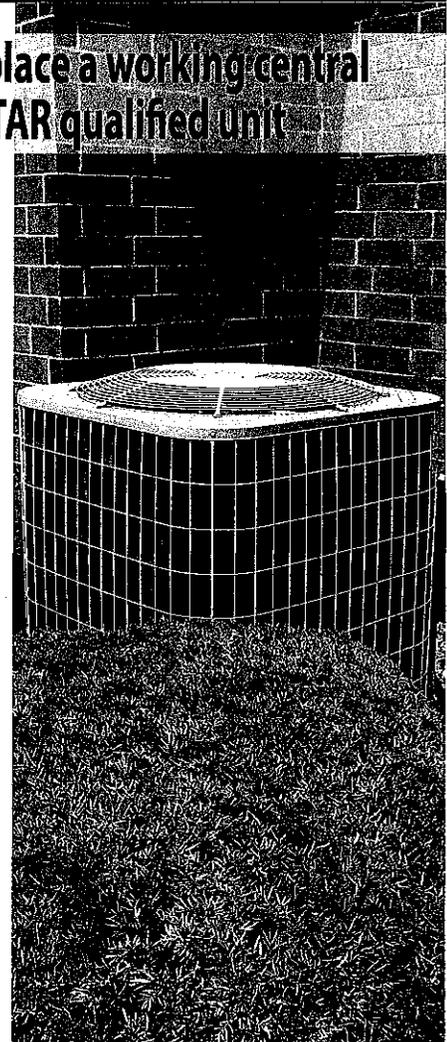
- Ask your HVAC dealer to confirm that your current air conditioner is a working unit that is 12 years old or older
- Verify with your HVAC dealer that the new unit may be installed during the Bonus Rebate timeframe
- Complete a 2013 Energy Efficient Heating & Cooling Residential rebate form. Forms are available at the Electric Utility Office, City Hall or online at www.windom-mn.com
- Turn in completed rebate form along with Bonus Bucks coupon to the Electric Utility Office to get your name added to the customer list requesting a "Bonus Bucks" rebate
 - Rebates are reserved in the order received
 - Program is limited up to 50 total rebate requests
 - Total budget for program limited to \$25,000
 - The new unit may also qualify for the existing 2013 Residential Cooling Rebates

After Installation:

- Turn in a copy of your paid invoice, an AHRI Certificate of Product Rating showing the energy efficiency ratings and any other available efficiency information on your new air conditioner to:

Windom Municipal Utilities
444 - 9th Street, PO Box 38 • Windom, MN 56101
507.831.6151 • fax 507.831.6143
www.windom-mn.com • www.cmpa.org/savingsplus

Utility reserves the right to verify installation. Restrictions apply. Funding is limited. Program may be discontinued or changed without prior notice.



BONU BUCKS

CENTRAL AIR CONDITIONER REBATE



Bonus Bucks Qualifications:

- You must be a residential electric customer of Windom Municipal Utilities
 - Requires replacement of a working central air conditioner that is 12 years old or older
 - Unit must be purchased and installed between June 1 and August 31, 2013
 - Central air conditioner must be ENERGY STAR qualified and meet qualifying SEER ratings to receive Bonus Bucks rebate
- Units 14.5 SEER to 16 SEER: \$400
Units over 16 SEER: \$500

To Redeem:

- Complete and sign a 2013 Energy Star Products Rebate form. Rebate forms are available at www.windom-mn.com
- Obtain vendor/installer verification and attach this coupon to the rebate form and return it with the required documentation to:

Windom Municipal Utilities
444 - 9th Street, PO Box 38
Windom, MN 56101

Vendor/Installer Verification:

- Unit replaced was a working unit 12 years old or older

Signature: _____ Date: _____

Utility Use Only Date: _____ Rebate Total: \$ _____ Utility Representative Approval: _____

Savings
PLUSTM
Your Partner for Energy Savings



To: Windom City Council

From: Al Baloun Recreation Director

Date: May, 15, 2013

RE: Pool Co/Managers and Head Lifeguards

To: Windom City Council

The following was the discussion for Pool Co/Managers and Head Lifeguards at the Monday, May 8, 2013 Parks and Recreation Commission Meeting:

Two candidates for pool manager(Sally Oltmanns & Samantha Harrold were interviewed with Angie Blanshan and Jason Kloss, present from the Parks and Recreation Commission. Sally is interested in working part time as pool manager as a mentor to Sam Harrold, who is interested in full time seasonal employment as manager. Al was in favor of this arrangement as he will be busy with arena and recreation programming. Al will still oversee the pool operation and will also be the Certified Pool Operator on staff. Al presented a summary of total managers' wages paid out the past season. A total of \$7810 was paid out to the co-manager, last season at \$11 hour and \$5625 was paid to the three head lifeguards of which \$250 was paid for a fill in head lifeguard. Wages for co/managers at the pool would be comparable to the amount paid out last Summer.

Motion by Clark, seconded by LaCanne to offer Sally Oltmanns and Samantha Harrold co/managers at the Windom Pool. Oltmann's wage is not to exceed \$2000 (Approximately 148 hours' @ \$13.50 hour) and Samantha Harrold wage is not to exceed \$5800 (Approximately 485 hours' @ \$12 hour). Hannah Bartosh and Emily Turner are to return as head lifeguards and Adam Eisenmenger as a Sub Head Lifeguard with a quarter raise per hour.

Motion Carried Unanimous



To: Windom City Council

From: Al Baloun Recreation Director

Date: May, 15, 2013

RE: Seasonal Employees

The Windom Pool and Windom Recreation are requesting approval of the following seasonal employees:

POOL

Co/Managers

Sally Oltmanns
Samantha Harrold

Head Lifeguards

Hannah Bartosh
Emily Turner
Adam Eisenmenger(SUB)

Lifeguard/WSI

Adam Eisenmenger
Levi Gotto
Ryan Helmoski
Aimee Johnson
Kylie Willard
Kayla Haglund
Aaron Axford
Hannah Kloss
Emily Axford-Upon Completion of WSI and Lifeguarding

Life Guard

Jasmine Carlson
Brooke Rassmussen
Zach Steen
Amanda Muller
Jae Carlson- Upon Completion of Lifeguarding
Jaime Symens

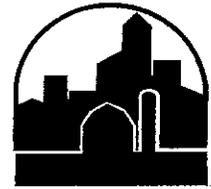
RECREATION

CoachPitch/T Ball/KTball/Tykes

Abby Hayenga
Amber Eigenberg
Zach Steen
Sam Huska
Hunter Hayenga
Trent LaCanne(SUB)
Matt Theesfeldt (SUB)
Mary Schaufenbuel(Tykes/K T Ball)

Hershey's Track -TBD if we
have enough registrations

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: May 15, 2013
RE: Response Time Policy for Departments with On-Call

The Personnel Committee met on April 30 to discuss response times for the City Departments that have on-call status. Department Heads were included in this meeting for their input. The Personnel Committee requested that the Department Heads solicit input from their Boards\Commissions as to what is appropriate as each Department may have different needs. The times below are for employees to report to the applicable Department office or facility.

The following are the recommendations made by the Departments:

Electric	15 Minutes
Streets & Parks	30 Minutes
Water & Wastewater	30 Minutes
Telecom	Commission meeting May 21 and will provide recommendation
Police, Fire & Ambulance	5-10 Minutes

The recommendation from the Personnel Committee is to add these response times into the City's Personnel Policy. This language will clearly set out the expectations for employees and guide the hiring process for determining ability to respond as needed.

