

Council Meeting
Tuesday, November 4, 2014
City Council Chambers
8:05 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–October 21, 2014
2. Consent Agenda
 - Minutes
 - Telecom Commission - October 21, 2014
 - Emergency Services Building Committee – October 23, 2014
 - Community Center Commission – October 27, 2014
 - Utility Commission – October 30, 2014
3. Department Heads
4. Diane Kruger – Invoice Related to the Nuisance Ordinance
5. Personnel Recommendation
 - Street/Park Maintenance Worker
 - Street/Park Foreman
6. Utility Prepayment Policy Resolution
7. Call for Bids – Water and Electric Meter Replacement Projects
8. Employee Wellness Pilot Program Agreement
9. Lutheran Social Service Site Agreement Renewal
10. Northland Securities Letter of Engagement – Hospital Bonds
11. Telecom Master Services Agreement
12. New Business
 - 2013 Street Project – Update
13. Old Business
 - Closed Session – Sherbrooke Turf Litigation
14. Regular Bills
15. Council Concerns
16. Set Date to Canvas Election Returns and Declare the Results of the Election
17. Adjourn/Recess



**Regular Council Meeting
Windom City Hall, Council Chamber
October 21, 2014
7:30 p.m.**

1. Call to Order:

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

2. Roll Call:
- | | |
|---------------------|--|
| Mayor: | Corey Maricle |
| Council Present: | Brian Cooley, Dominic Jones and Bradley Powers |
| Council Absent: | Kelsey Fossing and JoAnn Ray |
| City Staff Present: | Steve Nasby, City Administrator; Marv Grunig, Electric Utility Manager; Jim Kartes, Building Official; Al Baloun, Recreation Director; Mark Stevens, Assistant Fire Chief; Tim Hacker, Ambulance Director and Jeremy Rolfes, Telecom |

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Powers second by Cooley to approve the City Council minutes from October 7, 2014. Motion carried 3 – 0 (Fossing and Ray absent).

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Housing & Redevelopment Authority – September 10, 2014 and October 8, 2014
- Parks & Recreation Commission – October 8, 2014
- Economic Development Authority – October 13, 2014
- Planning & Zoning Commission – October 14, 2014
- Library Board – October 14, 2014

Motion by Jones second by Powers to accept the receipt of minutes from the Boards and Commissions. Motion carried 3 – 0 (Fossing and Ray absent).

Maricle said there were multiple applications for vendor\solicitation permits. The individuals are as follows:

William Laird	Chad Laird	Christopher Delay
Dereck Guse	Zachary Stewart	Nathan Bauwens

Motion by Powers second by Cooley to approve the vendor solicitation permits as presented. Motion passed 3 – 0 (Fossing and Ray absent).

6. Department Heads:

Marv Grunig, Electric Utility Superintendent, said that the Department has installed about 130 LED lights along Highways 60/71 in town and several on other streets. The cost was approximately \$30,000 and the savings will be 80,000 kilowatts a year that will reduce the street lighting bill by \$6,000 a year. There will also be cost savings on maintenance as the LED lights have a 23 year life expectancy. He noted that less maintenance will also be safer for the City electric crew not having to put themselves and trucks into the traffic lanes. Grunig said LED lights are also on Highway 62 and 6th Avenue and at the industrial park.

Jim Kartes, Building Official, informed the Council that the Planning & Zoning Commission had met to review and discuss the codes and rules related to regulating fences as requested by the Council. The consensus of the Planning & Zoning Commission is that the process should be left “as is” and no permitting of fences is needed.

7. Electric Department – 5 x 16 Energy Purchase Update:

Grunig said that the agreement for energy purchases through CMMPA regarding the 5 x 16 contract for peak power had been completed. The current price on the existing contract is \$67.50/mwh and this runs through 2015. Starting in 2016 the new contracted power will cost \$45.70/mwh, but this is only about nine percent of the city’s total power load so the price reduction will be about \$2 per residential customer and that savings could be mitigated due to other factors such as transmission costs. The new contract will run from 2016-2020.

Powers asked if the Utility Commission had reviewed and recommended this 5 x 16 agreement. Grunig said they had approved the agreement.

8. Parks and Recreation Commission Recommendation – Arena Ice Rates:

Al Baloun, Recreation Director, said that all of the ice rates are being adjusted that will include the Windom Youth Hockey Association, Figure Skating, passes and daily admissions. The Parks & Recreation Commission has approved the rate adjustments.

Jones asked if the increases reflect increased costs of goods and services. Baloun said the increase is four percent and the rates had not been adjusted for two ice seasons so the rate increase was to cover costs.

Council member Jones introduced the Resolution No. 2014-47, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR PARK AND RECREATION FACILITIES” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Powers, Jones and Cooley. Nay: None. Absent: Fossing and Ray. Abstain: None. Resolution passed 3 – 0.

Cooley asked what the “old timers” program is. Baloun replied that it is the name the adult hockey group calls themselves. These are all post-high school age participants.

9. Hospital Bonds Series 2014A – Resolution Establishing a Pricing Committee:

Nasby said that the request for proposals for the hospital bonds had been received and reviewed by Gerri Burmeister, Hospital CEO, Kim Armstrong, Hospital CFO, Mayor Maricle and himself along with the financial advisors from Ehlers and Associates. There were about a dozen proposals including both private and public placements and a variety of financing terms. The recommendation is to proceed with the offer from Northland Securities. The proposed resolution sets out terms and parameters for Northland Securities in offering the revenue bonds for the hospital project and names a pricing committee to review that information prior to action by the Council selling the bonds.

Council member Cooley introduced the Resolution No. 2014-48, entitled “RESOLUTION REGARDING THE ISSUANCE OF GROSS REVENUE HOSPITAL BONDS, SERIES 2014A, AND ESTABLISHING A PRICING COMMITTEE THEREFOR” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Cooley, Powers and Jones. Nay: None. Absent: Fossing and Ray. Abstain: None. Resolution passed 3 – 0.

Maricle asked Gerri Burmeister, Hospital CEO, to give the Council an update on the construction project. Burmeister said that the change to the new employee parking lot had been done and work is focused on the access roads and helipad. The steel and steel erection crews are scheduled to arrive on January 7, 2015.

10. Emergency Services Building Preferred Site Location Discussion:

Maricle said this is an opportunity for the Council members to provide any new information or ask additional questions regarding the proposed site at Witt Park. He asked the Council if they had gotten public input since this was discussed at the October 7th Council meeting.

Tim Hacker, Ambulance Director, said that he had some citizens talk to him and the response was mostly positive and there were some concerned about the park. He noted that since the last Council meeting the Parks & Recreation Commission had met and they are supportive of the new facility location at Witt Park.

Maricle said that the City Attorney had looked into the possible re-use of the park for the proposed facility and there did not appear to be any issues.

Jones said that he read in the Parks & Recreation Commission minutes that they had recommended the whole site be turned over for the emergency services facility and he is agreeable with using the whole lot, but the architect will need to do their work to see what is possible. There are easements for utilities and that has to be addressed. The costs of the proposed building will be a factor as well.

Preliminary

Cooley said that the Parks & Recreation Commission as well as the citizens he has spoken to acknowledge it is hard to lose a park but the benefits to the public for the emergency services facilities outweigh the loss.

Hacker said the footprint of the building is yet unknown. There will be space needed for parking, easements, utilities, aprons and the building; however, if they can incorporate some green space in the design that will be important.

Powers noted there may be some green space created if there is a retention pond and areas set aside for future expansion.

Colley said that moving the playground equipment to Dynamite Park would be a benefit to that neighborhood. The tennis courts could be moved to Cottonwood Lake Park and possibly the Witt family name incorporated with some aspect of that park.

Jones said there needs to be a confirmation of where to start and the facility planning will be the next step. The park is used by a number of people and there is a need to plan for potential expansions of the proposed building and may be the Cottonwood County law enforcement building (LEC).

Mark Stevens, Assistant Fire Chief, said that the LEC and go north or add a floor as the most likely expansion areas.

Hacker said there will be no connection to the proposed building and the LEC.

Cooley noted the LEC does not have any additional land on the park side of the building.

Motion by Cooley second by Powers to name Witt Park as the preferred site location for the proposed emergency services facility. Motion carried 3 – 0 (Fossing and Ray absent).

11. New Business:

Jones said that there were reports and information related to telecom royalty and copyright fees that he would like to bring up for information and action.

Nasby said the reports are semi-annual reports and fees sent to the Library of Congress and the costs are going up due to a higher classification based on system revenue. The costs are going up from about \$6,000 to over \$16,000.

Jones said this information is coming to the Council as it is a much higher cost for telecom and that authorization is needed so the Telecom Manager can sign the reports. This royalty and copyright fee is only one of the increasing costs as there are 11 retransmission agreements coming up and the programming fees are going up quickly. The programmers are taking huge price increases so the price of television will be going up.

Motion by Jones second by Cooley to approve the submission of the royalty and copyright reports and to authorize Dan Olsen, Telecom Manager, to sign them. Motion carried 3 – 0 (Fossing and Ray absent).

Jones thanked Denise Nichols for all her work on the regulatory reports.

Powers asked if the telecom system will see more of these fees. Nasby replied that the costs are on-going and regular, but the reason it was coming to the Council was due to the significant increase in cost.

Jones said there may be some reduction in the copyright fees in 2015 when the station WGN changes categories.

Cooley noted that Windom belongs to the national TV coop so that helps to keep costs down on programming as much as possible, but programming costs will be going up.

Jones said the retransmission agreements coming up are three year deals and are exclusive vendors to Windom so these will be deals the City will need to make.

Powers said the telecom system cannot continue to absorb the programming fee increases.

Cooley said that the cable TV rates Windomnet charges will have to go up.

Jones said that some federal legislation may help, but not in the near term.

Cooley said that in the past channels were gotten off-air but that is now costing money too.

Powers asked if channels could be eliminated to keep price increases lower. Jones replied that this may be possible, but it is a future discussion.

Maricle noted that a national carrier has dropped Turner TV channels.

Maricle confirmed that the November 4, 2014 City Council meeting will start at 8:05 pm due to the elections.

12. Old Business:

Maricle said that the Council still needs to complete the capital planning for the budget and the suggested October 28th date did not work. He asked if October 29 or 30 would work for the Council. Consensus was that October 30th will be the 2014 budget meeting at 7:00 pm.

13. Regular Bills:

Motion by Powers seconded by Cooley to approve the regular bills. Motion carried 3 – 0 (Fossing and Ray absent).

14. Council Concerns:

Cooley said that on-street parking by vehicles; campers and other items for long periods of time create hazards especially if they are parked close to intersections. He asked what the law was on street parking. Nasby said that he thought it was three days.

Jones said that there is a growth of weeds down by the river next to the liquor store and has asked the Fire Department if they can burn it.

Maricle asked Baloun if there are still storage spaces available at the Arena given the item raised by Mr. Cooley. Baloun replied that there are a few spaces left and anyone interested in a storage spot should contact him during business hours at 822-0514.

15. Adjourn:

Maricle adjourned the meeting by unanimous consent at 8:19 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

Telecommunications Commission Meeting

Oct. 21th, 2014

11:30 A.M.

I. Call to Order :

Forrest called the meeting to Order @ 11:37 a.m.

II. Roll Call:

Commissioners Present: Virgil Meier, Forrest Fosheim, Dominic Jones, Jeremy Lund

Commissioners Absent: Brian Cooley

City Staff: Dan Olsen, Londa Fosheim, Denise Nichols

III. Copyright Filing – Denise Nichols:

Copyright filings are filed with the Library of Congress. Denise explained to the Commissioners that the form for filing is now a long form and is filed semiannually. Denise explained to the Commissioners how the fees are figured now with SMBS involved with Windomnet. SMBS will get billed for their portion on the fees.

Denise needs a signature before she can send the form back in.

A motion was made by Dominic to send the report to City Council for approval and to get an approval for Dan to sign the Report.

2nd Virgil All in Favor

IV. Master Service Agreement:

Dan recommended to just go back to the original agreement with the changes made to Exhibit D for pricing decrease for Internet Connectivity from \$10 to \$9.

A motion by Virgil was made to send renewal of the Master Service Agreement to City Council for approval.

2nd Dominic All in Favor

V. Retransmission Agreements:

Dan stated that the retransmission agreements are starting to come in. Dan has been working with the stations and the agreements. Dan is anticipating that the agreements may run right up to the cut off and if they are not signed and agreed upon that those stations will have to be shut off. Rates are going up and negotiations will be rough. . Dan stated that Windomnet will need to raise rates to be able to cover costs. Dan stated that a lawyer will have to be hired again this year to help with the negotiations.

Dominic suggested that once the prices start coming in that City Council should get a recommendation to give Dan to power to sign the agreements if they fall into a price increase range the Commissioners ok beforehand.

The commissioners would like to see a spreadsheet of what is being paid now and what the new prices of the agreements are coming in at.

Windomnet prices will be going up due to the cost of the agreements going up.

VI. Update On MPBA:

Dan has had to sessions with the MN Public Broadband Association so far. The \$2000.00 submitted to be paid was held back by City Council. Dan stated the \$2000.00 was to get organized, hire someone to do marketing, big benefit will be shared resources with other companies to keep costs down, help to build the alliance so that they can spearhead broadband to give them a voice as one, to get information out to legislatures. Dan will submit a new bill with description that it is for the development of a new potential association to City Hall for approval.

VII. Managers' Report:

Dan has been in talks with a company that would like to have access to a spare duct that Windomnet has going under the river. This would be a path from Windom to Omaha with the company using 5 and Windomnet using 1 of the ducts in the 6 duct bank. Windomnet would charge a cross connect fee which is a monthly fee of \$150.00.

Dominic made a motion to allow Neutral Path access to spare duct with Windomnet using 1 of the 6 in the duct bank

2nd by Jeremy All in Favor

Dan is in talked with Lismore for a tower site to bring the Sioux Falls, SD off airs to Windomnet. An Agreement with Lismore still needs to be signed. The tower will be cemented in the next few days.

FCC Data Collection – Dan stated that this agreement will take 200 + hours to do it the right way. Dan also stated that it doesn't really need to be done by Windomnet as we are the "last mile". The form is brutal, we may need to do a budget amendment to hire someone to file this form. SMBS will have to file their own form for this.

EDA Project – Dan stated that we will have a 400 foot drop out at the Windom industrial Park on Hwy 71. This will not be a new customer just a move for an existing one.

Dan stated NNI Connections keep coming in

Dan talked to the Commissioners of Netflix and Google Cache and the huge bandwidth issues.

CAF Connect America Funds, Dan stated that it can be bid on in chunks now.

A request was made to set up monthly meeting dates. Commissioners decided on the 4th Tues of every month.

VIII. Adjourn:

Meeting was adjourned at 1:27

Next Meeting Scheduled is Nov 18th by the Commissioner.

Emergency Services Building Committee Minutes October 23, 2014

The Windom Emergency Services Committee met on October 23, 2014, at 7:00 p.m. at the Windom City Council Chambers. Members present were Dan Ortmann, Mark Stevens, Kevin Heggseth, Brian Cooley and Jim Axford; City Staff Steve Nasby and Denise Nichols. Absent: Gary Olson, Tim Hacker and Corey Maricle.

Members of the public attending the meeting included Marcus Erickson-Architect, Rahn Larson, Cottonwood County Citizen, Ben Derickson and Jordan Bussa.

1. **Call to Order** – Chair Ortmann called the meeting to order.
2. **Approval of Minutes – M/S/P: Motion made by Axford, seconded by Stevens, to approve the minutes of the September 30, 2014, meeting as written. Ayes – 5, Nays – 0.**
3. **Preliminary Discussion with Architect** – Chair Ortmann updated the Committee regarding the City Council's action on the recommendation from the Committee to select Witt Park as the facility site. The City Council has approved the site as the preferred site for the new Emergency Services facility.

Ortmann noted the next step is to develop a design and a cost analysis. Ortmann distributed and reviewed a list of proposed specifications to include in the building. Also included was a list of fixtures and equipment. The list was developed by Ortmann and Ambulance Director Tim Hacker. Ortmann also provided a list of the current vehicle inventory for fire and ambulance and the size of each of the vehicles. Ortmann noted that the current lockers in the fire hall would be reused and the fire department has an apple smart system that would be used in the new facility.

During the discussion it was agreed that the building would need to be economical and expandable for future needs. Erickson questioned if a type of heating system had been selected? Erickson was informed that the type of heating system had not been designated by the Committee.

Also discussed was the type of structure for the exterior of the building and cost comparison for pre-cast and metal buildings. Ortmann questioned if structural standards could be met with a metal building. Erickson confirmed that structural standards would not be an issue with a metal building. Ortmann requested that estimates provide costs for both pre-cast and steel so that a cost comparison of both types of exteriors can be reviewed by the committee.

Ortmann shared a rough floor plan of a fire hall that was designed as a two-story building. Erickson told the Committee that a two-story building would need to meet ADA requirements. These requirements would include a vertical lift of some type. The second story would need to have two exits.

Erickson informed the Committee that construction costs have been averaging about \$150/sq. ft. A 10,000 sq. ft. building would be around \$1.5 Million. He questioned if a budget for the building had been established? Ortmann and Nasby responded that an approximate size was 20,000 sq. ft. with a cost estimate of \$2.1 Million. He noted that there has to be a balance between the cost and marketability to the public. The Committee discussed the number of parking bays and the approximate size of the building based on the number of parking bays.

Erickson questioned if the Committee had a preference for the orientation of the building on the site. The orientation of the building was discussed and the need for approximately 40 parking spaces. Ortmann noted when designing the building the convenience for access and parking for the ambulance should be a priority since their call volume is much higher than the fire departments call volume. Erickson requested that a site survey of the site be completed. City Administrator Nasby will contact Zieske to complete a site survey.

Member Axford excused himself due to prior commitments.

Ortmann told the Committee that he would like to set up site visits of 4-5 fire halls. He would like to have the visits scheduled for a Saturday.

4. **Other Business** – The Committee reviewed the letter from JoAnn Kaiser and her offer to donate property for the Emergency Services building. After reviewing the location of the property, it was determined that the property location was not an option for the location of the facility.

The question was asked regarding the amount that would be designated as the Township's portion of the project. Ortmann commented that it has not been determined what portion of the cost of the project will be the responsibility of the Townships. Until more cost information is obtained, a cost for the Townships cannot be determined. He stressed that the amount assessed the Townships will be based on a fair formula.

Next meeting – Site visits – Ortmann will identify fire hall locations and will organize site visits.

5. **Adjourn – M/S/P: Motion by Stevens, seconded by Cooley, to adjourn the meeting. Ayes – 4. Nays – 0.**

Community Center Commission Minutes
Monday October 27, 2014

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:30 p.m.

2. Roll Call:

President:	Wayne Maras
CC Director:	Brad Bussa
Commission Members:	Linda Stuckenbroker-Absent Kelly Woizeschke Mitch Voehl Lenny Thiner
Commission Liaisons:	Brian Cooley Bruce Caldwell-Absent Jo Ann Ray-Absent
EDA Director:	Aaron Backman
Public:	

3. Approval of Minutes:

Motion by Lenny Thiner, seconded by Mitch Voehl to approve the August 26, 2014 Community Center Commission Minutes. Motion carried 4-0

4. Additions to the agenda:

Nothing to Report

5. Correspondence:

Nothing to Report

6. President's Report:

Nothing to Report

7. Director's Report:

- Commission went over WCC schedule, stated very busy and went over events
- Career Fair-Aaron Backman went over the response, Community still calling in, expect 600 people with 7 different schools coming. The purpose is for kids to know there are careers here and can come back to this area to move back and live.
- WCC Director Bussa asked the Commission to bring back ideas to go over Goals to look into the future.

8. Resource Management:

Schedule of Events: Reviewed new bookings

Income & Expense: Commission looked over Income and Expense

9. Miscellaneous:

Nothing to Report

10. Open Forum:

Nothing to Report

11. Next Meeting:

Monday November 24, 2014 @ 5:30 pm

Adjourn:

Motion by Kelly Woizeschke, seconded by Mitch Voehl, to adjourn the meeting at 6:45pm. Motion carried 4-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

UTILITY COMMISSION MINUTES
Windom Council Chamber
October 30, 2014

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on October 30, 2014 in the Windom Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Glen Francis, Tom Riordan
Member Absent:
City Council Liaison: Dominic Jones, Present
Staff Present: Chelsie Carlson, Finance Director, Marv Grunig, Electric Utility Manager; Brent Brown, Electric Superintendent, Mike Haugen, Water / Wastewater Superintendent

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the September 24, 2014 Utility Commission minutes as presented. Motion carried 3 – 0.

NEW BUSINESS

Metering and Technology Solutions Presentation – Steve Mereness and Dan McGrane presented Water Utility Solutions with the Commission. The Electric and Water Utility will be pursuing Automatic Meter Reading and this presentation reviewed badger water meters and the different levels of technology available for water meters. Both solid state meters as well as positive displacement meters were discussed. The meters presented were all compatible with our current Itron technology. It was also noted that our current meters can be adapted for use with Automatic Meter Reading.

Bid Specs for Water and Electric Meter Project – The Commission reviewed the Bid and Specs documents for Water and Electric Meter Replacement and Automated Reading Equipment. Brown explained the Electric and Water equipment would be bid separately. It was determined this would be the best option cost wise as well as allow each utility to determine what equipment is best for their needs. The Commission discussed adding a flow rate specification to the Water Spec document.

Motion by Francis, seconded by Riordan, to approve the Bid Specs for Water and Electric Meter Reading Equipment with the addition of a flow rate specification on the Water Specs. Motion carried 3 – 0.

WATER/WASTEWATER ITEMS

Cottonwood Veterinary Clinic – The Commission was informed that the Cottonwood Veterinary Clinic has interest in annexation. They received a copy of the cost estimate that was provided to the Cottonwood Veterinary Clinic for connecting to water and sanitary sewer. It was discussed that grant funds may be available if property is within the Wellhead Protection Plan area.

Wellhead Protection Plan– Haugen updated the Commission on the status of the Wellhead Protection Plan. There was a scoping meeting held on September 15, 2014 for Part II of the Wellhead Protection Plan. The required public meeting was held on October 7, 2014. The City of Windom has until December 16, 2015 to complete the Wellhead Protection Plan.

MPCA Petroleum Tank Release Site File Closure – The Commission was give notification from MPCA that the investigation has adequately addressed the petroleum tank release at the City of Windom Wastewater Treatment Facility and the file has been closed.

ELECTRIC ITEMS

The Commission discussed the results of a MMUA salary survey for member utilities.

REGULAR BILLS

Haugen noted the bill from Wenck for Wellhead Protection Plan update is an over-run on the project and approval was not obtained by the Commission. More information will be provided at the next Commission meeting.

OLD BUSINESS

Peterson Feed Mill – Haugen informed the Commission that Peterson signed the assessment for the work done to the water main and curb box to allow hook-up to City water.

Utility Service Pre-Payments – The Commission discussed modifications to the Utility Pre-Payment policy for utility services provided to property renters/contract for deed purchasers. The modifications allow a waiver of the pre-payment to a customer in good standing that changes status from owner to renter or a rental customer in good standing that changes address.

Riordan introduced Resolution #UT 2014-09-1 entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR AN ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Francis and on a roll call vote: Aye: Francis, Riordan, and Schwalbach. Nay: None. Resolution passed 3-0.

Sewer Extension Rates – The Commission agreed the flat rate quoted for annexing City Sewer service is reasonable. No additional discussion is needed at this time.

ADJOURN

Schwalbach adjourned the meeting at 11:55 a.m. Next meeting November 26, 2014.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Date/Time received: 10.21.14 12:55

Agenda Request Form

(This form can be used only once a month by the same individual(s). It is not a venue to bypass policies and procedures of city commissions and committees.)

Name: Diane Kruger Telephone No: 831-3447

Address: 605 Prospect Avenue, Windom, MN 56101-1747

Date of Council Meeting: November 4, 2014 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: Invoice related to the Nuisance ordinance.

Have you brought this to the attention of the appropriate department head? _____
Committee? yes

Hand-outs, audio-visual materials (These must be simple and set up directly before you speak and taken down directly afterward): yes

This format gives citizens an opportunity to express concerns to the council without expectation of discussion or action. No more than two (2) people should speak on the same topic at one meeting. Remarks should not exceed five (5) minutes per person. They should be directed to the council as a whole and not to any individual member or department head.

Diane L. Kruger
Signature

SECTION 33.08 NUISANCE BOARD

A. Establishment and Composition:

A Nuisance Board which shall be comprised of 3 members, all of whom shall be residents of the City and shall serve staggered 3 year terms is hereby established. All appointments for a full term or to fill a vacancy for an unexpired term shall be made by the Mayor with the approval of the council and a member may be removed in the same manner for misconduct or neglect. No more than one council member shall be a member of the Board. Members shall receive no compensation for their services, but may be reimbursed for actual and necessary travel expenses incurred in the discharge of Board duties and activities.

B. Officers and Proceedings:

The Board shall elect one of its members as chairperson. The Building and Zoning Administrator's office shall keep an accurate record of its proceedings. Meetings will be held at the call of the Building and Zoning Administrator after an owner of real estate in the City requests a hearing to determine if a Nuisance (as defined by Section 90.07 (A)) exists on the owner's real estate.

C. Duties:

The Nuisance Board shall conduct a hearing, as soon as practicable, whenever an owner of real estate wants to contest that a Nuisance exists on his/her real estate. The Board shall consider both written and oral testimony at the hearing. Following the close of the hearing the Board shall mail its decision to the owner within 10 calendar days following the hearing.

If the Nuisance Board determines that a Nuisance exists the Board shall inform the owner of what is required to abate the Nuisance and the amount of time the owner has to abate the Nuisance. The notice shall also inform the owner that if the Nuisance is not abated within the time specified, the City has the right to abate the Nuisance and recover all costs including administrative costs to abate the Nuisance in the manner provided at Section 90.07 (D).

April 16, 2014



Diane Kruger
605 Prospect Avenue
Windom, MN 56101

Re: City Code Violations –605 Prospect Avenue & 617 Prospect Avenue

Dear Ms. Kruger:

Our office has received a complaint concerning the accumulations of miscellaneous junk items on the properties at 605 Prospect Avenue and 617 Prospect Avenue. This letter is to advise you that you are in violation of City Code Title IX, Chapter 90.

This violation has occurred because you have allowed and continue to allow the placement of miscellaneous junk items on the property including, but not limited to, tires, paint cans, computer monitors, bath tub, sinks, countertops, scrap wood, scrap lumber, doors, insulation, block, windows, metal pipes, pallets, fencing, barrels, drapes, furniture, carts, chairs, plastic pails and bottles, plastic tubs, pots and containers, muffler, plastic sheeting and tarps, branches, brush, and other miscellaneous items too numerous to mention located in the yards at 605 Prospect Avenue and 617 Prospect Avenue. The continued placement and storage of these items anywhere in your yards constitute violations of Sections 90.02(D) and 90.04(J) of the Windom City Code. In addition, the accumulations pose a health hazard because of their potential for housing vermin.

All of the junk items, including the electronic items (computer monitors), need to be removed from the property at 605 Prospect Avenue and 617 Prospect Avenue. These items cannot be relocated on the property, but must be removed.

You are hereby notified that you have until Monday, May 12, 2014, at noon in which to take corrective action and come into compliance with the City Code by removing the junk items listed above and the other miscellaneous junk items from the yards at 605 Prospect Avenue and 617 Prospect Avenue. This does not mean moving these items to another location on the yard. These items need to be removed from the outdoor area of the property and disposed of properly. These items may be disposed of at the Cottonwood County Landfill for a fee. The landfill is open on Monday through Friday from 10:00 a.m. to 2:00 p.m. The landfill is also open on the first and third Saturdays of each month from 8:00 a.m. to noon. The landfill should be open Saturday, April 19, 2014, from 8:00 a.m. to noon. Please stop at the building by the scale and the staff can assist you with the computer monitors, paint cans and tires, and advise where the other items are to be taken. If you need directions to the landfill, please contact 831-3781 or 831-2441.

The Citywide Spring Cleanup will be held in your area on Saturday, May 3, 2014. Enclosed is a list of items that can be placed on the boulevard for that cleanup date. The Citywide appliance and electronics pickup is scheduled for Saturday, May 10, 2014. If you decide to place the computer monitors on the boulevard for pickup on May 10th, you will need to come into City Hall and purchase a sticker for the monitors, etc. by May 8, 2014. During the spring cleanup, they will not pick up tires, scrap wood and scrap construction debris, bath tub, paint cans, and other items listed on the enclosed sheet. These will need to be disposed of at the County Landfill.



ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM ♦ BUILDING AND ZONING OFFICE

444 Ninth Street • PO Box 38 • Windom, MN 56101

Phone: 507-831-6125

Fax: 507-831-6142

Diane Kruger
April 16, 2014
Page Two

You are further notified that you have the right to request a hearing before the Windom Nuisance Board and allow this Board to determine whether in fact a nuisance does exist on your property. If you wish to request a hearing before the Windom Nuisance Board, you must mail or deliver a written request for such a hearing to the Windom Building & Zoning Office, 444 Ninth Street, P. O. Box 38, Windom, MN 56101. This written request must be received on or before May 12, 2014, for your request for hearing to be valid. If your written request for a hearing is received by the above date, a hearing will be scheduled before the Windom Nuisance Board; and you will be sent a written notice advising you of the date, time and place for this hearing. You may appear in person at this hearing or present a written statement in time for consideration at the hearing.

If you fail to abate the nuisance or request a hearing by the Windom Nuisance Board within the time and manner set forth in this letter, the City of Windom, in its discretion, may have the nuisance on your property abated (removed). You will then be responsible for the payment of a minimum charge of \$250.00. This charge includes administrative fees of \$150.00 and the actual costs of abatement of the nuisance which will be billed at a minimum charge of \$100.00. If the costs to abate the nuisance are in excess of \$100.00, you will also be billed for the additional amount of these costs.

If you do not pay these administrative fees and abatement costs in a timely manner, the City may hold a public hearing and certify these costs as special assessments against your property.

If you do request a hearing as set forth above, at the time of hearing the Windom Nuisance Board will consider the evidence presented by the City's Building & Zoning Official, any evidence which you (as owner of the property) present, and any other evidence presented (either oral or written) and make a decision concerning the existence of a nuisance on your property. If the Nuisance Board determines that a nuisance does exist, a written copy of their decision will be mailed to you advising you of what is required to abate the nuisance and the amount of time you have to abate the nuisance. You will also be responsible for payment of administrative fees in the amount of \$150.00. ★

If you fail to abate the nuisance following a hearing by the Windom Nuisance Board at which they determine a nuisance exists on your property, the City of Windom, in its discretion, may have the nuisance on your property abated (removed). If the City abates the nuisance on your property, you will be billed a minimum charge of \$250.00. This charge includes administrative fees of \$150.00 and the actual costs of abatement of the nuisance which will be billed at a minimum charge of \$100.00. If the costs to abate the nuisance are in excess of \$100.00, you will also be billed for the additional amount of these costs.

If you do not pay these administrative fees and abatement costs in a timely manner, the City may hold a public hearing and certify these costs as special assessments against your property.

Should you have any questions concerning this letter or the cleanup deadline, or concerning what needs to be done to come into compliance with the City Code, or concerning the hearing process, or if you need additional time to clean up the property, please contact me at 832-8660.

Sincerely,

CITY OF WINDOM



James Kartes, Building & Zoning Official

WINDOM'S 2014 CITYWIDE SPRING CLEANUP

Windom's "Spring Cleanup" is scheduled for your area on Saturday, May 3, 2014. Items will be picked up from the curb and should be placed on the boulevard by the curb by 6:00 A.M. on May 3rd. No pickups will be made in any alleys.

Items that can be placed for pick up include: Household goods, furniture, mattresses, and other items too bulky to be placed in a garbage bag.

Items that WILL NOT be picked up include: Hazardous waste, paints, liquid waste, used oil, concrete, building materials, lead acid batteries, florescent tubes, auto bodies or parts, and tires. Regular garbage also will not be picked up on the Spring Cleanup dates.

Leaves, tree branches and brush, dirt and grass clippings also will not be picked up.

Leaves and Grass Clippings: Can be taken to City's compost site on Tuesdays from 4:00 to 7:00 p.m. and on Saturdays from 10:00 a.m. to 2:00 p.m. (weather permitting). A compost pass can be purchased at City Hall.

Tree Branches and Brush: Can be taken to the County Landfill from 10:00 a.m. to 2:00 p.m. on Monday through Friday and on the first and third Saturdays from 8:00 a.m. to Noon. Stop on the scale by office at the Landfill to weigh load and receive directions to brush site.

APPLIANCES AND ELECTRONICS: Will be picked up CITYWIDE on SATURDAY, MAY 10TH ONLY. Stickers for pickup of appliances and electronics must be purchased at City Hall by May 8th and should be placed on the appliances and electronics to be picked up.

Copy sent with Diane Kruger's Letter 4-16-14,

**CITY OF WINDOM
WINDOM NUISANCE BOARD
MINUTES
JUNE 19, 2014**

1. Call to Order: The meeting was called to order by City Attorney Ron Schramel at 7:00 p.m.
2. Roll Call & Guest Introductions:

Windom Nuisance Board: Mary Ann Anderson, Monte Scrivens, and Mark Stevens.