Memo

To: Mayor and City Council Members

From: Denise Nichols

Date: 5/17/2013

Re: Surplus Equipment

Request for Authority to Donate Surplus Computers to the PCs for People Program

The City Administrative Office has computers on hand which are 7+ years old and are not currently in use or were obtained through the Blandin Light Speed Grant and used at the Windom Historical Society. These computers are identified as follows:

HP Laptop Computers obtained through Blandin Light Speed Grant 10+ years old

Serial No. CNU51202LD
Serial No. CNU51202RJ
Serial No. CNU51202K3
Serial No. CNU51202QP
Serial No. CNU51202XW

Office Computers:

HP Laptop Computers Serial No.

Serial No. DX2T25

Dell Computer – Model Optiplex GX270

8TRZW51 (Mfg. Date: 2004/2005)
1R5T251 (Mfg. Date: 2004/2005)
3Q5Y251 (Mfg. Date: 2004/2005)
6R5T251 (Mfg. Date: 2004/2005)

The City/EDA are currently working with "PCs for People" which is an organization that accepts donations of used computers. The organization then cleans and refurbishes the computers for distribution to low-income individuals in the Windom area. Recipients donate a suggested amount of \$25.00 per computer.

PCs for People is in need of additional donated computers for its program in the Windom area. These ten computers could be re-purposed for that program.

Requested Action: Designate these computers as surplus City equipment and authorize the donation of these computers to "PCs for People" for refurbishing and distribution through the organization's Windom area program.

THE CITY OF WINDOM, MINNESOTA
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson
and Associates, Incorporated
444 Cedar Street, Suite 1500
St. Paul, Minnesota 55101

Pursuant to our Professional Services Agreement dated October 28, 2010, you are hereby authorized to proceed with the services described as follows:

2013 JET-A FUELING SYSTEM

I. PROJECT DESCRIPTION

The 2013 Jet-A Tank Fueling System Project at the Windom Municipal Airport consists of the following items to be accomplished under one construction contract. This Project includes major items of work as follows:

- Project Formulation
- Preparation of Plans and Specifications (Performance Based)
 - Project Plans and Specifications will provide for the installation of a 10,000 Gal. Underground Jet-A Fuel Tank and Associated Dispensing Equipment.
- Bidding Assistance/Results
- Construction Phase Administration
- Project Closeout Services

II. SERVICES TO BE PROVIDED

TKDA is requested to provide the following services for the Project:

A. PART A - PROJECT FORMULATION PHASE

1. Basic Services

- a. Conduct one meeting with Airport Commission and site visit to determine Project needs.
- b. Assist City with CIP preparation and submittal.
- c. Coordinate with the FAA and MnDOT regarding Project elements and state and/or federal funding programs.
- d. Develop project scope and schedule for consideration by the CITY.

B. PART B - DESIGN PHASE

1. Basic Services

- a. Conduct one site visit to determine existing conditions and Project requirements.
- b. Prepare plans and specifications, contract documents, and detailed estimates for construction items described in SECTION I - PROJECT DESCRIPTION. Make minor revisions and adjustments following CITY, MnDOT, and FAA review. Reproduce final plans and specifications for bidding purposes.

- c. Prepare construction cost estimates and opinions.
- d. Review final plans and specifications using standard Quality Assurance/Quality Control (QA/QC) practices and procedures.
- e. Conduct a pre-bid meeting.
- f. Assist in securing bids, tabulation, and analysis of bid results, and then forward the results to MnDOT and FAA for their use in preparing state and federal funding documents.

2. Special Services

- a. Prepare "Construction Safety Plan" in accordance with FAA Advisory Circular 150/5370-2F.
- b. Prepare application for necessary permits required for construction, including FAA Airspace approval.
- c. Assist the CITY in establishing Project-specific Goals for DBE utilization (as needed).

C. PART C - CONSTRUCTION PHASE SERVICES

1. Basic Services

- a. Assist the CITY in the execution of the construction Contract Documents.
- b. Conduct the Preconstruction Conference.
- c. Consult with and advise the CITY during construction, and act as the CITY'S representative as provided in the Contract Documents.
- d. Prepare supplemental drawings of minor construction details.
- e. Interpret plans and specifications during construction.
- f. Review required submittals to determine compliance with the design concept of the Project.
- g. Make visits to the construction site to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents.
- h. Review payrolls and advise Contractor of deficiencies.
- i. Review and make recommendations on requests for partial payments.
- j. Negotiate and process change orders, if necessary.
- k. Conduct final inspection and make a recommendation for final acceptance and payment.

2. Special Services

- a. Provide administrative assistance relative to state and federal airport funding.

D. PART D - POST-CONSTRUCTION PHASE SERVICES

1. Basic Services

- a. Provide FAA grant close-out services associated with this Project.
- b. Prepare the Project record drawings.

III. ADDITIONAL SERVICES

If authorized by the CITY, furnish or obtain from others services of the types listed below which are not considered as basic services under this Authorization. These services shall be billable

on an Hourly Cost Reimbursement Plus Fixed Fee basis as defined in our Agreement, and such billings shall be over and above the Total Contract Ceiling Amount set forth herein.

- A. Registered land or right-of-way surveys, legal descriptions, or related services.
- B. Preparation of DBE Program (beyond Contract-specific goals).
- C. Perform topographic surveys and develop topographic base maps on AutoCAD.
- D. Obtain soil borings and/or geotechnical evaluations.
- E. More than one trip (PART A - Basic Services) by TKDA staff to Windom, Minnesota.
- F. More than one trip (PART B - Basic and Special Services) by TKDA staff to Windom, Minnesota.
- G. More than two site visits (PART D - Basic Services) by TKDA staff to Windom, Minnesota.

IV. PERIOD OF SERVICE

SECTION II services shall be provided in accordance with schedules to be established for the Project.

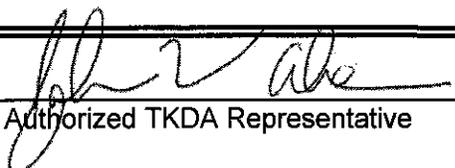
V. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in Article 3 of our Agreement, summarized as follows:

SECTION II.A: Part A - Project Formulation Phase Services (Lump Sum)	<u>\$3,000</u>
SECTION II.B: Part B - Design Phase Services	
Total Reimbursable Cost	\$19,199
Fixed Fee	<u>2,801</u>
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)	<u>\$22,000</u>
SECTION II.C: Part C - Construction Phase Services	
Total Reimbursable Cost	\$9,648
Fixed Fee	<u>1,352</u>
Subtotal (Hourly Cost Reimbursement Plus Fixed Fee)	<u>\$11,000</u>
SECTION II.D: Part D - Post-Construction Phase Services (Lump Sum)	<u>\$3,000</u>
Total Ceiling Amount	<u><u>\$39,000</u></u>

Approved by _____, _____, 2013.

Authorized City Representative

Consultant Acceptance by  _____, May 14, 2013.