Also Present: City Attorney Ron Schramel, Windom Building Official & Zoning Administrator James Kartes, and Mary Hensen (Admin. Asst.).

Public Present: Diane Kruger, Mari Harries, Andy Harries, Rahn Larson (Citizen), and many members of the public.

3. Introduction of Board, Duties & Procedure: City Attorney Schramel introduced the members of the Windom Nuisance Board, explained the procedure for each hearing scheduled for the meeting, outlined the Board's authority and what actions the Board can and cannot take, and cautioned the public that this is not a public hearing but is a meeting open to the public; and therefore the only persons allowed to speak from the public are the two individuals requesting the hearings and any relevant witnesses.
4. Oath of Office: Mary Hensen administered the oath of office to Mary Ann Anderson, Monte Scrivens, and Mark Stevens.
5. Election of Chairperson:

Motion by Mary Ann Anderson, seconded by Monte Scrivens, to elect Mark Stevens as Chairperson of the Windom Nuisance Board. Motion carried 2-0. Mark Stevens abstained.

6. Request for Hearing – 605 Prospect Avenue & 617 Prospect Avenue: The parties were introduced. Zoning Administrator Kartes outlined the procedures followed by City in this matter and presented evidence on behalf of the City of Windom concerning the existence of public nuisances at 605 Prospect Avenue and 617 Prospect Avenue. Zoning Administrator Kartes further advised that Diane Kruger has made significant strides in cleaning up the properties. Property Owner Diane Kruger presented evidence concerning the history of the properties, sections from Minnesota Statutes, her actions, obstacles encountered in the cleanup of the properties, her plans, and asked questions of the City. Zoning Administrator Kartes and City Attorney Schramel responded to Ms. Kruger's questions. Members of the Windom Nuisance Board asked questions of Zoning Administrator Kartes and Ms. Kruger. After further discussion, the following actions were taken.

Motion by Mary Ann Anderson, seconded by Monte Scrivens, that there are existing public nuisance violations at the properties located at 605 Prospect Avenue and 617 Prospect Avenue in Windom, Minnesota. Motion carried 3-0.

Motion by Mary Ann Anderson, seconded by Monte Scrivens, ordering cleanup and removal of the public nuisance violations from the outdoor areas of the properties located at 605 Prospect Avenue and 617 Prospect Avenue in Windom, Minnesota, within thirty (30) days from Saturday, June 21st, 2014. Motion carried 3-0.

The Board directed the Windom Building & Zoning Office to mail a copy of the Board's decision to the property owner within ten (10) business days following this hearing. The written notice shall

also inform the owner of what is required to abate the nuisance, the amount of time the owner has to abate the nuisance, and inform the owner that if the nuisance is not abated within the time specified, the City has the right to abate the nuisance and recover all costs, including administrative costs, to abate the nuisance in the manner provided in the City Code.

7. Request for Hearing – 344 Tenth Street: The parties were introduced. Zoning Administrator Kartes outlined the procedures followed by City in this matter and presented evidence on behalf of the City of Windom concerning the existence of a public nuisance at 344 Tenth Street regarding the pallet fence surrounding the patio. Property Owner Mari Harries presented evidence concerning the history of her property, her actions regarding the pallet fence, her plans, and asked questions of the City. Zoning Administrator Kartes and City Attorney Schramel responded to Mrs. Harries' questions. Members of the Windom Nuisance Board asked questions of Zoning Administrator Kartes and Mrs. Harries. After further discussion, the following actions were taken.

Motion by Mark Stevens, seconded by Mary Ann Anderson, that pursuant to City Code the existing pallet fence surrounding the patio behind the River City Eatery at 344 Tenth Street is not constructed of approved fencing materials and is a public nuisance. Motion carried 3-0.

Motion by Mark Stevens, seconded by Monte Scrivens, that Mrs. Harries be allowed to use the fence on the premises at 344 Tenth Street until October 1, 2014, and to take no enforcement action to have the fence removed until October 1, 2014. Motion carried 3-0.

The Board directed the Windom Building & Zoning Office to mail a copy of the Board's decision to the property owner within ten (10) business days following this hearing. The written notice shall also inform the owner of what is required to abate the nuisance, the amount of time the owner has to abate the nuisance, and inform the owner that if the nuisance is not abated within the time specified, the City has the right to abate the nuisance and recover all costs, including administrative costs, to abate the nuisance in the manner provided in the City Code.

8. Other Business: None.
9. Adjourn: On motion and by consensus, Chairman Stevens adjourned the meeting at 8:32 p.m.

Mark Stevens, Chairman

Attest: _____
James Kartes, Zoning Administrator

June 26, 2014

Diane Kruger
605 Prospect Avenue
Windom, MN 56101



Re: Windom Nuisance Board – Decision (6-19-2014)
Properties – 605 Prospect Avenue and 617 Prospect Avenue

Dear Ms. Kruger:

Pursuant to your request, a hearing was held by the Windom Nuisance Board on June 19, 2014. The purpose of the hearing was to allow the Board to determine whether in fact there was a public nuisance on your properties at 605 Prospect Avenue and 617 Prospect Avenue; and if so, to determine the required action and deadline for compliance with the decision of the Board.

The Windom Nuisance Board unanimously approved a motion that there are existing public nuisance violations at the properties you own located at 605 Prospect Avenue and 617 Prospect Avenue.

At the meeting on June 19th, the Windom Nuisance Board reviewed with you the items that are considered public nuisances. The Board set the deadline for cleanup and removal of these items from the outdoor areas of the properties at 605 Prospect Avenue and 617 Prospect Avenue as thirty (30) days from Saturday, June 21, 2014. **The cleanup deadline for these two properties is Monday, July 21, 2014.**

★ Pursuant to your request for hearing, you will be responsible for payment of administrative fees in the amount of \$150.00. This is an administrative fee and is not affected by the Board's decision. You will be receiving an invoice from the City in the amount of \$150.00 in the last week of June. ★

If you fail to abate the nuisance as ordered by the Windom Nuisance Board, the City of Windom, in its discretion, may have the nuisance on your properties abated (removed). If the City abates the nuisance on your properties, you will be billed a minimum charge of \$100.00. This charge includes the actual costs of abatement of the nuisance which will be billed at a minimum charge of \$100.00. If the costs to abate the nuisance are in excess of \$100.00, you will also be billed for the additional amount of these costs.

If you do not pay these administrative fees (\$150.00) and abatement costs in a timely manner, the City may hold a public hearing and certify these costs as special assessments against your properties.

Should you have any questions concerning this letter, what specific items need to be removed from the properties, or what needs to be done to come into compliance with the City Code, please contact Windom Building & Zoning Official Jim Kartes at 832-8660.

Sincerely,

WINDOM NUISANCE BOARD

MARK STEVENS

Mark Stevens, Chairman



ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM + BUILDING AND ZONING OFFICE

444 Ninth Street • PO Box 38 • Windom, MN 56101

Phone: 507-831-6125

Fax: 507-831-6142

Memo

To: City Council
Re: Street & Park Department Full Time Staffing Hire
Date: 10/21/14
From: Bruce Caldwell Street/Parks Dept. Superintendent

This is a recommendation to hire a Full Time Park/Street Maintenance worker due to the transfer of one of our maintenance workers to Water/Wastewater Department on October 13, 2014.

An internal posting for this position has been completed with no applications received.

My recommendation is as follows: Hire Mason Anderson to fill the position of Parks & Street maintenance worker. Mr. Anderson has a Park & Recreation Degree from MSU and this past summer he worked for the Cottonwood County Parks Department.

He previously applied positions with the City in the Streets\Parks and Water\Wastewater departments within the last year. Mr. Anderson will need to acquire a Class B Driver's License with an air brake endorsement within 30 days of employment which he is in agreement.

Approximant start date November 5, 2014.

Rate of pay: I am recommending that he start at Grade 6 Step 3, then after successfully completing his six month probationary period move to Step 4. His primary responsibility in the warm weather months will be working in the parks including assisting the Street Department throughout the year.

Memo

Date: 10/20/14
To: City Council & Personnel Committee
From: Bruce Caldwell Street & Parks Department Superintendent
Re: Recommendation to promote Tom Voth to Street/Parks Department Foreman Position

This recommendation is to fill the vacancy of our full time Street/Parks Foreman's position due to Steve Willard's recent transfer to the Water Waste/Water Department.

Tom Voth has been in the department since December 2, 2007. He has the most seniority in the department other than Paul Marsh.

Paul Marsh is classified Grade 8 Step 12. His position requires him to assist the Street & Parks Department staff doing miscellaneous maintenance work in the field and the rest of his time is spent working as our City Mechanic. Currently Mr. Marsh's is one grade higher than the foreman's position. Mr. Marsh is unable to work with the rest of the staff in the field on a daily basis due to all the mechanical repairs that he provides for most of the cities departments.

The Foreman position requires supervising the staff daily in the field.

Tom Voth is currently at Grade 6 Step 11 \$18.60 Street/Parks Maintenance Person

This position was internally posted with no applicants

Recommendation:

Effective November 13, 2014 promote Tom Voth to the Street & Parks Department Foreman's position; Starting at Grade 7 Step 11 \$19.42 per/hr.

Following the probationary period and successfully passing his position evaluation from the Superintendent move to Grade 7 Step 12 \$20.08 per/hr.

RESOLUTION #2014-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

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

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

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

WHEREAS, the Windom Utilities Commission has modified Windom's Utility Prepayment Policy and fees and requests that the Windom City Council adopt the modified Utility Prepayment Policy used for rental and contract for deed property purchasers of residential and commercial properties; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, to modify Windom's Utility Prepayment Policy and fees that were previously established on February 1, 2010. The current policy shall be modified as follows:

All new rental residential and commercial customers and any contract for deed property purchasers will be required to pay a \$300 utility prepayment before electric, water or sewer service will be established in their names. At the end of two (2) years if the customer is "in good standing", the prepayment amount will be refunded.

Rental and contract for deed property purchasers are considered to be "in good standing" if utility payments have been made by the required due dates for twenty-four (24) continuous months on an active account.

If any of the following situations occur, an exemption to the policy will be made. In these situations no prepayment will be required:

- 1) If a customer "in good standing" status changes from owner to renter or contract for deed purchaser.
- 2) If a rental customer or contract for deed property owner "in good standing" changes address.

This policy is subject to revisions at any time by the Windom Utilities Commission.

Adopted this 4th day of November, 2014.

Corey J. Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator

RESOLUTION #2014-

INTRODUCED:

SECONDED:

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

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE ELECTRIC AND WATER METER REPLACEMENT PROJECTS

WHEREAS, pursuant to a recommendation of the Windom Utility Commission the plans and specifications for Electric and Water Meter Replacement Projects have been prepared and such plans and specifications have been presented to the Windom Utility Commission; and

WHEREAS, at its meeting held October 30, 2014, the Windom Utility Commission reviewed and approved plans and specifications for both projects and recommends approval of the same by the City Council.

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

1. Such plans and specifications for each project, which are made a part hereof by reference as if fully set forth herein, are hereby approved and shall be filed in the Office of the City Clerk/Administrator.
2. The City Clerk/Administrator shall prepare an advertisement for bids for both projects, pursuant to the approved plans and specifications, and cause such advertisement to be published in the official paper.
3. Bids for both projects will be received and accepted by the City Clerk/Administrator until 10:00 a.m. on December 9, 2014. At said time, the bids will be publicly opened by the City Clerk/Administrator in the City Hall Council Chambers. Bids will then be tabulated and will thereafter be considered by the Windom Utility Commission and City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. The bid for such project will be awarded on or before January 6, 2015, at the City Council Meeting scheduled for 7:30 p.m.

Adopted by the Council this 4th day of November, 2014.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator

PROJECT MANUAL

For

Electric Meter Replacement Project

City of Windom, MN

November 2014

NOTICE OF ELECTRIC METER REPLACEMENT PROJECT AND CALL FOR BIDS
City of Windom, Minnesota

Notice is hereby given: the City of Windom, Minnesota, will be accepting bids for the work as described herein. All bids must be sealed, submitted and received either by mail or personal delivery at City Hall, 444 9th Street, P.O. box 38 Windom, MN 56101, on or before Tuesday December 9th at 10 A.M. 2014. Any bids received after that time may be rejected.

DESCRIPTION OF WORK: The Electric meter replacement project includes the purchase of approximately:

1s Electric Meters:	3
2s Electric Meters:	1800
3s Electric Meters:	5
4s Electric Meters:	5
7s, 9s Electric Meters:	91
14s, 15s, 16s Electric Meters:	84
36s Electric Meters:	1
9s Metering Socket (Block Only):	14

BID SECURITY: each sealed bid must be accompanied by a certified check or bid bond in the amount of five percent of the total amount bid, made payable to the City of Windom, Minnesota.

OWNER'S RIGHTS RESERVED: The City of Windom, Minnesota, reserves the unqualified right to reject any or all bids and to waive any and all irregularities and informalities in the bidding process; and further reserve the unqualified right to award the project to any bidder as allowed by law if the interest of the City of Windom, Minnesota would be thereby best served.

Anyone desiring additional information, including a copy of the Project Manual, should contact Steve Nasby at snasby@windom-mn.com.

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 Ed.) Have the meanings assigned to them in the General Conditions.
 - 1. "Bidder" - One who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a bidder.
 - 2. "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to its receipt of Bids).
 - 3. "Issuing Office" - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - 4. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from the City.
- B. Complete sets of Bidding Documents, must be used in preparing bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - 1. The Owner may, on occasion and at their sole discretion, provide partial copies of Bidding Documents, such as Bid Forms or electronic/digital versions of such partial copies, to Bidders holding complete sets of Bidding Documents. Provision of partial copies to the Bidder shall be deemed to be for the convenience of the Bidder and shall in no way relieve the Bidder of its obligation to base its bid on complete sets of the Bidding Documents or to confirm accuracy and completeness of the information provided.
- C. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

1.3 QUALIFICATIONS OF BIDDERS

- A. The successful bidder must be prepared to submit within five days of Owner's request additional written evidence, such as financial data, present commitments and other such data. Each Bid must contain evidence of Bidder's qualification to do business in the State of Minnesota or covenant to obtain such qualification prior to award of the Contract.
- B. INFORMATION REQUESTED FROM THE BIDDER is included in the Contract Documents, the apparent low Bidder and any others as identified by the Owner is requested to submit the completed Information Form(s) contained therein to demonstrate qualifications to perform the work.
- C. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to:
 - 1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data thoroughly.
 - 2. Become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work.
 - 3. Consider Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.
 - 4. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies and data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents. Promptly notify the City in writing of all conflicts, errors or discrepancies in the Bidding Documents.
 - 5. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these Instructions to Bidders, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.5 ALTERNATES AND ALTERNATIVES

- A. All bids must include a bid based on the "base bid" or Contract Document, as specified, without anticipation of the use of "or equal" items or contractor proposed alternatives. Bids solely based on the use of "or equal" items or contractor proposed alternatives may be rejected without consideration, at the discretion of the Owner.

1.6 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, emailed, or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

1.7 BID SECURITY

- A. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety.
- B. The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the

Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- C. Bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

1.10 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

1.11 SUBSTITUTE OR "OR EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the bidding Documents.

1.13 BID FORM

- A. The total of all prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. If the bid form is separated into different sections and/or "add alternates", the Bidder must show a unit price for all bid items in all sections and "add alternates."
- B. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- C. The Bid Form or Proposal is included with the Bidding Documents; additional copies may be obtained from the Owner.
- D. All blanks on the Bid Form must be completed in ink or by typewriter.
- E. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed, if the corporation has one, and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown.
- F. Bids by partnerships must be executed in the partnership name and signed by a partner, and the official address of the partnership must be shown.
- G. All names must be typed or printed below the signature.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- I. The address, e-mail address, telephone number and fax number, if any, for communications regarding the Bid must be shown.

1.14 SUBMITTAL OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid.
- B. Each Proposal must be submitted in ink or typewritten in a sealed opaque envelope with the following information on the outside: the Bidder's name, address, name of the project and the words "Electric Meter Bid Enclosed." The Bid security, if required, must be submitted inside the envelope. The bid shall consist of the proposal, addendum acknowledgment, bidding schedule, and the bid bond or certified

check. The bidder is also encouraged to include the Information Requested of Bidder to assist in the bid review. If the proposal is mailed, the bid with the above described information shall be within a separate sealed envelope and labeled on the outside with: the bidder's name, address, name of the project and the words "Bid Enclosed" on the face of it.

- C. No Bids transmitted by facsimile or email will be accepted.
- D. The Owner does not allow two-way electronic bid submittals.