Authorized TKDA Representative



Project Fee Estimate

Client: City of Windom		Date: 5/14/2013					
Project: 2013 Jet-A Fueling System		Prepared By: JNP					
Task	Task Description	Estimated Person Hours Required					Totals
		Reg	Reg	Spec I	Sr Reg	Tech II	
A.1	Project Formulation/Prelim Design - Basic						
a	Meetings & Site Visits	8					8
b	Assist w/CIP Preparation and Submittal	4					4
c	MnDOT, FAA Funding Coordination	8					8
d	Project Scope and Schedule	4					4
Total Person Hours		24	-	-	-	-	24
Direct Labor Rate, \$/Hr.		\$ 40.50	\$ 29.80	\$ 37.60	\$ 67.00	\$ 20.00	
Total Direct Labor Cost, \$		\$ 972	\$ -	\$ -	\$ -	\$ -	\$ 972
Indirect Labor Cost @ 1.565*, \$		\$ 1,521	\$ -	\$ -	\$ -	\$ -	\$ 1,521
Subtotal Labor Cost							\$ 2,493
Expenses:							
Travel & Subsistence (TS)							\$ 150
Subtotal Expenses							\$ 150
Subtotal Part A							\$ 2,643
Fixed Fee - 15.0% x Total Labor Cost							\$ 374
Total Part A							\$ 3,017
Total Part A LUMP SUM							\$ 3,000
B.1	Design Phase - Basic						
a	Preliminary Site Visit & Meeting	8					8
b	Prepare Plans and Specifications	8		12	64	12	96
c	Construction Cost Estimates	2			4		6
d	Prepare Bidding Documents	2		4		4	10
e	QA/QC	1	1		2		4
f	Conduct Pre-bid Meeting	8					8
g	Bidding Assistance / Results	1	1		2		4
B.2	Design Phase - Special						
a	Construction Safety Plan		2				2
b	Permit Applications	2	2				4
c	DBE Compliance Goals		2				2
Total Person Hours		32	8	16	72	16	144
Direct Labor Rate, \$/Hr.		\$ 40.50	\$ 29.80	\$ 37.60	\$ 67.00	\$ 20.00	
Total Direct Labor Cost, \$		\$ 1,296	\$ 238	\$ 602	\$ 4,824	\$ 320	\$ 7,280
Indirect Labor Cost @ 1.565*, \$		\$ 2,028	\$ 372	\$ 942	\$ 7,550	\$ 501	\$ 11,393
Total Labor Cost							\$ 18,673
Expenses:							
Travel & Subsistence (TS)							\$ 200
Reproduction & Reprographics (RR)							\$ 350
Subtotal Expenses							\$ 550
Subtotal Part B							\$ 19,223
Fixed Fee - 15.0% x Total Labor Cost							\$ 2,801
Subtotal Part B							\$ 22,024
Total Part B NTE (ROUNDED)							\$ 22,000



Project Fee Estimate

Client:	City of Windom	Date:	5/14/2013				
Project:	2013 Jet-A Fueling System	Prepared By:	JNP				
Task	Task Description	Estimated Person Hours Required					Totals
		Reg	Reg	Spec I	Sr Reg	Tech II	
C.1	Construction Phase - Basic						
a	Contract Documents	2				2	4
b	Preconstruction Conference	8					8
c	Construction Administration	14	4			2	20
d	Supplemental Drawings		2	2			4
e	Contract Document Interpretation	2					2
f	Submittal Reviews		2		4	2	8
g	Site Visits	16					16
h	Payroll Reviews					2	2
i	Partial Payments	2					2
j	Construction Changes			2	4		6
k	Final Inspection and Final Payment	8					8
C.2	Construction Phase - Special						
a	Funding Administrative Assistance	8					8
Total Person Hours		60	8	4	8	8	88
Direct Labor Rate, \$/Hr.		\$ 40.50	\$ 29.80	\$ 37.60	\$ 67.00	\$ 20.00	
Total Direct Labor Cost, \$		\$ 2,430	\$ 238	\$ 150	\$ 536	\$ 160	\$ 3,514
Indirect Labor Cost @ 1.565*, \$		\$ 3,803	\$ 372	\$ 235	\$ 839	\$ 250	\$ 5,499
Subtotal Labor Cost							\$ 9,013
Expenses:							
Travel & Subsistence (TS)							\$ 400
Reproduction & Reprographics (RR)							\$ 200
Subtotal Expenses							\$ 600
Subtotal Part C							\$ 9,613
Fixed Fee - 15.0% x Total Labor Cost							\$ 1,352
Subtotal Part C							\$ 10,965
Total Part C NTE (Rounded)							\$ 11,000
D.1	Project Close-Out Services - Basic						
a	FAA Grant Close-Out	16				6	22
b	As-built Documents	2		8			10
Total Person Hours		18	-	4	-	6	28
Direct Labor Rate, \$/Hr.		\$ 40.50	\$ 29.80	\$ 37.60	\$ 67.00	\$ 20.00	
Total Direct Labor Cost, \$		\$ 729	\$ -	\$ 150	\$ -	\$ 120	\$ 999
Indirect Labor Cost @ 1.565*, \$		\$ 1,141	\$ -	\$ 235	\$ -	\$ 188	\$ 1,564
Subtotal Labor Cost							\$ 2,563
Expenses:							
Reproduction & Reprographics (RR)							\$ 100
Subtotal Expenses							\$ 100
Subtotal Part D							\$ 2,663
Fixed Fee - 15.0% x Total Labor Cost							\$ 384
Total Part D							\$ 3,047
Total Part D LUMP SUM							\$ 3,000
TOTAL CEILING AMOUNT							\$ 39,000



PROPOSAL

John Peterson
TKDA
444 Cedar Street, Suite 1500
Saint Paul, MN 55101

May 14, 2013

PROJECT: Windom Airport Hangar

Empire Building Service will provide labor and materials to install a 2" electrical conduit to run from the A/D building to the new hangar.

Price: {\$2,300.00}

Price includes 7% sales tax.

Thank you for the opportunity to submit this proposal. If you have any questions please do not hesitate to contact me.

Respectfully submitted,

Luke Fortney
Project Manager



1709 N INDUSTRIAL AVE
SIOUX FALLS, SD 57103
605 838-5500 fax 605 335 7212

DRAFT AIA Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Eighth» day of «May» in the year «Two Thousand Thirteen»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Windom»
«444 9th Street
Windom, MN 56101»
« »
« »

and the Architect:
(Name, legal status, address and other information)

«Paulsen Architects»
«209 South Second Street, Suite 201
Mankato, MN 56001»
«Telephone Number: 507.388.9811»
«Fax Number: 507.388.1751»

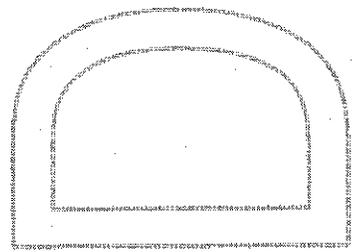
for the following Project:
(Name, location and detailed description)

«Windom Multi-Purpose Arena»
«Windom, MN»
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text, is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

«See attached proposal.»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«To be determined.»

- .2 Substantial Completion date:

«To be determined.»