1.15 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, by the next working day at the same time of bid opening after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.
- C. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

1.16 OPENING OF BIDS

- A. In those cases where the Advertisement or Invitation for Bids states that Bids will be publicly opened, the Bids will be publicly opened and (unless obviously non-responsive) read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders, upon request, after the opening of Bids.

1.17 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

1.18 SUPPLEMENTAL INFORMATION REQUEST

- A. After the bids are open and prior to Notice of Award, in addition to information required by the Supplementary Conditions the Owner may request from any Bidder such information as Owner may deem necessary to evaluate the responsibility, qualifications and financial ability of the Bidder to perform the Work. Bidder shall, within seven days of receipt of request from Owner, provide the requested information in a form acceptable to Owner.

1.19 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the successful Bidder and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- B. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project.
- F. If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.
- G. The Owner reserves the right to cancel the award of any Contract at any time before the execution of said Contract all parties without any liability against the Owner or its agents, officials, employees or Consultants.

1.20 CONTRACT SECURITY

- A. When the successful Bidder delivers the executed Agreement to Owner or accepts the Purchase Order, it must be accompanied by the required performance and payment bonds and insurance certificates.

1.21 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award or issues a Purchase Order to the successful Bidder; it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required bonds and insurance certificates. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

SPECIFICATIONS
For
Electric Meter Replacement Project
City of Windom, MN

EXHIBIT A

Electric Meter

SPECIFICATIONS

GENERAL

The purpose of this specification is to cover the minimum requirements to obtain acceptable quality solid state electric meters with radio frequency module installed that are compatible with the Itron FC300SR handheld with radio and Itron MC-Lite. The radio frequency module must also be capable of delivering an Interval Data Message to a future fixed network AMR/AMI system to calculate ANSI standard demand.

TYPE

The solid state meter shall be a state of the art measurement device, which utilizes industrial grade electronic components. The measurement portion of the meter shall be housed in the base of the meter (Metrology) and the functionality will be housed in the top module (functionality module). The solid state meter shall be qualified as an ANSI Class 0.5 Accuracy meter and shall typically maintain an accuracy of +/-0.3% or better throughout its entire operating range. The meter will be specified to function accurately throughout the temperature range of - 40°C to +85°C. The meter must have the capability to accumulate positive energy if the meter is inverted in the socket. Additionally, the supplier must have a minimum of 5 years of field experience with quoted meter.

METER FORMS AND FUNCTIONS

1s: Will be bid Kwh only class 100.

2s: Will be bid Kwh only and class 200 and 320.

3s: Will be bid Kwh only and T.O.U./Demand class 20.

4s Will be bid KWH Only and T.O.U./Kwh and Demand both shall be bid in class 20 T.O.U. meter must be field programmable.

9s (8s) Will be bid T.O.U./ Kwh and Demand class 20 Must be field programmable.

9s (8s) Will be bid T.O.U. Kwh, Demand with Recording switch, Reactive Switch and KYZ out Class 20. Must be field programmable.

16s (14s, 15s,17s) Will be bid T.O.U./ Kwh and Demand shall be bid in class 200 and 320, Must be field programmable.

36s Will be bid T.O.U. Kwh, Demand with Recording switch, Reactive Switch and KYZ out Class 20, Must be field programmable.

PROGRAMING AND SOFTWARE

The manufacturer's software shall be provided at no cost and requires no license fee. The software is compatible to run on a Surface Pro tablet. Connection from meter to computer will be made by smart coupler with USB connector.

DELEVERY OF MATERIAL

Material is to be delivered no later than 45 days after order is placed.

STANDARDS

The meter shall meet the following applicable standards:

ANSI C12.1 American National Standard Code for Electricity Metering

ANSI C12.10 American National Standard for Electromechanical Watthour Meters

ANSI C12, 13 American National Standard for Electronic Time-of Use Registers for Electricity Meters

ANSI C12.16 American National Standard for Solid-State Electricity Meters

ANSI C12.20 American National Standard for Electricity Meters-0.2 and 0.5 Accuracy Classes

ANSI C37.90.1 IEEE Standard Surge Withstand Capability (SWC) Tests For Protective Relays and Relay Systems

ANSI C62.45 IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

IEC 61000-4-4 Electrical Fast Transient / Burst Immunity Test

IEC 61000-4-2 Electrostatic Discharge Immunity Test

FCC Part 15 (47 CFR 15) Technical Standards for Computing Equipment

RADIO FREQUENCY VERSION

The meter shall be able to transmit energy via radio frequency and be totally Itron compatible.

The meter should be a one way, unlicensed device(transmitting via the 910-920 MHz frequency band) utilizing the Itron standard consumption message protocol and should also be able to deliver an Interval Data Message. The meter should be able to check for tamper conditions (removal and inversion). When these conditions are present, the meter should increment a counter and transmit these numbers with the energy reading. The meter's tilt sensor shall contain no mercury.

WARRANTY

The City of Windom requires a minimum warranty period of 1 year from date of instillation.

MANUFACTURER

Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and of what percentage of the meter is manufactured in the United States.

Manufacturers shall have a minimum of ten years of field and production experience with all sizes and models quoted.

**ITEMS TO BE SUBMITTED WITH THE BID ELECTRIC
METER REPLACEMENT PROJECT
CITY OF WINDOM**

**Electric Meter Replacement Project
City of Windom, MN**

BID by _____
(Name of Bidder)

TO: City of Windom, MN

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to furnish all material as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

ADDENDA

Date	Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents as listed in the Document Table of Contents, and has familiarized itself with the nature and the extent of the Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given the Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER.
 - (d) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (e) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest Bidder if, in its discretion, the interests of the OWNER would be best served thereby.
4. The BIDDER will provide material at the prices shown in the BIDDING SCHEDULE. BIDDER understands that the quantities shown on the BIDDING SCHEDULE are approximate only and are subject to increase or decrease; that all quantities of material, whether increased or decreased within the limits described are to be performed at the

unit prices shown on the BIDDING SCHEDULE, and that, at the time of opening the Bids, totals only will be read, but that comparison of Bids will be based on the correct summation of item totals obtained from the unit prices bid.

- (a) If the project is bid in sections, the Contractor must bid all sections. The sum of the respective bids for each section will be used to determine the total bid price.
- (b) After the bids are opened and prior to award of the Contract, the OWNER, at its discretion, may revise the project scope to reduce the quantity of meters. In this event, no payment will be made to the CONTRACTOR for the deleted work, nor shall any adjustment be made to the unit prices bid due to the reduction of the scope of the project or the reduced quantities of items. The OWNER shall use the total amount bid for the entire project to determine the lowest bidder.
- (c) The award of the contract will be made to the lowest, responsible bidder, based on the proposal with the lowest TOTAL PROJECT BID PRICE.
- (d) All bids shall include applicable fees.

5. The BIDDER agrees that the Work shall commence in accordance with the requirements of the Contract Documents and shall be completed in accordance with Article 3 of the AGREEMENT and the Specifications. The BIDDER accepts the provisions of the AGREEMENT as to Contract Time and liquidated damages in the event of failure to complete the work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required bid security in the form of a Certified Check or Bidder's Bond, being at least 5 percent of the amount bid, and made payable to the OWNER.
- (b) Additional information required to be included with the bid that is listed in the individual technical sections of the Contract Documents.

7. Communications concerning this Bid shall be addressed to:

BIDDER: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

FAX: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

SCHEDULE OF UNIT PRICES

Electric Meter and Radio Reading Improvements

CITY of Windom, MINNESOTA- Meters set at Gallons.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

ITEM NO.	ITEM	QUANTITY	BID PRICE PER UNIT	TOTAL PRICE	BID
1.	Furnish 1s Electric Meter	3			
2.	Furnish 2s Electric Meter Class 200	1800			
3.	Furnish 2s Electric Meter Class 320	12			
4.	Furnish 3s Electric Meter KWH Only	5			
5.	Furnish 3s Electric Meter KWH/Demand TOU	5			
6.	Furnish 4s Electric Meter KWH only	5			
7.	Furnish 4s Electric Meter KWH/Demand TOU	5			
8.	Furnish 9s Electric Meter KWH/Demand TOU	91			
9.	Furnish 9s Electric Meter Kwh, Demand, Recording, Reactive and KYZ out	3			
10.	Furnish 14s,15s,16s Electric Meter KWH/Demand class 200	84			
11.	Furnish 14s,15s,16s Electric Meter KWH/Demand class 320	12			
12.	Furnish 36s Electric Meter Kwh, Demand, Recording, Reactive and KYZ out	1			
13.	Furnish Metering Block 9s	14			
14.	Furnish Recording Switch	6			
15.	Furnish KVar Switch (Power Factor)	6			
16.					
17.					
18.					
	Total Amount Bid				

- All quantities may be changed as need arises by the city.
- All questions dealing with the Meter specifications should be directed to Brent Brown brentb@windom-mn.com (507) 822-5178
- Pricing shall be good for 12 months from date of contract.

If BIDDER is:

An Individual SUBMITTED on _____, 20____

By _____ (Seal)
(Individual's Name)

(Signature)

Doing business as _____

Business Address _____

Phone No.: _____

A Partnership SUBMITTED on _____, 20____

By _____ (Seal)
(Firm Name)

(General Partner)

(Signature)

Business Address _____

Phone No.: _____

A Corporation

SUBMITTED on _____, 20____

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)
Attest _____
(Secretary)

Business Address _____

Phone No.: _____

A Joint Venture

SUBMITTED on _____, 20____

By _____
(Name)

(Address)

(Signature)

By _____
(Name)

(Address)

(Signature)

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address)

City of Windom
444 9th Street, P.O. Box 38
Windom, MN 56101

BID

BID DUE DATE Tuesday the 9th of December 2014
PROJECT Electric Meter Replacement Project
Windom, MN

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the following page hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

by: _____

Signature and Title

Signature and Title (Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

All bid are rejected by Owner, or

Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extensions thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of

award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein included a bid, offer or proposal as applicable.

PROJECT MANUAL

For

Water Meter Replacement Project

City of Windom, MN

November 2014

NOTICE OF WATER METER REPLACEMENT PROJECT AND CALL FOR BIDS
City of Windom, Minnesota

Notice is hereby given: the City of Windom, Minnesota, will be accepting bids for the work as described herein. All bids must be sealed, submitted and received either by mail or personal delivery at City Hall, 444 9th Street, P.O. box 38 Windom, MN 56101, on or before Tuesday December 9th at 10 A.M. 2014. Any bids received after that time may be rejected.

DESCRIPTION OF WORK: The water meter replacement project includes the purchase and installation of approximately:

<u>Meter Size</u>	<u>Quantity</u>
5/8 th x 3/4 th Inch Water Meters:	1916
1" Water Meters:	31
1 1/2" Water Meters:	20
2" Water Meters:	37
3" Water Meters:	8
4" Water Meters:	2
6" Water Meters:	2

Along with numerous related items of work, all in accordance with the plans and specifications as set forth in the Project Manual.

BID SECURITY: each sealed bid must be accompanied by a certified check or bid bond in the amount of five percent of the total amount bid, made payable to the City of Windom, Minnesota.

OWNER'S RIGHTS RESERVED: The City of Windom, Minnesota, reserves the unqualified right to reject any or all bids and to waive any and all irregularities and informalities in the bidding process; and further reserve the unqualified right to award the project to any bidder as allowed by law if the interest of the City of Windom, Minnesota would be thereby best served.

Anyone desiring additional information, including a copy of the Project Manual, should contact Mike Dodge at winwater@windom-mn.com.

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 Ed.) have the meanings assigned to them in the General Conditions.
1. "Bidder" - One who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a bidder.
 2. "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to its receipt of Bids).
 3. "Issuing Office" - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 4. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from the City.
- B. Complete sets of Bidding Documents, must be used in preparing bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
1. The Owner may, on occasion and at their sole discretion, provide partial copies of Bidding Documents, such as Bid Forms or electronic/digital versions of such partial copies, to Bidders holding complete sets of Bidding Documents. Provision of partial copies to the Bidder shall be deemed to be for the convenience of the Bidder and shall in no way relieve the Bidder of its obligation to base its bid on complete sets of the Bidding Documents or to confirm accuracy and completeness of the information provided.
- C. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

1.3 QUALIFICATIONS OF BIDDERS

- A. The successful bidder must be prepared to submit within five days of Owner's request additional written evidence, such as financial data, present commitments and other such data. Each Bid must contain evidence of Bidder's qualification to do business in the State of Minnesota or covenant to obtain such qualification prior to award of the Contract.
- B. INFORMATION REQUESTED FROM THE BIDDER is included in the Contract Documents, the apparent low Bidder and any others as identified by the Owner is requested to submit the completed Information Form(s) contained therein to demonstrate qualifications to perform the work.
- C. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to:
 - 1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data thoroughly.
 - 2. Become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work.
 - 3. Consider Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.
 - 4. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies and data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents. Promptly notify the City in writing of all conflicts, errors or discrepancies in the Bidding Documents.
 - 5. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these Instructions to Bidders, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.5 ALTERNATES AND ALTERNATIVES

- A. All bids must include a bid based on the "base bid" or Contract Document, as specified, without anticipation of the use of "or equal" items or contractor proposed alternatives. Bids solely based on the use of "or equal" items or contractor proposed alternatives may be rejected without consideration, at the discretion of the Owner.

1.6 SITE AND ADDITIONAL AREAS

- A. The Bidder acknowledges that this project shall require the entrance by Contractor Personnel on to private properties to perform the specified work.
- B. Limited space for temporary storage of materials and equipment on City property may be coordinated with the City.

1.7 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, emailed, or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

1.8 BID SECURITY

- A. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety.
- B. The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- C. Bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

1.9 CONTRACT TIME

- A. The numbers of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

1.10 SUBSTITUTE OR "OR EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the bidding Documents.

1.11 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. For contracts involving payment with public funds within the State of Minnesota, including but not limited to city, counties, towns, school districts, political subdivisions or agencies of local government, Minnesota State Statutes Chapter 471.425 establishes special rules regarding payments to subcontractors.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall, within seven days after the bid opening, submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- C. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any bidder. Any Subcontractor, Supplier, other person or organization listed and to

whom Owner does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

- D. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.
- E. In contracts where the contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

1.12 BID FORM

- A. The total of all prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. If the bid form is separated into different sections and/or "add alternates", the Bidder must show a unit price for all bid items in all sections and "add alternates."
- B. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- C. The Bid Form or Proposal is included with the Bidding Documents; additional copies may be obtained from the Owner.
- D. All blanks on the Bid Form must be completed in ink or by typewriter.
- E. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed, if the corporation has one, and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown.
- F. Bids by partnerships must be executed in the partnership name and signed by a partner, and the official address of the partnership must be shown.
- G. All names must be typed or printed below the signature.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- I. The address, e-mail address, telephone number and fax number, if any, for communications regarding the Bid must be shown.

1.13 SUBMITTAL OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid.
- B. Each Proposal must be submitted in ink or typewritten in a sealed opaque envelope with the following information on the outside: the Bidder's name, address, name of the project and the words "Bid Enclosed." The Bid security, if required, must be submitted inside the envelope. The bid shall consist of the proposal, addendum acknowledgment, bidding schedule, and the bid bond or certified check. The bidder is also encouraged to include the Information Requested of Bidder to assist in the bid review. If the proposal is mailed, the bid with the above described information shall be within a separate sealed envelope and labeled on the outside with: the bidder's name, address, name of the project and the words "Bid Enclosed" on the face of it.
- C. No Bids transmitted by facsimile or email will be accepted.

- D. The Owner does not allow two-way electronic bid submittals.

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, by the next working day at the same time of bid opening after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.
- C. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

1.15 OPENING OF BIDS

- A. In those cases where the Advertisement or Invitation for Bids states that Bids will be publicly opened, the Bids will be publicly opened and (unless obviously non-responsive) read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders, upon request, after the opening of Bids.

1.16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

1.17 SUPPLEMENTAL INFORMATION REQUEST

- A. After the bids are open and prior to Notice of Award, in addition to information required by the Supplementary Conditions the Owner may request from any Bidder such information as Owner may deem necessary to evaluate the responsibility, qualifications and financial ability of the Bidder to perform the Work. Bidder shall, within seven days of receipt of request from Owner, provide the requested information in a form acceptable to Owner.

1.18 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the successful Bidder and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary

Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project.
- F. If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.
- G. The Owner reserves the right to cancel the award of any Contract at any time before the execution of said Contract all parties without any liability against the Owner or its agents, officials, employees or Consultants.

1.19 CONTRACT SECURITY

- A. When the successful Bidder delivers the executed Agreement to Owner or accepts the Purchase Order, it must be accompanied by the required performance and payment bonds and insurance certificates.

1.20 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award or issues a Purchase Order to the successful Bidder; it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required bonds and insurance certificates. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

SPECIFICATIONS
For
Water Meter Replacement Project
City of Windom, MN

- 1.00 **WORK INCLUDED:** The Contractor shall furnish all labor, materials (as specified), tools, equipment, and supplies necessary for the work and reasonably incidental to the repairs as required in this specification. The Contractor shall load, unload, haul, and distribute all materials, tools, equipment, supplies, and accessories necessary for the work under this contract.
- 1.01 **LOCATION OF THE WORK:** The location of this work is City-wide. The City will provide the Contractor with a list of the work sites. The Contractor is responsible for visiting as many sites as it feels necessary in order to determine for itself how much work will be involved.
- 1.02 **COORDINATION OF WORK:** The Contractor shall be responsible in furnishing a project coordinator to coordinate the repair/replacement with all property owners. The Contractor is required make three attempts at getting access into each home or business. If access is not granted to the Contractor by the third attempt, the Contractor may notify the City. The City will then assist the Contractor by notifying those property owners that their water will be turned off if they do not give access to the Contractor. Delays in work resulting from lack of coordination shall not in any way be cause for extra compensation.
- 2.00 MATERIALS:**
- 2.01 **WATER METERS:** City-owned water meters are currently from various different manufactures and range in size from 5/8" X 3/4" to 4" X 6". The replacement meters shall be those meters specified in your bid document. A local inventory of spare parts and customer service and support center must be located within 200 miles.
- 2.02 "Inside version" and the "Pit version." Pit version shall be installed in all manholes and irrigation pits.
- 3.00 METER INSTALLATION:**
- 3.01 **REPLACEMENT:** The Contractor shall remove and either replace or retro-fit all existing meters as directed by the City Water Utility. The Water Utility has records which contain information as to when the meters were installed. The Contractor shall install the meters, encoder registers, RF transmitters and all accessories in accordance with the manufacturer's instructions as necessary to provide a complete system for each water service connection.
- 3.02 **DISPOSAL OF OLD METERS:** The Contractor shall haul all old meters to a location designated by the Water Utility. All meters removed must be labeled with the account number for that location. The Water Utility Department will dispose of all discarded meters.
- 3.03 **METER VALVE REPLACEMENT:** If defective valves are found, the valves are to be replaced by the Contractor at the City's expense. The Contractor shall notify the City of all non-working valves. The Contractor shall bill the City for the cost of the work on a permit cost as specified within the bid document. No additional payment will be made by the City to the Contractor for delays in meter replacement caused by defective valves.

If the Contractor finds that the water needs to be shut off at the curb stop, it must contact the City prior to replacement of any defective valves. The City will locate the curb stop and turn the water off and/or on. The Contractor should be aware that the City would only be available to provide this service Monday through Friday, 7:30 A.M. to 6:00 P.M. and on Saturday from 7:30 A.M. to 6:00 P.M. If Water Utility staff is unavailable contractor may be required to freeze the line and install new ball valve and water meter.

4.00 RESTORATION, CLEAN UP, AND GUARANTEE:

4.01 RESTORATION: All meters, piping, valves, and siding disturbed during replacement or retro-fitting, whether caused by actual installation or by equipment/tools used, shall be returned to the original or better condition by the Contractor.

4.02 CLEAN UP: The Contractor shall remove from the property any replaced items such as meters, piping, valves, wiring, and debris caused by the Contractor's operations. The property shall be left in a clean condition satisfactory to the property owner and the Utility. Any mud, dirt, snow or other debris brought into residence or business by the contractor shall be cleaned up.

4.03 GUARANTEE: The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the entire installation furnished by it. Upon written notice from the Water Utility, the Contractor shall immediately replace and make good, without expense to the City or the Water Utility, any such faulty part or parts and damage done by reason of same, during the period of one year from the date of final payment.

4.04 FAILURE TO REPLACE DEFECTIVE PARTS: Should the Contractor fail to make good the defective parts within a period of thirty days of written notice from the City, the City may replace these parts and charge the expenses incurred to the Contractor.

5.00 METHOD OF PAYMENT:

5.01 MATERIALS: All meters and meter fittings shall be included to the contract and their cost shall be listed separately to the unit price bid for each item specified in the bid. Please note that sales tax should be added to all bids.

5.02 SAMPLE SHEETS: The Water Utility will furnish the Contractor with the attached "Water Department Work Order Meter Maintenance" forms to be filled out by the Contractor for each water meter (see attached Exhibit C). Upon completion of the work, the Contractor shall submit the completed form to the City for verification of the work and payment. Contractor may provide information electronically to the City. In the event an electronic format is used, the contractor will coordinate with city staff to address any transfer of information issues.

5.03 SCHEDULING INSTALLATION: The Contractor shall schedule a time with the property owner to install the water meter. All scheduling shall be the responsibility of the Contractor. Delays in work resulting from lack of proper scheduling by the Contractor shall not in any way be a cause for extra compensation by the City or an extension of the contract deadline. All travel

time, time spent contacting property owners, meetings, and after-hours work is considered to be incidental and there shall be no additional compensation for these expenses. Payment would be made no more than twice per month at the contract unit price for each successfully scheduled water meter.

6.00 SPECIAL PROVISIONS:

- 6.01 INSPECTION: The City Utility shall provide spot installation inspection for the project. The Contractor shall notify the Water Utility of all problems or additional installation needs that may be required.
- 6.02 BASIS OF PAYMENT: Payment shall only be made for those items listed in the Bid Proposal Form. All other items needed for construction shall be considered incidental and their costs shall be included in the unit prices bid for items on the Bid Proposal form.
- 6.03 All data shall be provided to the City in electronic format (.cvs) for automated transfer of data to the utility billing software (ACS). Information to be provided by the installing contractor shall include: A. Installers Identification B. Date of installation C. New Water Metering System Information including: Meter size, meter serial number, location of meter and account number. D. Water Usage Information: The installer shall record the final reading of the old meter where applicable. E. Customer's Signature indicating acknowledgement of the metering system installation and other considerations listed on the installation form.
- 6.04 Automated project control system. The successful proposer shall utilize an automated installation information management process, so that little or no information has to be captured or entered manually. The system shall have a redundant backup process, so that all information is preserved in the event of a breakdown in the primary system. The system should enable the correction of any incorrect information pertaining to meter or service size, meter type, meter location, address, etc.
- 6.05 Leaks after installation. Successful Proposer shall be responsible for correcting any leaks at the valves, couplings or service lines that could reasonably be attributed to the meter installation if reported by the City or customers within 15 days of installation.
- 6.06 Background checks. The City requires background checks for all installers that will perform work on the project.
- 6.07 No solicitation. No Proposer, or its employees or agents, may solicit business from the City's water customers while engaged on any contract.
- 6.08 Installers. Successful proposer will train city staff in the proper installation methods of the AMR meter change outs. Successful proposer must have properly trained and experienced individuals performing the installations for the proposer.
- 6.09 Uniforms and Identification. Successful proposer's field personnel shall wear easily recognizable uniforms containing the Successful Proposer's name, as well as prominently displayed picture identification badges.

- 6.10 Vehicles. Successful Proposer shall be responsible for all vehicles it uses on the project. Successful Proposer shall provide service vehicles on site stocked with common fittings and supplies needed for normal service restoration and/or replacement. Successful Proposer's vehicles, including private vehicles used of the work, shall have the company logo prominently displayed on the vehicle. Any employee of the Successful Proposer or its subcontractors that drives a vehicle in connection with this project must have a valid driver's license.
- 6.11 Field communications. The City requires that the Successful Proposer's installers and supervisory personnel be equipped with cellular phones or radios so that problems or questions can be addressed immediately and that the City Water Department can be contacted immediately.
- 6.12 Site conditions. Before, or at any time of installation, the Successful Proposer shall inspect the existing water meter setting, including piping and shut-off valves. If the Successful proposer determines that conditions are such that damage to the existing piping would result, the installer shall inform the City, and shall not attempt the installation until the site is inspected and signed off by a city representative.
- 6.13 Customer Notification Responsibilities:
General Notice of Project – City
1st Notification- Letter – Installer
2nd Notification- Postcard – Installer
3rd Notification – Letter – Installer
4th Notification – Door Posting 48 hour notice of water termination -- Installer;
Termination of Water Service – City
All letter notifications must be in English and Spanish.
- 6.14 Consultation with adult customer. Prior to performing any part of the installation of the radio read water metering system, the installer shall consult with an adult member of the household, advising him or her of the interruption of service and the necessity to install the water metering system components.
- 6.15 Special Installations. Some accounts may require extra coordination for disruption of water service and/or may require night installation times. This should be included in the cost of meter and is incidental to the project.
- 6.16 Successful Proposer must label all removed water meters with a label provided by the City and retain in a separate bin those meters which have a variance from the outside reader.
- 6.17 Successful Proposer must indicate on the comments section of Exhibit C if the water service is a lead service.
- 6.18 Successful Proposer must have 80% of the project completed within 90 days of start of contract and 100% completed within 180 days of the start of contract. The work to be performed will begin no earlier than April 15th 2015, and no later than June 1st 2015.
- 6.19 A penalty of \$ 500.00 per day will be assessed if the project is not completed within the 180 days as specified in 6.18.

6.20 All bidders requesting clarification of the specifications must submit requests in writing and rely only upon responses provided by the city in writing.

6.21 All pricing with this contract shall be good for 18 months from date of execution.

7.00 INSURANCE:

7.01 The Contractor shall furnish and maintain during the project such public liability and property damage insurance as shall protect Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

1. Worker's Compensation - as provided in the applicable law.
2. Employer's Liability - as provided in the applicable law.
3. Comprehensive Public Liability - Personal Injury - \$2,000,000.00
Property Damage - \$2,000,000.00
4. Comprehensive Automobile Liability - Personal Injury \$2,000,000.00
Property Damage \$2,000,000.00
5. Blanket contractual (hold harmless) protection; and fire, theft and vandalism insurance, for the full value of all materials and equipment furnished by the supplier shall be provided until the complete contract is formally accepted.

7.02 The successful bidder must submit a Certificate of Insurance prior to contract award as evidence of insurability in the amounts as provided above. The Contractor shall indemnify and save the City, its officers, affiliates and employees from any and all claims, suits, losses, damages, or expenses on account of injuries or death of any or all persons or property damages sustained and caused by an act, omission, neglect, or misconduct of said Contractor.

7.03 All insurance policies (or riders) required by this Agreement shall be (i) taken out by the Provider and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to Provider as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective, (iii) shall name Provider as an insured party and City as an additional insured, (iv) shall be in accordance with specifications approved by the insurance advisory for City, and (v) shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the city. Certificates of Insurance that do not meet these requirements will not be accepted.

8.00: COMPATIBILITY WITH UTILITY BILLING SOFTWARE :

- 8.01 The meter and installation process must be compatible with the City's existing utility billing software application and be capable of transitioning to new versions of the software as upgrades are made. The Contractor shall work with the City's information systems provider.

EXHIBIT A

COLD WATER METERS / DISPLACEMENT TYPE

SPECIFICATIONS

GENERAL

All cold water meters (displacement type - magnetic drive 5/8" - 2") furnished shall be produced from an ISO 9001 manufacturing facility and conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA or as otherwise stated.

TYPE

Only magnetic-driven, positive displacement meters of the flat nutating disc type will be accepted because of enhanced low flow accuracy performance.

SIZE, CAPACITY, LENGTH

The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision.

All meter main cases shall be made of a no-lead (low-lead) high copper alloy containing a minimum of 85% copper that meets the NSF/ANSI Standard 372. The serial number should be stamped between the outlet port of the main case and the register. Main case markings shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification. Plastic main cases are not acceptable.

Main cases for 5/8", 3/4" and 1" meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on 5/8" and 3/4" sizes and six (6) bolts on the 1" size. Intermediate meter main cases shall also be made of the same lead-free brass material in sizes 1-1/2" and 2" with a cover secured to the main case with eight (8) bolts. Meters with a frost plug, a screw-on design or no bottom cap shall not be accepted in 5/8"-1" sizes. The 5/8" meters shall have a synthetic polymer or cast iron bottom cap option.

All no-lead main cases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.

All meters must be adaptable to a field programmable absolute encoder register without interruption of the customer's service.

The Minimum flow for 5/8 x 3/4 water meters shall be no less than 22 gallons per minute.

BOLTS

All main case bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

DIRECT READ STANDARD REGISTER

The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers must be roll sealed and dry. All direct reading register cups shall be copper to prevent corrosion and be covered with a high strength, impact resistant flat glass lens to prevent breakage. The lens shall be positioned above the register box to allow for run off of debris. The register lid shall overlap the register box to protect the lens. The register retaining ring shall be designed to absorb impact from the register. Register boxes and lids shall be of

high-strength synthetic polymer or approved equivalent. All registers shall have the size, model and date of manufacture stamped on the dial face. The dial shall have a red center sweep hand. The register must contain a low flow indicator with a 1:1 ratio to disc nutations to provide leak detection.

Registers shall be secured to the main case by means of a plastic tamper-proof seal to allow for inline service replacement. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.

Registers shall be guaranteed for at least 10 years. All meters will be guaranteed for one year on material and workmanship.

MEASURING CHAMBER

The measuring chamber shall be of a 2-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.

The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer.

The measuring chamber outlet port shall be sealed to the main case outlet port by means of an "O" ring gasket.

The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm.

The chamber shall be warranted for 10 years against freeze damage if the meter has been equipped with a frost proof cast iron or synthetic polymer bottom cap.

STRAINERS

All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the main case inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the main case. Straps or other types of fasteners shall not be accepted.

PERFORMANCE

To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.

MANUFACTURER

Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and of what percentage of the meter register, chamber, and main case is manufactured in the United States.

Manufacturers shall have a minimum of ten years of field and production experience with all sizes and models quoted.

Manufacturers shall provide only one model of meter which complies with these specifications. Suppliers must have been manufacturing meters for at least 10 years.

SYSTEMS GUARANTEE

All meters shall be guaranteed upgradeable to the meter system bid without interruption of the customer's service.

COMPOUND METERS 2" – 4"

All compound meters to be bid as Badger meter Recordall Compound Series Meter or equivalent.

MAG METERS 4" – 6"

All Mag meters to be bid as Badger meter M-2000 Mag Meter or equivalent.

EXHIBIT B

ENCODER REGISTER AND ELECTRONIC RECEIVER TRANSPONDER (ERT) UNIT INSIDE AND PIT VERSIONS

SPECIFICATIONS

ENCODER REGISTER SPECIFICATION – DIGITAL TYPE ENCODER

REGISTER MECHANICAL SPECIFICATION Each meter shall have an electronic encoder register of the straight reading digital type. The encoder shall be manufactured by the same company as the meter. It shall be capable of direct visual reading at the meter and shall have a full test dial on the face of the register. All reduction gearing shall be contained in a permanent, hermetically sealed, tamperproof enclosure made of glass and brass materials to ensure a permanent seal against moisture, even when in a submersed environment. The encoder register shall have a reverse lockup mechanism to prevent the register from turning backwards and recording positive usage in the event of reverse flow or meter tampering. The encoder register shall have a low flow indicator color-coded red to indicate the register reads in gallons.

ELECTRONIC SPECIFICATION The electronic circuitry of the encoder shall contain a piezoelectric transducer. Reed switch and Weigand wire encoding devices are not acceptable. The electronic encoder register shall provide non-proprietary, digitally formatted data to the AMR device representing accurate meter flow information.

Due to their tendency for excessive wear and high power consumption, mechanical and absolute encoders will not be accepted.

SPECIFICATIONS FOR ELECTRONIC RECEIVER TRANSPONDER (ERT)

INTEGRAL MOUNTING Each water meter encoder register shall be factory pre-wired to an integral electronic radio transponder (ERT). Field wiring of components is not acceptable.

ONE WAY SYSTEM The water ERT shall be a one-way bubble-up, broadcast only system capable of transmitting data.

RADIO SIGNAL SPECIFICATIONS One-way ERT modules shall have a transmit frequency of spread spectrum 910-920 MHz. Each ERT must transmit a 32-bit data stream including the current reading, tamper status, and error detection code value. Maximum transmission time shall be 15 milliseconds.

BATTERY The water ERT shall **not** have a replaceable battery. Battery life shall be documented to exceed 20 years under normal operating conditions, and in addition, the manufacturer shall warrant the battery for a period of 20 years with the first 10 years

warranted at 100%. Each proposal shall contain a statement from the manufacturer stating the reasonable battery life expected from the Encoder/ERT assembly.

READING SYSTEM In addition to walk-by and drive-by meter reading, AMR meter modules must be capable of being read by a variety of data collection devices; including vehicle based mobile data collection systems, and fixed network pole-mounted units.