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«1,000,000/2,000,000 aggregate»

.2 Automobile Liability

«1,000,000»

.3 Workers' Compensation

«500,000»

.4 Professional Liability

«See Article 12»

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, civil, mechanical, and electrical engineering services and ice arena consultant. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Included	
§ 4.1.2 Multiple preliminary designs	Included	
§ 4.1.3 Measured drawings	Included	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.6 Building information modeling	Included	
§ 4.1.7 Civil engineering	Included	
§ 4.1.8 Landscape design	Included	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Included	
§ 4.1.11 Detailed cost estimating	Included	
§ 4.1.12 On-site project representation	Included	
§ 4.1.13 Conformed construction documents	Included	
§ 4.1.15 As-Constructed Record drawings	Included	
§ 4.1.16 Post occupancy evaluation	Included	
§ 4.1.20 Telecommunications/data design	Included	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	Refer to 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«4.1.27 Furniture, Furnishings, and Equipment Design»

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~60~~ (to be determined) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the

estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Phase 1: Pre-design and schematic design fixed fee amount of \$15,400.00 (including reimbursable expenses)
Phase 2: Design development thru construction administration 4.5% of construction cost»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly rates»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Hourly rates»

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten» percent («10.00» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	«Fixed fee of \$15,400.00»	percent (« » %)
Design Development Phase	«Thirty»	percent («30» %)
Construction Documents Phase	«Forty-five»	percent («45» %)
Bidding or Negotiation Phase	«Five»	percent («5» %)
Construction Phase	«Twenty»	percent («20» %)
Total Basic Compensation	one hundred	percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES (Design Development thru Construction Administration)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~«One and one-tenth»~~ percent (~~«1.10»~~ %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

~~«To be determined»~~

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~«Zero Dollars and Zero Cents»~~ (\$ ~~«0.00»~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~«Thirty»~~ (~~«30»~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~«18.00»~~ % ~~«per annum»~~

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

~~«Limit of Liability. To the maximum extent permitted by law, the client agrees to limit the Design Professional's liability for the client's damages to the sum of the Design Professional's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.»~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

« »

(Printed name and title)

(Signature)

« »

(Printed name and title)