TAMPER DETECTION The AMR system must have security features to prevent unauthorized reprogramming of the modules after installation. The AMR module must communicate consumption and tamper information without the need to gain physical access to the customer's premises

ERT

Must be 100W Itron Head or Equivalent.

Exhibit C

**Water Department Work Order
METER REPLACEMENT/MAINTENANCE FORM**

Place new meter
Label here

DATE: _____

ADDRESS: _____

OWNER _____

PHONE NUMBER _____

REPAIR – REPLACEMENT OF STUCK METER / LEAKY METER

OLD METER SERIAL # _____

OLD METER READING _____

NEW METER SERIAL # _____

NEW METER READING _____

VALVE REPLACED: Yes No

METER VALVES: HOUSE SIDE Working Not Working

COMMENTS _____

DATE/TIME SCHEDULED _____

DATE COMPLETED _____ BY _____

Signature _____

Signature is indicating the water meter replacement has been explained to you and you have had the opportunity to have any questions answered.

**ITEMS TO BE SUBMITTED WITH THE BID WATER
METER REPLACEMENT PROJECT
CITY OF WINDOM**

**Water Meter Replacement Project
City of Windom, MN**

BID by _____
(Name of Bidder)

TO: City of Windom, MN

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

ADDENDA

Date	Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents as listed in the Document Table of Contents, and has familiarized itself with the nature and the extent of the Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given the Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER.
 - (d) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (e) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest Bidder if, in its discretion, the interests of the OWNER would be best served thereby.
4. The BIDDER will complete the Work for the prices shown in the BIDDING SCHEDULE. BIDDER understands that the quantities of work shown on the BIDDING SCHEDULE are approximate only and are subject to increase or decrease; that all quantities of Work, whether increased or decreased within the limits described are to be performed at the unit prices shown on the BIDDING SCHEDULE, and that, at the time of opening the Bids, totals

only will be read, but that comparison of Bids will be based on the correct summation of item totals obtained from the unit prices bid.

- (a) If the project is bid in sections, the Contractor must bid all sections. The sum of the respective bids for each section will be used to determine the total bid price.
- (b) After the bids are opened and prior to award of the Contract, the OWNER, at its discretion, may revise the project scope to reduce the quantity of meters to be replaced, meters to be supplied but not installed. In this event, no payment will be made to the CONTRACTOR for the deleted work, nor shall any adjustment be made to the unit prices bid due to the reduction of the scope of the project or the reduced quantities of work items. The OWNER shall use the total amount bid for the entire project to determine the lowest bidder.
- (c) The award of the contract will be made to the lowest, responsible bidder, based on the proposal with the lowest **TOTAL PROJECT BID PRICE.**
- (d) All bids shall include applicable fees.

5. The BIDDER agrees that the Work shall commence in accordance with the requirements of the Contract Documents and shall be completed in accordance with Article 3 of the AGREEMENT and the Specifications. The BIDDER accepts the provisions of the AGREEMENT as to Contract Time and liquidated damages in the event of failure to complete the work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required bid security in the form of a Certified Check or Bidder's Bond, being at least 5 percent of the amount bid, and made payable to the OWNER.
- (b) Additional information required to be included with the bid that is listed in the individual technical sections of the Contract Documents.

7. Communications concerning this Bid shall be addressed to:

BIDDER: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

FAX: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

SCHEDULE OF UNIT PRICES

Water Meter and Radio Reading Improvements

CITY of Windom, MINNESOTA- *Meters set at Gallons.*

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

ITEM NO.	ITEM	QUANTITY	BID PRICE PER UNIT	TOTAL PRICE	BID
1	Furnish And Install 5/8 x 3/4- Inch Water Meter	1916			
2	Furnish And Install 1- Inch Water Meter	31			
3	Furnish and install 1 1/2- Inch Water Meter	20			
4	Furnish and install 2- Inch Disc Water Meter	37			
5	Furnish and install 2- Inch Compound Water Meter	1			
5	Furnish and install 3- Inch Compound Water Meter	8			
6	Furnish and install 4-Inch Compound Water Meter	4			
7	Furnish and install 4- Inch Mag Water Meter	4			
8	Furnish and install 6- Inch Mag Water Meter	2			
9	Furnish 5/8 x 3/4- Inch Water Meter	1			
10	Furnish 1- Inch Water Meter	1			
11	Furnish 1 1/2- Inch Water Meter	1			
12	Furnish 2- Inch Water Meter	1			
13	Furnish and install Pit Meter – ¾” x 5/8”	1			
14	Furnish and install Pit Meter – 2”	1			
15	Furnish and install Pit Meter – 3”	1			
16	Install residential Meter in trailer court	12			
17	Furnish Extended Antenna	1			
18	Furnish and install Meter Horne resetter with valves	1			
19	Furnish and install Residential size ball valve ¾” or 1”	1			
20	Use of freeze tool to replace valve or meter				
21					
22					
23					
	Total Amount Bid				

- All quantities may be changed as need arises by the city.
- All existing Water Meters become property of the city.

If BIDDER is:

An Individual SUBMITTED on _____, 20____

By _____ (Seal)
(Individual's Name)

(Signature)

Doing business as _____

Business Address _____

Phone No.: _____

A Partnership SUBMITTED on _____, 20____

By _____ (Seal)
(Firm Name)

(General Partner)

(Signature)

Business Address _____

Phone No.: _____

A Corporation

SUBMITTED on _____, 20____

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)
Attest _____
(Secretary)

Business Address _____

Phone No.: _____

A Joint Venture

SUBMITTED on _____, 20____

By _____
(Name)

(Address)

(Signature)

By _____
(Name)

(Address)

(Signature)

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address)

City of Windom
444 9th Street, P.O. Box 38
Windom, MN 56101

BID

BID DUE DATE Tuesday the 9th of December 2014
PROJECT Water Meter Replacement Project
Windom, MN

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the following page hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title (Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

All bid are rejected by Owner, or

Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extensions thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of

award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein included a bid, offer or proposal as applicable.



Wellness Committee Announcement

***Earn Additional VEBA Dollars!

What: Financial Incentives for employees to participate in and complete a Volunteer Wellness Program recently made available through the SW/WC Service Cooperative Wellness Institute

Eligibility: **Employees** who are enrolled in the City of Windom's Blue Cross/Blue Shield Insurance (spouses and dependents are not eligible)

Timing of Incentive: Incentives will be distributed to the employee's VEBA account in the first quarter of 2015. Notification will be sent in employee's payroll check.

Available Incentives

- \$100 VEBA credit for participating in biometric screening for blood pressure, cholesterol, and body mass index (BMI) tests and using these results to complete an online health assessment provided by Blue Cross/Blue Shield.
- \$10 per completed BCBS online Wellness Module. 7 modules are available and may include blood pressure control, cholesterol management, nutrition coaching, physical activity, stress management, smoking cessation and weight management.

How Do I Earn this Incentive?

For those who participated in the January 2014 screenings:

1. Complete the Blue Cross/Blue Shield online health assessment by November 21st, using your screening results. If you no longer have the results, they can be picked up at the Wellness Center (hospital) from Tom or Shannon.
2. Complete any or all online Wellness Modules by December 15th, through the Blue Cross/Blue Shield weblink.

https://www.bluecrossmn.com/Page/mn/en_US/member-self-service

- Sign Into your BC/BS account (or Register if you do not have an account – requires your BC/BS Insurance Card)
- Click on the Health & Wellness tab
- Click on "Start your Health Assessment" or "Take my Health Assessment"
- The Wellness Modules are located under the "My Health Programs" tab

For those who did not participate in the January screenings, free screenings will be available at the hospital on November 12th from 7 am to 10 am. Call the city office or stop by to schedule your screening by November 7th. Appointments will take approximately 10 minutes. Screenings will include blood glucose, cholesterol, blood pressure and body composition. This does require a 12-hour fasting prior to your appointment.

**Individual information that employees provide on the health risk assessment or learn through the biometric screening will not be shared with the Employer or the Wellness Institute. Employer receives only information on who completes the health risk assessment and participates in biometric screening solely for the purpose of incentive distribution.

Contact Donna Marcy, Leesa Arndt, or Chelsie Carlson with any questions:

MEMORANDUM AGREEMENT

WELLNESS PILOT PROGRAM (PARTICIPATION BASED)

This Memorandum of Agreement ("Agreement") is entered into as of the **October 21, 2014** by and between the City of Windom (the "Employer") and the exclusive representative of **Local Union 949** ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

Whereas, the Employer desires to offer incentives to employees who voluntarily choose to participate in wellness programs ("Wellness Programs") pursuant to a pilot program (the "Pilot Program") that has been extended through the Southwest/West Central Service Cooperative Wellness Institute ("Wellness Institute").

Whereas, the Pilot Program is intended to be temporary and will sunset at the date agreed upon herein.

Be it therefore resolved, that the Parties agree to the following:

Section 1. Pilot Program. During the term of the Pilot Program, employees will be provided financial incentives to participate in and complete Wellness Programs made available through the Wellness Institute. Participation in the Pilot Program by employees is completely voluntary.

Section 2. Eligibility. Incentives under the Pilot Program are limited to employees who are enrolled in Employer-sponsored group health plans made available through Southwest/West Central Service Cooperative. The Pilot Program shall terminate with respect to any class of employees that ceases to participate in group health plan coverage made available through Southwest/West Central Service Cooperative.

Section 3. Incentive.

- a. Amount of Incentives in 2015. The amount of incentive paid in 2015 will be as follows:
 - \$100 for taking the online health assessment and participating in biometric screening for blood pressure, cholesterol and body mass index (BMI) tests.
 - \$10 per online Wellness Module, provided by BCBS. Employees may receive up to a maximum of \$70 if all 7 modules are completed by December 31, 2014.

The full reward must be available to all similarly situated employees. Seven (7) online wellness modules, will be provided by BCBS, to obtain the full reward. Current online wellness modules include programs for blood pressure control, cholesterol management, nutrition coaching, physical activity, stress management, smoking cessation and weight management. Online modules are participatory-only and do not require participants to meet outcome-based or activity-based requirements. Online modules are subject to change.

The amount of incentives and the programs made available may change in 2016.

b. Timing of incentives. The timing of incentives in 2015 will be as follows:

- In order to be eligible for any incentives in 2015, participants must complete their biometric screening and online health assessment by November 15, 2014. No incentives will be payable for the year unless they complete both steps.
- Incentives will be paid before the end of the first quarter in 2015.

The timing of incentives may change in 2016.

Section 4. Application of Incentives. Incentives will be paid in the form of contributions to the employee's account in the Minnesota Service Cooperative VEBA plan

Section 7. Confidential Information. Individual information that employees provide on the health risk assessment or learn through biometric screening will not be shared with the Employer or the Wellness Institute. The Employer will receive information on who completes the health risk assessment and participates in biometric screening solely for the purpose of determining who is entitled to an incentive.

Section 8. Temporary Program; Sunset Provisions. The Pilot Program may be terminated at the discretion of Employer at any time, but incentives earned before the Pilot Program is terminated will be payable as described herein provided the employee is enrolled in employer-sponsored group health insurance through Southwest/West Central Service Cooperative at the time that incentives are paid. The Pilot Program will automatically terminate on December 31, 2016 unless renewed by agreement of the Parties. Employer is not required to bargain for renewal or extension of the Pilot Program and Union agrees that expiration of the Pilot Program will not constitute a reduction of aggregate benefits.

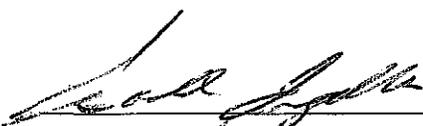
Section 9. Entire Agreement. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

Section 10. No Precedent. This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

Employer:

For the Exclusive Representative:

Date:



Date: 10/27/14



Lutheran Social Service
for changing lives

October 17, 2014

Lutheran Social Service
of Minnesota

Community & Congregational
Services Division

Senior Nutrition Program
715 North 11th St.
Suite 401C
Moorhead, MN 56560
218.233.7521
Fax 218.236.0836

Caregiver Support & Respite
715 North 11th St.
Suite 401C
Moorhead, MN 56560
218.233.7521
Fax 218.236.0836

Dear Site Facility Owner/Operator,

I am enclosing the 2015 site use agreement for your review and signature. Please return the contract to our Moorhead Office in the self-addressed envelope.

Keep a copy of the agreement for your files.

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

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

Sincerely,

Monica Douglas

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



**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2015**

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

This agreement made this ___ day of _____ 2014, by and between City of Windom, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

- I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the City of Windom.
- II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Windom, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Windom, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.
- III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.
- IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.
- V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.
- VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

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

IX. The Nutrition Program agrees to pay a yearly fee of \$3,470, to help offset the costs of operation. Payment will be made on a quarterly basis.

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

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2015 to December 31, 2015, to be used as a nutrition site for seniors on the following days/evenings: _____.

XII. Other: _____

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

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

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

Signature Date

Print Name

Address

Phone

Fax

E-mail

LSS Senior Nutrition Program 2015 Site Use Agreement Addendum

This addendum is hereby incorporated into the attached Site Use Agreement entered into by LSS and the City of Windom on the 4th day of November, 2014.

Both parties hereby agree to the following:

1. Site – the site for the Senior Nutrition Program is the Windom Community Center, 1750 Cottonwood Lake Drive, Windom, MN 56101; hereafter "site". The primary areas to be utilized for the Senior Nutrition Program will be Room #120 (kitchen and dining area).
2. Access – LSS and/or their representatives, vendors, employees or patrons shall not have keys or unsupervised access to the site. City of Windom employees will provide access to the site generally between the hours of 7:00 a.m. and 1:00 p.m. Monday – Friday (unless the site is closed due to weather or holiday). LSS and Senior Nutrition Program representatives and staff acknowledge that parties renting space at the facility and maintenance/repair persons may need access to the kitchen or other areas on occasion.
3. Right of Use -- Should the Windom Community Center, from time to time, require the use of Room #120 LSS and the Senior Nutrition Program agree to relocate per the direction Windom Community Center staff to another area of the site which is reasonably sufficient to meet the needs of the Senior Nutrition Program or to allow for the pick-up of meals for home delivery. Notification to the Senior Nutrition Program's on site representative, or his/her designee, shall be provided by the Windom Community Center staff at least 24 hours in advance.

LSS acknowledges that the Windom Community Center hosts other meetings and events, as such, the Windom Community Center reserves the right to ask Senior Dining to limit noise (e.g. piano playing and/or amplified sounds).

4. Insurance – LSS will provide the City of Windom with evidence that the site is covered under the umbrella issued by _____ . Certificate Number _____.
5. Cleaning – The Senior Nutrition Program agrees to restore community facilities to ordinary cleanliness after use according to paragraph IV of this Agreement. Said ordinary restoration will include, but is not limited to, wiping down tables and chairs, wiping/cleaning up food or debris from the floor, wiping down kitchen equipment and walls after use, mopping the kitchen floor.
6. Snow Policy – The Windom Community Center and LSS Senior Nutrition Program agree that there will be no senior activities including the Senior Dining Program on "snow days" as determined by the Windom School District.
7. Supplies – LSS Senior Nutrition Program acknowledges that the Windom Community Center is not responsible for the purchase or provision of 'expendables' used by the Senior Nutrition Program such as hand towels, paper towels, dish washer soap or cleaning supplies. Windom Community Center agrees to work with LSS to provide a secure location for the storage of said supplies.

NORTHLAND SECURITIES

October 23, 2014

Mr. Steven Nasby
Administrator
City of Windom
444 9th Street
Windom, MN 56101

**RE: Engagement of Northland Securities as Underwriter
City of Windom Hospital Gross Revenue Bonds**

Dear Mr. Nasby:

In recent years, Congress has enacted legislation seeking to reform financial markets in the wake of the Great Recession. One of the most prominent pieces of legislation is the Dodd-Frank Wall Street Reform and Consumer Protection Act. The implementation of Dodd-Frank has led to a series of regulatory changes governing municipal securities. One objective of the regulations is to promote a clear understanding between issuers and the parties from which they receive advice on the issuance of municipal securities. Federal securities regulations now require you to affirmatively engage Northland before we can provide you with advice on the issuance of municipal securities acting in the capacity of underwriter. This letter establishes this engagement.

The City of Windom (the "City") seeks to engage Northland Securities to serve as underwriter for the issuance of City of Windom Hospital Gross Revenue Bonds (the "Issue"). The City desires Northland to provide all of the services needed to create and execute a plan to underwrite the Issue, including:

1. Advice regarding the structure, timing, terms, and other similar matters (including actions needed to authorize the issuance) of the Issue.
2. Preparation of rating strategies and presentations related to the Issue.
3. Assistance in the preparation of the preliminary and final official statements.
4. Assistance with the closing of the Issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for such closing.
5. Coordination with respect to obtaining CUSIP numbers and the registration of the Issue with the book-entry only system of the Depository Trust Company.
6. Preparation of post-sale reports for such municipal securities.

This engagement applies solely to the Issue. The engagement is nonbinding. The City is under no obligation to undertake the Issue.

In acting as underwriter, Northland has a duty under rules of the Municipal Securities Rulemaking Board (MSRB) to make certain disclosures to the City concerning its role, its

compensation, and actual or potential material conflicts of interest. In engaging Northland in this capacity, the Issuer should be aware of the following:

1. Acting as underwriter for the Issue, Northland will provide advice to the City with respect to the structure, timing, terms, and other similar matters concerning the Issue. The City is responsible for understanding and assessing the implications of the Issue.
2. Northland will purchase, or arrange for the placement of, the Issue in an arm's-length commercial transaction with the City. In this process, Northland is required to deal fairly at all times with both the City and investors. Northland has a duty to purchase the Issue from the City at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable.
3. Under federal securities laws Northland does not have a legal fiduciary duty to the City (unlike a municipal advisor) and is, therefore, not required by federal law to act in the best interests of the City without regard to its own financial or other interests. Northland has financial and other interests that differ from those of the Issuer.
4. Northland will coordinate the issuance process including closing and delivery of proceeds. Northland will review the official statement for the Issue in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
5. Northland will disclose any potential or actual material conflicts related to this engagement.
6. Northland's compensation is based on the size of the Issue and is contingent on the closing of the Issue (see below). The MSRB has identified this means of compensation as presenting a conflict of interest, because it may cause Northland to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

For serving as underwriter with respect to the Issue, Northland shall be paid an underwriter's discount based on a percentage of the total par amount of the Issue. The underwriter's discount will be \$9.50/1,000. The compensation due to Northland shall be deducted from proceeds at closing.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.

The City agrees to pay for all other expenses related to the processing of the Issue including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.
- CUSIPS, MSRB, DTC, Day Loan, MIPF, IPREO

Underwriter Engagement

It is expressly understood that there is no obligation on the part of the City under the terms of this engagement to undertake the Issue. If not issued, Northland agrees to pay its own expenses and receive no fee for any services it has rendered.

To engage Northland Securities as underwriter for the Issue as described in this letter, please sign and return this letter. In signing this letter, the City acknowledges and accepts the representations made in this letter. We look forward to working with you on this Issue. I would be happy to discuss this letter, our relationship with the City for the Issue, or other aspects of applicable federal securities regulations.

Sincerely,



Mark L. Beese
Executive Vice President

Engagement of Northland Securities as underwriter and receipt of related disclosures acknowledged by the City of Windom.

Date: _____
Name: _____
Title: _____

Master Services and Management Agreement

Between

The City of Windom, Minnesota

And

Southwest Minnesota Broadband Services

This Master Services and Management Agreement (“Agreement”) is entered into by and between the City of Windom, a Minnesota municipality (Windom) and Southwest Minnesota Broadband Services, a Minnesota non-profit corporation (“SMBS”), as of the date first written below.

WHEREAS, the Windom has authority from the Minnesota Public Utilities Commission (“Commission”) to operate as a telecommunications carrier within the State of Minnesota and is currently providing local and long distance telecommunications services in the southwestern Minnesota, and

WHEREAS, Windom is currently providing cable television and high-speed internet access services in the southwestern Minnesota, and

WHEREAS, Windom has the capacity to provide telecommunications, cable television, and internet access services at wholesale and wishes to do so, and

WHEREAS, SMBS wishes to obtain local and long distance telecommunications, cable television, and internet access services from Windom, and

WHEREAS, Windom has experience in managing the operations of its telecommunications, cable television, and internet access services and wishes to provide operational services to third parties; and,

WHEREAS, SMBS wishes to obtain management services from Windom,

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 “Agent” means contractors, consultants and other advisors working on behalf of either party
- 1.2 “Commission” means the Minnesota Public Utilities Commission.
- 1.3 “End User Customer” is a Person to whom a Party provides or has agreed to provide a specific service or set of retail services.
- 1.4 “Day” means calendar days unless otherwise specified.
- 1.5 “Party” means either Windom or SMBS and “Parties” means Windom and SMBS.
- 1.6 “Person” is a general term meaning as individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

- 1.7 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.8 "Telecommunications Carrier" means any provider of Telecommunications Services.
- 1.9 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.10 "Cable Television Services" means a system that (1) provides the service of the receiving and amplifying (i) programs broadcast by one or more television stations and (ii) other programs originated by a person operating a cable communications system or by another person, and (2) distributes those programs by wire, cable, microwave or other means, regardless of whether the means are owned or leased, to persons who subscribe to the service..
- 1.11 "Internet Access Services" means a system that provides internet access including backbone network access, Internet Protocol addressing, e-mail and security services.

2. GENERAL TERMS AND CONDITIONS.

- 2.1 Term and Renewals. The initial term of the Agreement will be for five years from the date first written below, unless terminated under the provisions of Section 16 below. This Agreement will automatically renew for Two (2) additional terms of three years each, unless not later than nine months prior to the end of a term, one party gives notice in writing to the other that it will not consent to an additional term.
- 2.2 Services. Windom will provide and SMBS will purchase the services set out on Exhibits A, B, C and D attached hereto and made a part of this Agreement.
- 2.3 Changes to Services. The parties may from time to time mutually agree to modify the services being provided and purchased under this Agreement, and will replace Exhibits A, B, and/or C with revised Exhibit (s), which will become a part of this Agreement going forward from the date of such replacement.
- 2.4 Pricing. Prices for the services which SMBS purchases will be as set out on Exhibit E attached hereto and made a part of this Agreement.
- 2.5 Changed in Pricing. The prices set out in Exhibit D will be fixed for the first three years of this Agreement. Thereafter, Windom may only increase prices by mutual agreement

of both parties; Windom may at any time decrease a price on Exhibit B by giving SMBS 30 day's written notice of that decrease.

- 2.6 Independence. Each party is solely responsible for the services it provides to its End Users. This provision is not intended to limit the liability of either party for its failure to perform under this Agreement.

3. PAYMENT.

- 3.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice ("Payment Due Date"). If Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday.
- 3.2 With the Commissioner's permission, Windom may disconnect services provided under Exhibit A for failure by SMBS to make full payment, less any good faith disputed amount as provided for in Section 26 of this Agreement, for the relevant services provided under this Agreement within sixty (60) days following the payment due date. Windom will notify SMBS at least thirty (30) business days prior to disconnection of the service(s). In case of such disconnection, all undisputed charges, including termination charges, shall become due.
- 3.3 Windom may disconnect services provided under Exhibits B or C for failure by SMBS to make full payment, less any good faith disputed amount as provided for in Section 26 of this Agreement, for the relevant services provided under this Agreement within sixty (60) days following the payment due date. Windom will notify SMBS at least thirty (30) business days prior to disconnection of the service(s). In case of disconnection, all applicable undisputed charges, including termination charges, shall become due.
- 3.4 Should SMBS dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) days following the payment due date identifying the amount due. Both Parties agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.
- 3.5 If SMBS disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges. If the disputed charges have been

withheld and the dispute is resolved in favor of Windom, SMBS shall pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of SMBS, Windom shall credit SMBS' bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the next Bill Date after the resolution of the dispute.

3.6 If SMBS pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of SMBS, Windom will adjust the Billing, within on Billing cycle after the resolution of the dispute, as follows:

3.6.1 bill for the disputed amount and any associated interest; or

3.6.2 If the disputed amount is greater than the bill to be credited, pay the remaining amount to SMBS

3.6.3 The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

3.6.4 If SMBS fails to dispute a rate or charge within sixty (60) days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

3.7 SMBS shall be responsible for notifying its End User Customers of any pending disconnection of service, if necessary, to allow those End User Customers to make other arrangements for such services.

4. **TAXES.** Any federal, state or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, to the extent a sale is claimed to be for resale tax exemption, SMBS shall furnish Windom a proper resale tax exemption certificate. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5. **INSURANCE.** Each Party shall at all time during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, person injury or property damage and contractual liability with respect to the liability assumed by each Party hereunder. The limits of

insurance shall not be less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) general aggregate limit. Upon request each Party will provide a certificate of insurance evidencing coverage. Such certificate shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate.

6. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

7. **LIMITAION OF LIABILITY.**

7.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to SMBS under this Agreement during the contract year in which the cause accrues or arises.

7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues,

lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

- 7.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.
- 7.4 Nothing contained in this Section shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.
- 7.5 Windom shall take reasonable steps to protect and preserve any of SMBS equipment which is housed in Windom or City of Windom property and notwithstanding the other provisions of this Section 7, Windom shall be liable for all loss or harm to such SMBS equipment occurring as a result of Windom's acts or failures to act, but shall have not liability for loss or harm to such SMBS equipment in the case of natural disaster, third party theft, or acts of God. As part of its insurance obligations under Section 5 above, SMBS shall obtain and keep in place insurance adequate to fully replace such such equipment in the event of a loss or harm.

8. INDEMNITY.

- 8.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:
 - 8.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expensed (including attorneys' fees), whether suffered, made instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of

or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

8.1.2 In the case of claims or loss alleged or incurred by the End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

8.2 The indemnification provided herein shall be conditioned upon:

8.2.1 The Indemnified party shall promptly notify the Indemnifying Party of any action taken against the Indemnified party relating to the indemnification. Failure to do notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying party's ability to defend such claim.

8.2.2 If the Indemnifying party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the

defense of any such action and the relevant records of each Party shall be available to the other party with respect to any such defense.

- 8.2.3 In no event shall the Indemnifying party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified party. In the event the Indemnified party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified party against, any cost or liability in excess of such refused compromise or settlement.

9. INTELLECTUAL PROPERTY.

- 9.1 Nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either party. Nothing in the Agreement shall be construed as the grant to the other party of any rights or licenses to trade or service marks. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of the separate agreement between the Parties.
- 9.2 Subject to Section 8, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 8, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying party or (b) any modification made to the facilities or services of the Indemnifying party by, on behalf of or at the request of the Indemnified party and not required by the indemnifying party. In the event of any claim, the Indemnifying party may, at its sole option (a) obtain the right for the

Indemnified Party to continue to use the facility or services; or (b) replace or modify the facility or service to make such facility or service non-infringing.

- 9.3 If the Indemnifying Party is not reasonably able to obtain the right for continues use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying party shall notify the Indemnified party and the parties shall negotiate in good faith regarding reasonable modifications to the Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The indemnifying party may request that the Indemnified party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.
- 9.4 Windom shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Windom in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for SMBS to use such facilities and services as contemplated hereunder and at least in the same manner used by Windom for the facilities and services provided hereunder. Windom shall notify SMBS immediately in the event that Windom believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.
- 9.5 Windom will not enter into any licensing agreements with respect to any Windom facilities, equipment or services, including software, that contain provisions that would disqualify SMBS from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of the Agreement. Windom warrants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying SMBS from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of the Agreement. To the extent that providers of the facilities, equipment, services or software in Windom's network provide Windom with indemnities covering intellectual property liabilities and

those indemnities allow a flow-through of protection to the third parties, Windom shall flow those indemnity protections through to SMBS.

- 9.6 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates.

10. QUALITY OF SERVICE.

- 10.1 The services which Windom provide SMBS for resale shall be at least equal in quality to those services which Windom provides itself and its retail End User Customers, and shall be delivered and provided to SMBS in substantially the same time and manner that they are delivered and provided to Windom's own retail End User Customers. Windom shall provide services to SMBS under Exhibit A in accordance with the Commission's retail service quality requirement, if any. Windom further agrees to reimburse SMBS for credits or fines and penalties assessed against SMBS as a result of Windom's failure to provide service to SMBS, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Windom as part of a performance assurance plan, and further subject to the following provisions:
- 10.2 Windom shall provide service credits to SMBS for resold services under Exhibit A in accordance with the Commission's retail service requirements that apply to Windom retail services, if any.
- 10.3 In no case shall Windom be required to provide duplicate reimbursement or payment to SMBS for any service quality failure incident.
- 10.4 Performance standards are set out on Exhibit A-1 of this Agreement. Any subsequent changes to these standards shall be incorporated into Exhibit A-1 only by agreement of the Parties or by operation of law or Commission order.

11. BILLING.

- 11.1 Windom shall bid SMBS and SMBS will be responsible for all applicable charge for services provided hereunder.

11.2 Windom shall provide SMBS, on a monthly basis, within seven (7) to ten (10) days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format (1) a summary bill, and (2) individual End User customer sub-account information in form and content as mutually agreed upon by both parties.

12. **MAINTENANCE AND REPAIR.** Windom will maintain its facilities and equipment used to provide SMBS with services under this Agreement. SMBS may not rearrange, move disconnect or attempt to repair Windom's facilities or equipment, including facilities or equipment that may terminate or be located at SMBS's End User Customer's premises, other than by connection or disconnection to any interface between Windom and the End User Customer's facilities, without the written consent of Windom. Specific provisions related to maintenance and repairs are set out in Exhibit C to this Agreement.

13. **NETWORK SECURITY.**

13.1 **Protection of Service and Property.** Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property.

13.2 Each Party is responsible to provide security and privacy of communications.

13.3 Each Party's employees, agents or representatives must secure its own portable test equipment and spares, and shall not use the test equipment or spares of the other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted.

13.4 Each Party is responsible for the physical security of its employees, agents or representatives.

13.5 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other party, prompt notification will be given to the damaged Party by verbal notification between the parties' technicians at the site or by telephone to each party's 24 c 7 security numbers.

13.6 **Revenue Protection.** Windom shall make available to SMBS all present and future fraud prevention or revenue protection features employed by Windom.

14. **WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY**

AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. This provision shall not serve to eliminate, or otherwise limit, the Parties' quality of service obligations pursuant to applicable Minnesota law, including Minnesota Rules 7812.0700, and 7810.0100 to 7810.6100, and those set out in Exhibit C hereto.

15. ASSIGNMENT.

- 15.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control without the consent of the other party, provided that the performance of the Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. The Party making the assignment shall be responsible for notify the Commission no less than sixty (60) days in advance of the effective date of the assignment and securing any required approval(s) from the Commission.
- 15.2 In the event that Windom Transfers to any unaffiliated party exchanges including End User Customers that SMBS serves in whole or in part through facilities or services provided by Windom under this Agreement, the transferee shall be deemed a successor to Windom's responsibilities hereunder for a period of ninety (90) days from notice to SMBS of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Windom shall use its best efforts to facilitate discussions between SMBS and the transferee with respect to transferee's assumption of Windom's obligations pursuant to the terms of this Agreement.

16. TERMINATION.

- 16.1 Either Party may terminate this Agreement for breach of this Agreement by the other party by providing to the other Party notice in writing stating the failure(s) or breach(es)

alleged to have occurred and the cure(s) required for such failure(s) or breach(es). If the Party receiving such written notice has not reasonably cured the stated failure (s) or breached (es) within 30 days of the date on which written notice was given, the party giving the notice may declare this Agreement terminated, and that party shall be released from any further performance under this Agreement. If the Party receiving the written notice reasonably cures the stated failure(s) or breach(es) within 30 days of the date on which written notice was given, termination for cause shall not occur.

- 16.2 If SMBS shall fail to pay amounts due under this Agreement (after following all steps of the billing dispute provisions of Section 3 about), Windom may terminate this Agreement for such failure to pay by providing final written notice not less than 60 days prior to the date of termination. In the event of such termination for failure to pay, SMBS shall be liable to Windom for liquidated damages in the amount of all outstanding payments due plus any capital costs incurred by Windom to provide SMBS service under the contract.
- 16.3 Termination of this Agreement by either Party for any reason shall not impair a Party's rights to pursue the other Party for any claims arising in connection with or out of this Agreement.
- 16.4 The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- 16.5 Windom shall not disconnect services provided to SMBS under Exhibit A without first obtaining Commission approval.
- 16.6 Windom may at the request of the National Cable Television Cooperative or other independent content providers terminate services under Exhibit B if SMBS does not make timely payment to the content provider for access to content.
17. **DISCLAIMER OF AGENCY.** Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the

other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

18. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION. Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both parties shall defend and hold harmless the other, its officer, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying party, its contractors or agents introduce to the Work Locations or (ii) the presence of release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

19. NONDISCLOSURE.

19.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one party to the other party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "proprietary", or (iii) communicated and declared to the receiving party at the time of delivery, or by written notice given to the receiving party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct and inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) days after the information is disclosed. The receiving party shall from that time forward, treat such information as Proprietary Information. To the extent

permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

19.2 Upon request by the disclosing Party, the receiving party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving party may retain one copy for archival purposes.