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	SCHRAMEL LAW OFFICE	LEGAL FEES	960.00
		Total for Department 101	960.00*
CITY OFFICE	KEMSKE	SUPPLIES	138.92
CITY OFFICE	HARLAND TECHNOLOGY S	SUPPLIES	94.58
CITY OFFICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	22.16
CITY OFFICE	VOYAGER FLEET SERVIC	GAS	51.65
		Total for Department 103	307.31*
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	2.93
P & Z / BUILDING OFF	INTERNATIONAL CODE C	DUES	125.00
P & Z / BUILDING OFF	SCHRAMEL LAW OFFICE	LEGAL FEES	255.00
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	17.64
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	PERMIT SURCHARGE	112.35
P & Z / BUILDING OFF	SA FLEET - FLEET ONE	GAS	121.46
		Total for Department 106	634.38*
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	73.16
		Total for Department 115	73.16*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,650.00
POLICE	INDOFF, INC	SUPPLIES	61.82
POLICE	IMAGES UNLIMITED	CLOTHING	163.50
POLICE	SCHRAMEL LAW OFFICE	LEGAL FEES	4,470.00
POLICE	SCHRAMEL LAW OFFICE	LEGAL SUPPLIES	30.00
POLICE	Verizon Wireless	TELEPHONE	201.65
POLICE	SA FLEET - FLEET ONE	GAS	332.00
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	25.52
POLICE	SHOPKO	SUPPLIES	57.69
POLICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	11.08
POLICE	VOYAGER FLEET SERVIC	GAS	1,092.86
		Total for Department 120	8,371.12*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	EQUIPMENT	37.10
FIRE DEPARTMENT	MN FIRE SERVICE CERT	CERTIFICATION-MARK MARCY	75.00
FIRE DEPARTMENT	PETERSON FEED	SUPPLIES	280.00
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	643.39
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	163.20
FIRE DEPARTMENT	SA FLEET - FLEET ONE	GAS	50.84
		Total for Department 125	1,462.03*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	ALPHA WIRELESS - MAN	MAINTENANCE CONTRACT	150.00
		Total for Department 130	162.50*
ANIMALS	COTTONWOOD VET CLINI	CITY POUND	171.73
		Total for Department 135	171.73*
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
STREET	INDOFF, INC	SUPPLIES	117.94
STREET	DIAMOND VOGEL PAINT	PAINT	1,989.66
STREET	LAMPERTS YARDS, INC.	MAINTENANCE	36.11
STREET	Verizon Wireless	TELEPHONE	54.61
STREET	MILLER SELLNER EQUIP	MAINTENANCE	62.14
STREET	RUNNING'S SUPPLY	MAINTENANCE	142.10
STREET	RYAN TREE SERVICE	STORM CLEAN UP	5,811.33
STREET	SA FLEET - FLEET ONE	GAS	156.76
STREET	SCHWALBACH HARDWARE	MAINTENANCE	5.87
STREET	VOYAGER FLEET SERVIC	GAS	189.01
STREET	WENCK ASSOCIATES, IN	2013 CITY OF WINDOM SEAL	620.00
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	1,632.47
STREET	O'REILLY AUTO PARTS	MAINTENANCE	65.15
	Total for Department 140		11,008.15*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	68.00
	Total for Department 145		68.00*
RECREATION	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	11.08
	Total for Department 150		11.08*
PARKS	NICKLASSON ATHLETIC/	EQUIPMENT	474.70
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	RUNNING'S SUPPLY	MAINTENANCE	138.14
PARKS	RYAN TREE SERVICE	STORM CLEAN UP	3,794.06
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	35.75
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE	2,106.16
PARKS	CARQUEST AUTO PARTS	MAINTENANCE	6.83
	Total for Department 165		6,593.14*
	Total for Fund 01		29,822.60*
LIBRARY	MICROMARKETING	BOOKS & AUDIO	685.36
LIBRARY	READERS SERVICE	SUBSCRIPTION	43.72
LIBRARY	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.54
	Total for Department 171		734.62*
	Total for Fund 03		734.62*
	HEIMAN FIRE EQUIP. C	REPLACEMENT PUMP-UNITE #	8,470.23
	MUNICIPAL EMERGENCY	EQUIPMENT	27,617.60
	Total for Department		36,087.83*
	Total for Fund 04		36,087.83*
	EMPIRE BUILDING CONS	HANGAR CONSTRUCTION	35,464.58
	Total for Department		35,464.58*
AIRPORT	ELECTRIC FUND	MAINTENANCE	49.91
AIRPORT	RED ROCK RURAL WATER	WATER	24.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AIRPORT	SO. CENTRAL ELECTRIC POWER COST		947.14
		Total for Department 174	1,021.05*
		Total for Fund 11	36,485.63*
POOL	TOSHIBA FINANCIAL SE LEASE/MAINTENANCE CONTRA		5.54
		Total for Department 175	5.54*
		Total for Fund 12	5.54*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	298.86
AMBULANCE	HIGLEY FORD SALES	AMBULANCE REPAIR #29	462.96
AMBULANCE	Verizon Wireless	TELEPHONE	68.84
AMBULANCE	PRAKAI R DISTRIBUTION	CYLINDER RENTAL	267.70
AMBULANCE	RTT MOBILE INTERPRET	INTERPRETATION SERVICE	34.00
AMBULANCE	SA FLEET - FLEET ONE	GAS	997.55
AMBULANCE	WINDOM AREA HOSPITAL	NURSING SERVICE	1,295.52
AMBULANCE	WINDOM FARM SERVICE	EQUIPMENT #28	603.58
		Total for Department 176	4,229.01*
AMBULANCE	BANK MIDWEST	NSF CHECK-TO AMBULANCE	50.00
		Total for Department 276	50.00*
		Total for Fund 13	4,279.01*
MULTI-PURPOSE BUILDI	COLE PAPERS INC.	CREDIT-SUPPLIES	-40.08
MULTI-PURPOSE BUILDI	COLE PAPERS INC.	SUPPLIES	47.56
MULTI-PURPOSE BUILDI	INDOFF, INC	SUPPLIES	34.18
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	166.50
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	30.10
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	1,076.97
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	258.09
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	119.50
MULTI-PURPOSE BUILDI	TOSHIBA FINANCIAL SE LEASE/MAINTENANCE CONTRA		11.08
MULTI-PURPOSE BUILDI	VOYAGER FLEET SERVIC	GAS	147.02
		Total for Department 177	1,850.92*
		Total for Fund 14	1,850.92*
N IND PARK	SO. CENTRAL ELECTRIC POWER COST		49.24
N IND PARK	WENCK ASSOCIATES, IN NORTH INDUSTRIAL PARK		8,738.00
		Total for Department 147	8,787.24*
		Total for Fund 18	8,787.24*
'13 STREET PROJECT	WENCK ASSOCIATES, IN 2013 STREET IMPROVEMENT		2,959.00
		Total for Department 121	2,959.00*
		Total for Fund 21	2,959.00*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	5,401.90
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	304.70
LIQUOR	HAGEN BEVERAGE DIST.	MERCHANDISE	4,554.85
LIQUOR	AH HERMEL COMPANY	MERCHANDISE	217.72
LIQUOR	JOHNSON BROS.	MERCHANDISE	2,624.16
LIQUOR	SCHWALBACH HARDWARE	MAINTENANCE	34.16
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	931.34
LIQUOR	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	22.16
	Total for Department 180		14,090.99*
	Total for Fund 60		14,090.99*
	HD SUPPLY WATERWORKD	METER	234.05
	WENCK ASSOCIATES, IN	2013 STREET IMPROVEMENT	1,371.90
	Total for Department		1,605.95*
WATER	AMERICAN PAYMENT CEN	PAYMENT DROP BOX SERVICE	24.75
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	HACH COMPANY	SUPPLIES	76.09
WATER	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	240.63
WATER	KDOM RADIO	ADVERTISING	150.00
WATER	LAMPERTS YARDS, INC.	MAINTENANCE	7.84
WATER	Verizon Wireless	TELEPHONE	60.76
WATER	MN MANURE SPECIALIST	MAINTENANCE	545.36
WATER	RUNNING'S SUPPLY	MAINTENANCE	5.10
WATER	SCHWALBACH HARDWARE	MAINTENANCE	141.79
WATER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	22.16
WATER	VOYAGER FLEET SERVIC	GAS	397.77
	Total for Department 181		1,772.25*
	Total for Fund 61		3,378.20*
	UTILITIES PLUS ENERG	ENGINEERING	8,400.00
	WAYNE POWERS	REFUND-UTILITY PREPAYMEN	300.00
	Total for Department		8,700.00*
ELECTRIC	AMERICAN PAYMENT CEN	PAYMENT DROP BOX SERVICE	24.75
ELECTRIC	AMOCO OIL COMPANY	GAS	175.03
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	240.62
ELECTRIC	ALPHA WIRELESS - MAN	EQUIPMENT	426.24
ELECTRIC	Verizon Wireless	TELEPHONE	37.05
ELECTRIC	OFFICEMAX - HSBC BUS	SUPPLIES	98.91
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	174.69
ELECTRIC	SA FLEET - FLEET ONE	GAS	68.89
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	82.02
ELECTRIC	BRAD BUSSA	CLEANING SERVICE	184.60
ELECTRIC	SKARSHAUG TESTING LA	SUPPLIES	69.49
ELECTRIC	STAPLES OIL CO	FUEL DURING STORM DAMAGE	283.61
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	22.16
ELECTRIC	VOYAGER FLEET SERVIC	GAS	89.22
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM TOWING CO	REPAIR	25.00
ELECTRIC	ZIESKE LAND SURVEYIN	SERVICE	805.00
	Total for Department 182		4,262.98*
	Total for Fund 62		12,962.98*
	WENCK ASSOCIATES, IN	2013 STREET IMPROVEMENT	1,049.10
	Total for Department		1,049.10*
SEWER	AMERICAN PAYMENT CEN	PAYMENT DROP BOX SERVICE	24.75
SEWER	AMOCO OIL COMPANY	GAS	349.02
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	HAWKINS, INC	CHEMICALS	1,004.10
SEWER	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	240.62
SEWER	Verizon Wireless	TELEPHONE	60.76
SEWER	MN VALLEY TESTING	TESTING	604.40
SEWER	OVERHEAD DOOR COMPAN	REPAIR	338.68
SEWER	RUNNING'S SUPPLY	MAINTENANCE	306.94
SEWER	RYAN TREE SERVICE	STORM CLEAN UP	320.63
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	52.06
SEWER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	35.46
SEWER	VOYAGER FLEET SERVIC	GAS	298.15
SEWER	CARQUEST AUTO PARTS	MAINTENANCE	45.42
SEWER	WINDOM TOWING CO	SERVICE	21.38
	Total for Department 183		3,802.37*
	Total for Fund 63		4,851.47*
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	Verizon Wireless	TELEPHONE	50.62
ARENA	RUNNING'S SUPPLY	MAINTENANCE	117.64
ARENA	SA FLEET - FLEET ONE	GAS	50.79
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	76.38
ARENA	SHOPKO	SUPPLIES	29.58
ARENA	STONER INDUSTRIAL, I	SERVICE	19.10
ARENA	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	19.94
	Total for Department 184		442.05*
	Total for Fund 64		442.05*
	ELECTRIC FUND	EDA LOAN TO ELEC DEPT	790.74
	Total for Department		790.74*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	211.23
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	2.94
ECONOMIC DEVELOPMENT	ELECTRIC FUND	EDA LOAN TO ELEC DEPT	158.75
ECONOMIC DEVELOPMENT	SCHRAMEL LAW OFFICE	LEGAL FEES	570.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	52.67
ECONOMIC DEVELOPMENT	WENCK ASSOCIATES, IN NORTH INDUSTRIAL PARK		892.50
	Total for Department 187		1,888.09*
	Total for Fund 67		2,678.83*
	NATIONAL CABLE TV CO EQUIPMENT		12,616.53
	Total for Department		12,616.53*
TELECOMMUNICATIONS	AMERICAN PAYMENT CEN	PAYMENT DROP BOX SERVICE	24.75
TELECOMMUNICATIONS	BEMOBILE	SUPPLIES	69.45
TELECOMMUNICATIONS	BTN - BIG TEN NETWOR	SUBSCRIBER	3,926.30
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	16,451.75
TELECOMMUNICATIONS	FOX TELEVISION STATI	SUBSCRIBER	4,931.48
TELECOMMUNICATIONS	HP SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	240.63
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	446.00
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	271.33
TELECOMMUNICATIONS	MLB NETWORK	SUBSCRIBER	809.70
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	5,040.38
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	66,982.88
TELECOMMUNICATIONS	CENTURY LINK	LISTINGS	203.36
TELECOMMUNICATIONS	RFD TV	SUBSCRIBER	439.94
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	242.95
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	261.27
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	491.96
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	33.22
TELECOMMUNICATIONS	UNIVERSAL SERVICE AD	FEEES	2,137.95
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	547.97
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	CIRCUIT CHARGES	205.10
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	2,331.25
TELECOMMUNICATIONS	HURRICANE ELECTRIC L	TRANSIT SERVICE	1,000.00
TELECOMMUNICATIONS	POWER & TEL	EQUIPMENT	1,925.00
TELECOMMUNICATIONS	TULSAT	MAINTENANCE	2,788.00
	Total for Department 199		111,840.88*
	Total for Fund 69		124,457.41*
	COLLECTION SERVICES #CDDM013726		930.23
	Total for Department		930.23*
	Total for Fund 70		930.23*
	Grand Total		284,804.55*



Windom, MN

Expense Approval Report By Fund

Payment Dates 5/15/2013 - 5/15/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41310 - Administration					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-41310-131	1,034.01
QUILL CORP	2103076	05/15/2013	SUPPLIES	100-41310-200	128.24
SELECTACCOUNT	20130515	05/15/2013	PARTICIPANT FEE-MAY	100-41310-217	123.49
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-41310-480	390.50
Activity 41310 - Administration Total:					1,676.24
Activity: 41910 - Planning & Zoning					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-41910-131	402.17
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	SPECIAL SERVICE	100-41910-480	225.70
Activity 41910 - Planning & Zoning Total:					627.87
Activity: 41940 - City Hall					
CULLIGAN	102-100	05/14/2013	WATER	100-41940-480	15.07
Activity 41940 - City Hall Total:					15.07
Activity: 42120 - Crime Control					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-42120-131	5,897.50
MN BUREAU OF CRIMINAL AP	1131	05/15/2013	TRAINING	100-42120-308	50.00
ALPHA WIRELESS - MANKATO	662316	05/14/2013	MAINTENANCE	100-42120-323	153.00
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-42120-480	390.50
Activity 42120 - Crime Control Total:					6,491.00
Activity: 43100 - Streets					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-43100-131	3,331.71
JIFFY-JR. PRODUCTS	156500	05/15/2013	SUPPLIES	100-43100-211	280.33
PRAXAIR DISTRIBUTION INC	23678586-00	05/15/2013	SUPPLIES	100-43100-217	72.90
SVE LLC	22432	05/15/2013	ICE STORM CLEANUP-HIRE DU	100-43100-225	6,140.00
WINDOM COMMUNITY EDUC	20130515	05/15/2013	TRAINING	100-43100-308	59.00
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	100-43100-401	39.48
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	100-43100-404	71.79
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	100-43100-405	49.27
BLUE CROSS/BLUE SHIELD	20130515	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-43100-480	1,042.50
Activity 43100 - Streets Total:					11,086.98
Activity: 45120 - Recreation					
FAIRMONT BASEBALL ASSOCI	20130514	05/14/2013	LEAGUE FEE	100-45120-215	200.00
Activity 45120 - Recreation Total:					200.00
Activity: 45202 - Park Areas					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	100-45202-131	765.90
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	100-45202-404	6.35
Activity 45202 - Park Areas Total:					772.25
Fund 100 - GENERAL Total:					20,869.41
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
INGRAM	20130515	05/15/2013	BOOKS	211-45501-435	2,093.12
Activity 45501 - Library Total:					2,093.12
Fund 211 - LIBRARY Total:					2,093.12
Fund: 225 - AIRPORT					
TKDA ENGINEERS	002013001083	05/14/2013	HANGAR	225-19306	1,713.79
TKDA ENGINEERS	002013001106	05/14/2013	JET FUEL	225-19306	975.00
Fund 225 - AIRPORT Total:					2,688.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
EMERGENCY MEDICAL PROD	1549973	05/14/2013	SUPPLIES	235-42153-217	150.70
VAUGHN CORWIN	20130515	05/15/2013	EXPENSE	235-42153-334	73.89
KIM POWERS	20130515	05/15/2013	EXPENSE	235-42153-334	42.03
Activity 42153 - Ambulance Total:					266.62
Fund 235 - AMBULANCE Total:					266.62
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	250-46520-131	402.17
BRADLEY & DEIKE, P.A.	32832	05/14/2013	SERVICE	250-46520-304	493.00
GODFATHER'S PIZZA	137557	05/15/2013	MEETING EXPENSE	250-46520-438	31.24
Activity 46520 - EDA Total:					926.41
Fund 250 - EDA GENERAL Total:					926.41
Fund: 601 - WATER					
HYDRO TECH SERVICE	1019	05/15/2013	SERVICE REPAIR	601-16200	6,855.00
Activity: 49400 - Water					6,855.00
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	601-49400-131	2,364.73
HAWKINS, INC	3458877	05/14/2013	CHEMICALS	601-49400-216	399.50
HP SUDS CLUB, LLC	20130514	05/14/2013	BILLING CONTRACT SERVICE	601-49400-217	181.25
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	POSTAGE	601-49400-322	236.38
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	601-49400-326	809.79
SVOBODA EXCAVATING, INC	00005784	05/15/2013	REPAIR SERVICE	601-49400-402	750.00
HYDRO TECH SERVICE	1018	05/15/2013	SERVICE REPAIR	601-49400-404	1,215.00
CALIFORNIA CONTRACTORS S	65315	05/14/2013	SUPPLIES	601-49400-404	206.10
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	601-49400-405	-31.39
Activity 49400 - Water Total:					6,131.36
Fund 601 - WATER Total:					12,986.36
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	602-49450-131	2,632.84
STAPLES OIL CO	75307	05/15/2013	FUEL	602-49450-212	706.78
HP SUDS CLUB, LLC	20130514	05/14/2013	BILLING CONTRACT SERVICE	602-49450-217	181.25
MIKE HAUGEN	20130515	05/15/2013	EXPENSE	602-49450-308	40.00
MN VALLEY TESTING	651140	05/15/2013	TESTING	602-49450-310	27.00
MN VALLEY TESTING	651169	05/15/2013	TESTING	602-49450-310	146.20
MN VALLEY TESTING	651398	05/15/2013	TESTING	602-49450-310	111.20
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	POSTAGE	602-49450-322	236.38
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	602-49450-326	809.79
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	602-49450-404	76.76
CALIFORNIA CONTRACTORS S	65315	05/14/2013	SUPPLIES	602-49450-404	206.10
WINDOM TOWING CO	662786	05/15/2013	MAINTENANCE PARTS	602-49450-404	43.03
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	602-49450-405	10.87
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	602-49450-405	23.22
BLUE CROSS/BLUE SHIELD	20130515	05/15/2013	BLUE CROSS/BLUE SHIELD JU	602-49450-480	390.50
Activity 49450 - Sewer Total:					5,641.92
Fund 602 - SEWER Total:					5,641.92
Fund: 604 - ELECTRIC					
MILLERBERND MANUFACTURI	101524	05/15/2013	NWIP STREET LIGHTS	604-14200	2,805.47
RESCO	540143-00	05/15/2013	PARTS & SUPPLIES	604-14200	69.47
HERBALIFE	20130514	05/14/2013	REFUND-UTILITY PREPAYMEN	604-22000	214.02
ELECTRIC FUND	20130514	05/14/2013	C. Thedans/C. Eiyk-UTIL PRE	604-22000	61.95
ELECTRIC FUND	20130514BB	05/14/2013	BEDELU BEKELE-UTIL PREPAY	604-22000	75.18
ELECTRIC FUND	20130514H	05/14/2013	HERBALIFE-UTIL PREPAY TO A	604-22000	85.98
ELECTRIC FUND	20130514JL	05/14/2013	JOE LUGO-UTIL PREPAY TO AC	604-22000	156.81
ELECTRIC FUND	20130514YM	05/14/2013	YAHIRIN MARTINEZ-UTIL PRE	604-22000	125.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEDELU BEKELE	20130515	05/15/2013	REFUND-BALANCE OF UTILITY	604-22000	224.82
JOE LUGO	20130515JL	05/15/2013	REFUND-BALANCE OF UTILITY	604-22000	143.19
JOSE LOPEZ	20130515JL	05/15/2013	REFUND-UTILITY PREPAYMEN	604-22000	300.00
LISA THEDANS	20130515LT	05/15/2013	REFUND-BALANCE OF UTILITY	604-22000	238.05
MARIA SWANSON	20130515MS	05/15/2013	REFUND-UTILITY PREPAYMEN	604-22000	300.00
WINDOM AREA CHAMBER OF	20130515	05/15/2013	AUCTION SALES -	604-37499	10.00
					4,809.94

Activity: 49550 - Electric

BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	604-49550-131	5,045.38
HP SUDS CLUB, LLC	20130514	05/14/2013	BILLING CONTRACT SERVICE	604-49550-217	181.25
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	POSTAGE	604-49550-322	236.38
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	604-49550-326	1,670.18
HIGLEY FORD	120704	05/15/2013	MAINTENANCE	604-49550-405	496.21
MARK PETERSON	098319	05/15/2013	REPAIR SERVICE	604-49550-406	1,025.00
BANK MIDWEST	20130515	05/15/2013	NSF CHECKS - B.C. & T.M.	604-49550-480	155.09
					8,809.49

Activity 49550 - Electric Total: 8,809.49

Fund 604 - ELECTRIC Total: 13,619.43

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	609-49751-131	765.90
CULLIGAN	102-256	05/14/2013	WATER	609-49751-217	9.92
GOPHER ALARMS	33283	05/14/2013	ALARM MONITORING	609-49751-217	98.33
ENVIROMASTER, INC	503161	05/14/2013	CLEANING	609-49751-217	40.88
WIRTZ BEVERAGE MN WINE	1080030961	05/15/2013	MERCHANDISE	609-49751-251	3,208.57
JOHNSON BROS.	1554325	05/15/2013	MERCHANDISE	609-49751-251	4,192.58
JOHNSON BROS.	1554326	05/15/2013	MERCHANDISE	609-49751-251	2,333.40
WIRTZ BEVERAGE MN WINE	2080004863	05/15/2013	CREDIT - MERCHANDISE	609-49751-251	-78.01
PHILLIPS WINE & SPIRITS	2411716	05/15/2013	MERCHANDISE	609-49751-251	2,782.36
BEVERAGE WHOLESALERS	0453557	05/14/2013	MERCHANDISE	609-49751-252	7,498.07
HAGEN BEVERAGE DIST. INC.	251754	05/14/2013	06800	609-49751-252	3,271.10
HAGEN BEVERAGE DIST. INC.	251767	05/14/2013	MERCHANDISE	609-49751-252	-6.00
WIRTZ BEVERAGE MN WINE	1080030961	05/15/2013	MERCHANDISE	609-49751-253	592.00
PHILLIPS WINE & SPIRITS	2411717	05/15/2013	MERCHANDISE	609-49751-253	769.25
PHILLIPS WINE & SPIRITS	2411718	05/15/2013	MERCHANDISE	609-49751-253	528.00
WIRTZ BEVERAGE MN WINE	1080030961	05/15/2013	MERCHANDISE	609-49751-254	358.74
EXTREME BEVERAGE, LLC	221-99	05/14/2013	MERCHANDISE	609-49751-254	134.00
PHILLIPS WINE & SPIRITS	2411717	05/15/2013	MERCHANDISE	609-49751-254	88.45
AH HERMEL COMPANY	360731	05/14/2013	MERCHANDISE	609-49751-254	15.81
AH HERMEL COMPANY	360731	05/14/2013	MERCHANDISE	609-49751-256	31.18
BEVERAGE WHOLESALERS	0453557	05/14/2013	MERCHANDISE	609-49751-259	15.50
HAGEN BEVERAGE DIST. INC.	251754	05/14/2013	06800	609-49751-259	67.25
AH HERMEL COMPANY	360731	05/14/2013	MERCHANDISE	609-49751-261	44.64
WIRTZ BEVERAGE MN WINE	1080030961	05/15/2013	MERCHANDISE	609-49751-333	97.27
JOHNSON BROS.	1554325	05/15/2013	MERCHANDISE	609-49751-333	48.79
JOHNSON BROS.	1554326	05/15/2013	MERCHANDISE	609-49751-333	91.19
PHILLIPS WINE & SPIRITS	2411716	05/15/2013	MERCHANDISE	609-49751-333	45.34
PHILLIPS WINE & SPIRITS	2411717	05/15/2013	MERCHANDISE	609-49751-333	30.40
PHILLIPS WINE & SPIRITS	2411718	05/15/2013	MERCHANDISE	609-49751-333	16.00
BANK MIDWEST	20130515	05/15/2013	NSF CHECKS - B.C. & T.M.	609-49751-480	87.38
					27,178.29

Activity 49751 - Liquor Store Total: 27,178.29

Fund 609 - LIQUOR STORE Total: 27,178.29

Fund: 614 - TELECOM

BOND TRUST SERVICE CORP	19181	05/14/2013	2012B PRINCIPAL & INTEREST	614-23100	220,000.00
					220,000.00

Activity: 49870 - Telecom

BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	614-49870-131	4,049.80
BOND TRUST SERVICE CORP	19181-ADMIN	05/14/2013	2012B ADMIN FEE	614-49870-217	450.00
HP SUDS CLUB, LLC	20130514	05/14/2013	BILLING CONTRACT SERVICE	614-49870-217	181.25

Expense Approval Report

Payment Dates: 5/15/2013 - 5/15/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	614-49870-313	657.95
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	POSTAGE	614-49870-322	236.37
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	SPECIAL SERVICE	614-49870-326	128.18
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	614-49870-326	556.73
SOURCE ONE SOLUTIONS, LLC	3213	05/15/2013	UTILITY BILL - SERVICES	614-49870-326	556.73
NATIONAL CABLE TV COOP	SI-345135	05/15/2013	EQUIPMENT	614-49870-402	1,755.91
TECHNOLOGY PLANNERS, LLC	5319	05/15/2013	SERVICE	614-49870-404	840.00
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	614-49870-405	89.70
DISH NETWORK	20130514	05/14/2013	SERVICE	614-49870-442	3,400.00
TOWER DISTRIBUTION COMP	321757	05/15/2013	SUBSCRIBER	614-49870-442	531.24
SDN COMMUNICATIONS	115472	05/15/2013	SERVICE	614-49870-447	2,839.78
COGENT COMMUNICATIONS,	20130514	05/14/2013	SERVICE	614-49870-447	1,750.00
ONVOY VOICE SERVICES	130502008508	05/15/2013	SS7 SERVICE	614-49870-451	1,380.63
ONVOY VOICE SERVICES	130502010508	05/15/2013	SWITCHING SERVICE	614-49870-451	3,248.49
E-911	20130514	05/14/2013	SERVICE	614-49870-451	43.95
CENTURY LINK	1040021021-13116	05/15/2013	CARRIER ACCESS BILLING	614-49870-451	77.70
Activity 49870 - Telecom Total:					22,774.41
Activity: 49980 - Interest Expense					
BOND TRUST SERVICE CORP	19181	05/14/2013	2012B PRINCIPAL & INTEREST	614-49980-611	187,670.42
Activity 49980 - Interest Expense Total:					187,670.42
Fund 614 - TELECOM Total:					430,444.83
Fund: 615 - ARENA					
Activity: 49850 - Arena					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	615-49850-131	1,531.80
SM IRON/SALES	0029130	05/15/2013	MAINTENANCE	615-49850-217	350.00
Activity 49850 - Arena Total:					1,881.80
Fund 615 - ARENA Total:					1,881.80
Fund: 617 - M/P CENTER					
Activity: 49860 - M/P Center					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	617-49860-131	1,799.91
WINDOM AUTO VALU	20130515	05/15/2013	MAINTENANCE	617-49860-217	20.92
Activity 49860 - M/P Center Total:					1,820.83
Fund 617 - M/P CENTER Total:					1,820.83
Fund: 700 - PAYROLL					
BLUE CROSS/BLUE SHIELD	20130515B	05/15/2013	BLUE CROSS/BLUE SHIELD JU	700-21706	11,149.68
SELECTACCOUNT	20130515A	05/15/2013	FLEX SPENDING 5-7-13	700-21712	246.07
SELECTACCOUNT	20130515B	05/15/2013	FLEX SPENDING 5-14-13	700-21712	360.35
COLONIAL LIFE INSURANCE	8182644-0512068	05/14/2013	BCN E8182644 INSURANCE	700-21714	8.82
					11,764.92
Fund 700 - PAYROLL Total:					11,764.92
Grand Total:					532,182.73

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	20,869.41
211 - LIBRARY	2,093.12
225 - AIRPORT	2,688.79
235 - AMBULANCE	266.62
250 - EDA GENERAL	926.41
601 - WATER	12,986.36
602 - SEWER	5,641.92
604 - ELECTRIC	13,619.43
609 - LIQUOR STORE	27,178.29
614 - TELECOM	430,444.83
615 - ARENA	1,881.80
617 - M/P CENTER	1,820.83
700 - PAYROLL	11,764.92
Grand Total:	532,182.73

Account Summary

Account Number	Account Name	Payment Amount
100-41310-131	Employer Paid Insurance	1,034.01
100-41310-200	Office Supplies	128.24
100-41310-217	Other Operating Supplie	123.49
100-41310-480	Other Miscellaneous	390.50
100-41910-131	Employer Paid Insurance	402.17
100-41910-480	Other Miscellaneous	225.70
100-41940-480	Other Miscellaneous	15.07
100-42120-131	Employer Paid Insurance	5,897.50
100-42120-308	Training & Registrations	50.00
100-42120-323	Radio Units	153.00
100-42120-480	Other Miscellaneous	390.50
100-43100-131	Employer Paid Insurance	3,331.71
100-43100-211	Cleaning Supplies	280.33
100-43100-217	Other Operating Supplie	72.90
100-43100-225	Landscaping Materials	6,140.00
100-43100-308	Training & Registrations	59.00
100-43100-401	Repairs & Maint - Buildi	39.48
100-43100-404	Repairs & Maint - M&E	71.79
100-43100-405	Repairs & Maint - Vehicl	49.27
100-43100-480	Other Miscellaneous	1,042.50
100-45120-215	Materials & Equipment	200.00
100-45202-131	Employer Paid Insurance	765.90
100-45202-404	Repairs & Maint - M&E	6.35
211-45501-435	Books and Pamphlets	2,093.12
225-19306	Improvements Other Th	2,688.79
235-42153-217	Other Operating Supplie	150.70
235-42153-334	Meals/Lodging	115.92
250-46520-131	Employer Paid Insurance	402.17
250-46520-304	Legal Fees	493.00
250-46520-438	Meeting Expense	31.24
601-16200	Buildings	6,855.00
601-49400-131	Employer Paid Insurance	2,364.73
601-49400-216	Chemicals and Chemical	399.50
601-49400-217	Other Operating Supplie	181.25
601-49400-322	Postage	236.38
601-49400-326	Data Processing	809.79
601-49400-402	Repairs & Maint - Struct	750.00
601-49400-404	Repairs & Maint - M&E	1,421.10
601-49400-405	Repairs & Maint - Vehicl	-31.39
602-49450-131	Employer Paid Insurance	2,632.84

Account Summary

Account Number	Account Name	Payment Amount
602-49450-212	Motor Fuels	706.78
602-49450-217	Other Operating Supplie	181.25
602-49450-308	Training & Registrations	40.00
602-49450-310	Lab Testing	284.40
602-49450-322	Postage	236.38
602-49450-326	Data Processing	809.79
602-49450-404	Repairs & Maint - M&E	325.89
602-49450-405	Repairs & Maint - Vehicl	34.09
602-49450-480	Other Miscellaneous	390.50
604-14200	Inventory	2,874.94
604-22000	Deposits	1,925.00
604-37499	Electric Other Income	10.00
604-49550-131	Employer Paid Insurance	5,045.38
604-49550-217	Other Operating Supplie	181.25
604-49550-322	Postage	236.38
604-49550-326	Data Processing	1,670.18
604-49550-405	Repairs & Maint - Vehicl	496.21
604-49550-406	Repairs & Maint - Groun	1,025.00
604-49550-480	Other Miscellaneous	155.09
609-49751-131	Employer Paid Insurance	765.90
609-49751-217	Other Operating Supplie	149.13
609-49751-251	Liquor	12,438.90
609-49751-252	Beer	10,763.17
609-49751-253	Wine	1,889.25
609-49751-254	Soft Drinks & Mix	597.00
609-49751-256	Tobacco Products	31.18
609-49751-259	Non- Alcoholic	82.75
609-49751-261	Other Merchandise	44.64
609-49751-333	Freight and Express	328.99
609-49751-480	Other Miscellaneous	87.38
614-23100	Bond Payable - Noncurr	220,000.00
614-49870-131	Employer Paid Insurance	4,049.80
614-49870-217	Other Operating Supplie	631.25
614-49870-313	Billing Service	657.95
614-49870-322	Postage	236.37
614-49870-326	Data Processing	1,241.64
614-49870-402	Repairs & Maint - Struct	1,755.91
614-49870-404	Repairs & Maint - M&E	840.00
614-49870-405	Repairs & Maint - Vehicl	89.70
614-49870-442	Subscriber Fees	3,931.24
614-49870-447	Internet Expense	4,589.78
614-49870-451	Call Completion	4,750.77
614-49980-611	Bond Interest	187,670.42
615-49850-131	Employer Paid Insurance	1,531.80
615-49850-217	Other Operating Supplie	350.00
617-49860-131	Employer Paid Insurance	1,799.91
617-49860-217	Other Operating Supplie	20.92
700-21706	Medical insurance	11,149.68
700-21712	Flex Account	606.42
700-21714	Individual Insurance-Col	8.82
	Grand Total:	532,182.73

Project Account Summary

Project Account Key	Payment Amount
None	121,823.52
2012Blnt	187,670.42
2012BPrin	220,000.00
HangarExp	2,688.79

Project Account Summary

Project Account Key
HangarExp

Payment Amount

Grand Total:

532,182.73

0.00 *

531 940.26 *

242.47 *

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OK - 5/17/13
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