19.3 Each Party shall keep all of the other Party's Proprietary Information confidential. Each Party shall use the other party's Proprietary Information only in connection with this Agreement and in accordance with Applicable law, including but not limited to 47 U.S.C. & 222. In accordance with Section 222 of the Act, when either party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

19.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

19.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or becomes publicly known through no wrongful act of the receiving Party; or is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

19.4.2 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or

19.4.3 is approved for release by written authorization of the disclosing Party; or

- 19.4.4 is required to be disclosed by the receiving Party pursuant to Applicable law or regulation provided that the receiving party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- 19.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.
- 19.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of the Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.
- 19.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of the Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of the Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.
- 19.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.
- 19.9 The Parties further recognize and agree that the Commission may obtain any and all records of the Parties that the Commission considers necessary to fulfill its duties under Minnesota and federal law.

19.10 Neither Party will sell or disclose the other Party's End User Customer information or other data regarding the other Party's operations customer to any third party, unless required by law or specifically authorized in writing by the other Party.

20. **SURVIVAL.** Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of the Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

21. **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect. If any term, condition or provision of the Agreement, or the Agreement in its entirety, is construed to be invalid or unenforceable pursuant to this section, the Parties shall notify the Commission of the construction. If the Parties negotiate a replacement provision or provisions pursuant to this section, the parties shall submit the new provision to the Commission for its review. If the Parties cannot agree on a replacement provision, the Parties shall submit the issue to the Commission for resolution.

22. **DISPUTE RESOLUTION.**

22.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) days after delivery of the written notice of dispute, designate a senior management employee or other representative with authority to make commitments to review, meet and negotiate, in good faith, to resolve the dispute. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery

and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

22.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may bring a claim to the Federal Communications Commission or the Minnesota Public Utilities Commission where the action falls within those jurisdictions, or to Minnesota state court when those agencies do not have jurisdiction, or to a forum to which both Parties have agreed. The Parties agree that such courts have personal jurisdiction over them.

22.3 Any final and binding order resulting from a dispute resolved under the procedures of the Section may be entered in any court having jurisdiction thereof.

22.4 No cause of action regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

23. **CONTROLLING LAW.** This Agreement shall be interpreted solely in accordance with applicable federal law and the laws of the State of Minnesota.

24. **NOTICES.**

24.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested,

For Windom:

Name: Dan Olsen

Title: General Manager

Company Name: City of Windom

Address: 444 9th St, PO Box 38

City/State/Zip: Windom, MN 56101-0038

Phone: 507-832-8007

Fax: 507-832-8010

E-mail: dano@windomnet.com

For SMBS:

Name: Keith Stubbe

Title: Board Chair

Company Name: Southwest Minnesota Broadband Services

Address: 301 Main Street

City/State/Zip: Lakefield, MN 56150

Phone: 877-655-7627

Fax: 651-967-7196

E-mail: info@swmbg.com

24.2 If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section.

25. **RESPONSIBILITY OF EACH PARTY.** Each party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and remains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that party's obligations hereunder.

26. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to

this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing by reference in this Agreement. Notwithstanding the foregoing, the parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that of the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.

27. **PUBLICITY.** Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.
28. **COMPLIANCE.** Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Windom and SMBS agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.
29. **AMENDMENTS.**
- 29.1 Either Party may request an amendment to this Agreement regarding services, pricing or terms at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.
- 29.2 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of the Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
30. **ENTIRE AGREEMENT.** This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior

understanding, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement.

31. **EXECUTED IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterpart's shall together constitute one and the same instrument.

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, SMBS and Windom adopt this Agreement and agree to abide by the terms and conditions set forth herein.

City of Windom/Windom

Southwest Minnesota Broadband Services

Signature

Signature

Name typed or printed

Name typed or printed

Title

Title

Date

Date

EXHIBIT A
TELECOMMUNICATIONS SERVICES

1. **BASIC EXCHANGE SERVICE.** Windom shall provide to SMBS for its End User Customer a Basic Exchange service which provided the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are each Basic Exchange Services. Basic Exchange Service also includes access to ancillary services such as 911, Directory Assistance, and operator services.
2. **DIRECTORY ASSISTANCE.** Windom shall provide Directory Assistance service to SMBS's End User Customers.
3. **EMERGENCY-911.** Windom will provide the SMBS, for SMBS's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). SMBS will generate End User Customer information and transmit that information to Windom. Windom shall not be responsible for any failure of SMBS to provide accurate End User Customer information for listings in any databases in which Windom is required to retain and /or maintain such information. Windom shall timely provide SMBS's End User Customer information to the Automatic Location Identification/Database Management System (SLI/DMS) over for each PSAP over Windom's connection(s). Windom shall use its standard process to update and maintain SMBS's End User Customers service information in the ALI/DMS used to support E911/911 services on the same schedule that is uses for its retail End User Customers. Windom assumes no liability for the accuracy of information provided by SMBS.
4. **FEATURE SET.** Windom shall make available a package of vertical features which may be selected by an End User Customer, including Voice Mail, Caller ID, Call Waiting, Call Forwarding, Speed Dialing, Selective Call Rejection, Busy Call Forward, and SIM Ring.
5. **LONG DISTANCE.** Windom shall make available interstate and intrastate long distance calling for SMBS End User Customers.
6. **PIC ASSIGNMENT.** SMBS shall designate the Primary interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services.

SMBS and Windom shall follow all Applicable Laws, rules and regulations with respect to PIC changes.

7. **DIRECTORY PUBLISHER.** Windom and SMBS agree that certain issues outside the provision of basic white page directory listing, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listing criteria, white page enhancements and publication schedules will be the subject of negotiations between SMBS and directory publishers. Windom acknowledges that SMBS may request Windom to facilitate discussions between SMBS and Windom Official Directory Publishers.
8. **COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994.** Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the noncompliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services full comply with CALEA.

EXHIBIT A -1
REPAIR AND MAINTENANCE

1. Service Levels.

- 1.1.1 Windom will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Windom provides for itself and its End User Customers. Windom shall provide SMBS repair status information in substantially the same time and manner as Windom provides for its retail services.
- 1.1.2 During the term of this Agreement, Windom will provide necessary maintenance business process support to allow SMBS to provide similar service quality to that provided by Windom to itself and its End User Customers.

2. Service Interruptions.

- 2.1.1 The characteristics and methods of operations of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- 2.1.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing party is unable to promptly remedy the Impairment of Service, the

Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

- 2.1.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center of such service.
- 2.1.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
- 2.1.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.
- 2.1.6 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to itself and its End User Customers.
- 2.1.7 The Parties shall cooperate in isolating trouble conditions.

3. Trouble Isolation.

- 3.1.1 SMBS is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. SMBS will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to SMBS, prior to reporting trouble to Windom. SMBS shall have access for testing purposes at the Demarcation Point, NID or Point of Interface. Windom will work cooperatively with SMBS to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Windom's network. Windom and SMBS will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.3.2 and 9.3.3 below.
- 3.1.2 When SMBS requests that Windom perform trouble isolation with SMBS, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side the Demarcation Point, and SMBS authorizes Windom to repair trouble on SMBS's behalf, Windom will charge SMBS the appropriate Additional Labor Charge set forth in Exhibit D in the addition to the Maintenance of Service charge.

- 3.1.3 When SMBS elects not to perform trouble isolation and Windom performs tests at SMBS request, a Maintenance of Service charge shall apply if the trouble is not in Windom's facilities. Maintenance of Service charges is set forth in Exhibit A. When trouble is found on Windom's side the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) days, Maintenance of Service charges shall not apply.
- 3.1.4 If SMBS reports the same trouble ticket with a no trouble found more than once within a 30 day period Windom may invoice SMBS for technician and related staff time at two times the hourly rate in Exhibit D.
- 3.1.5 Testing/Test Requests.
- 3.1.5.1 Where SMBS does not have the ability to diagnose and isolate trouble on a Windom line, circuit, or service provided in the Agreement that AMBS is utilizing to serve an End User Customer, Windom will conduct testing, to the extent testing capabilities are available to Windom, to diagnose and isolate a trouble in substantially the same time and manner that Windom provides for itself, its End User Customers, its Affiliates, or any other party.
- 3.1.5.2 Prior to Windom conducting a test on a line, circuit, or service provided in this Agreement that SMBS is utilizing to serve an End User Customer, Windom must receive a trouble report from SMBS.
- 3.1.5.3 On manually reported trouble for non-designed services, Windom will provide readily available test results to SBS or test results to SMBS in accordance with any applicable Commission rule for providing test results to End User Customers or SMBS's. On manually reported trouble for designed services provided in the Agreement, Windom will provide SMBS test results upon request. For electronically reported trouble, Windom will provide SMBS with the ability to obtain basic test results in substantially the same time and manner that Windom provides for itself, its End User Customers, its Affiliates, or any other party.
- 3.1.5.4 SMBS shall isolate the trouble condition to Windom's portion of the line, circuit, or service provided in the Agreement before Windom accepts a trouble report for that line, circuit or service. Once Windom accepts the trouble report from SMBS, Windom shall process the trouble report in substantially the same time and manner as Windom does for itself, its End User Customers, its Affiliates, or any other party.

- 3.1.5.5 Windom shall test to ensure electrical continuity and services it provides to SMBS prior to closing a trouble report.
- 3.1.6 Work Center Interfaces. Windom and SMBS shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.
- 3.1.7 Major Outages/Restoral/Notification.
 - 3.1.7.1 Windom will notify SMBS of major network outages in substantially the same time and manner as it provides itself and its End User Customers. This notification will be via e-mail to SMBS's identified contact. Windom will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Windom. The e-mail notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Windom and /or industry standards.
 - 3.1.7.2 Windom will meet with associated personnel from SMBS to share contact information and review Windom's outage restoral processes and notification processes.
 - 3.1.7.3 Windom's emergency restoration process operates on a 7x24 basis.
- 3.1.8 Protective Maintenance.
 - 3.1.8.1 Windom will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself and its End User Customers.
 - 3.1.8.2 Windom will work cooperatively with SMBS to develop industry-wide processes to provide as much notice as possible to SMBS of pending maintenance activity. Windom shall provide notice of potentially SMBS Customer impacting maintenance activity, to the extent Windom can determine such impact, and negotiate mutually agreeable dates with SMBS in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.
 - 3.1.8.3 Windom shall advise SMBS of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Windom on any services, including, to the extent Windom can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact SMBS and or SMBS End

User Customers. Windom shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Windom shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise SMBS promptly of any such actions it takes.

3.1.9 Hours of Coverage. Windom's repair operation is seven (7) days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7x24 basis. Where such 7x24 coverage is not available, Windom's repair operations center (always available 7x24) can call-out technicians or her personnel required for the identified situation.

3.1.10 Escalations.

3.1.10.1 Windom will provide trouble escalation procedures to SMBS. Such procedures will be substantially the same type and quality as Windom employs for itself, its End User Customers, its Affiliates, or any other party. Windom escalations are manual processes.

3.1.10.2 Windom repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through three tiers: tester, on-duty supervisor, operations manager. The first escalation point is the tester. SMBS may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

3.1.10.3 Windom shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) day period.

3.1.11 Dispatch.

3.1.11.1 Windom will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself and its End User Customers.

3.1.11.2 Upon the receipt of a trouble report from SMBS, Windom will follow internal processes and industry standards, to resolve the repair condition. Windom will dispatch repair personnel on occasion to repair the condition. It will be Windom's decision whether or not to send a technician out on a dispatch. Windom reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should SMBS require a dispatch when Windom believes the dispatch is not

necessary, appropriate charges will be billed by Windom to SMBS for those dispatch – related costs in accordance with Exhibit A if Windom can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by SMBS facilities or equipment.

3.1.12 Electronic Reporting

3.1.12.1 SMBS may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Windom.

3.1.12.2 The status of manually reported trouble may be accessed by SMBS through electronic interfaces.

3.1.13 Intervals/Parity. Trouble conditions reported by SMBS will receive commitment intervals in substantially the same time and manner as Windom provides for itself and its End User Customers.

3.1.14 Jeopardy Management. Windom will notify SMBS, in substantially the same time and manner as Windom provides this information to itself and its End User Customers, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At SMBS; option, notification may be sent by email or fax through the electronic interface. AMBS may telephone Windom repair center or use the electronic interfaces to obtain jeopardy status.

3.1.15 Trouble Screening.

3.1.15.1 SMBS shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Windom only trouble reports that involve Windom facilities. For services and facilities where the capability to test all or portions of the Windom network service or facility rest with Windom, Windom will make such capability available to SMBS to perform appropriate trouble isolation and screening.

3.1.15.2 Windom will cooperate with SMBS to show SMBS how Windom screens trouble conditions in its own centers, so that SMBS may employ similar techniques in its centers.

3.1.16 Maintenance Standards

3.1.16.1 Windom will cooperate with SMBS to meet the maintenance standards outlined in this Agreement.

- 3.1.16.2 On manually reported trouble, Windom will inform SMBS of repair completion in substantially the same time and manner as Windom provides to itself and its End User Customers. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.
- 3.1.17 End User Customer Interface Responsibilities. SMBS will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.
- 3.1.17.1 Repair Call Handling. Manually-reported repair calls by SMBS to Windom will be answered with the same quality and speed as Windom answers calls from its own End User customers.
- 3.1.18 Single Point of Contact. Windom will provide a single point of contact for SMBS to report maintenance issues and trouble reports seven (7) days a week, twenty-four (24) hours a day. A single 7x24 trouble reporting telephone number will be provided to SMBS for each category of trouble situation being encountered.
- 3.1.19 Network Information.
- 3.1.19.1 Windom maintains an information database, available to SMBS for the purpose of allowing SMBS to obtain information about Windom's NPA's, LATA's, Access Tandem Switches and Central Offices.
- 3.1.19.2 Data in that information database will be updated in substantially the same time and manner as Windom updates the same data for itself and its End User Customers.
- 3.1.20 Maintenance Windows.
- 3.1.20.1 Generally, Windom performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.
- 3.1.21 Generally, the maintenance window is between 10:00 pm through 6:00 am Monday through Friday, and Saturday 10:00 pm through Monday 6:00 am, Central Time. Although Windom normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Windom will provide notification of any and all maintenance activities that may impact SMBS ordering practices such as embargoes, moratoriums, and quiet periods in substantially

the same time and manner as Windom provides this information to itself and its End User Customers.

EXHIBIT B
CABLE TELEVISION SERVICES

1. **Services Provided.** Windom shall provide SMBS at the rates defined in exhibit D cable television access to cable and local television content providers and related systems for the provisioning of set top boxes and other receiving devices, and service packages.
2. **Channel Lineup.** Windom and SMBS shall work to develop a cable television channel lineup that will provide competitive cable services in the communities SMBS serves.
 - 2.1 **Additional Channels.** If SMBS requires channels not currently provided by Windom to its own customers then SMBS shall be responsible for any additional capital equipment costs and installation expenses bore by Windom. If both parties agree to add the requested channel to the lineup costs shall be shared by both parties.
 - 2.2 **Timing of additional channels –** SMBS and Windom shall limit the addition of channels to twice each calendar year.
 - 2.3 **Channel Positioning –** both Windom and SMBS shall work to establish a channel lineup and channel positioning that will create the most cost effective channel lineup.
3. **Access to System.** Windom shall work with SMBS to allow for access to systems required to provision set-top boxes and other premium cable services. AMBS shall pay a pro-rated share of maintenance of these systems.
4. **FCC Reporting.** SMBS shall prepare and submit all reports to the City, FCC and any other governmental authorities, including the FCC as may be necessary in connection with the operation of the Business.
5. **Billing and Collection Services.** Windom shall timely provide to SMBS all data and information as may be necessary for SMBS to generate monthly bills to submit to its End User Customers with respect to video services purchased. In no event will Windom be responsible for providing billing and collection services to SMBS, except as the parties hereafter agree to in writing, for an additional fee to set as part of such an agreement.

6. **Installation Services.** Windom acknowledges that SMBS will provide installation services to initiate the provision of services. Windom shall not be responsible for the installation of cable television services to SMBS End User Customers except when provisioning for set-top boxes or premium content is required.
7. **Licenses.** SMBS shall apply for and use reasonable efforts to obtain and maintain all licenses and permits required in connection with the management, operation and maintenance of Business. Windom agrees to execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with SMBS in applying for and maintain such licenses and permits.
8. **Minimization of Service Interruptions.** Windom shall use commercially reasonable efforts to minimize any interruption of or interference with the receipt, use and enjoyment of the Video Signals by the Customers of the SMBS and shall use commercially reasonable efforts to restore any interruption or to eliminate any such interference as quickly as reasonable practicable.
9. **Local and Public Access Channels.** The establishment and maintenance of Local and Public Access Channels shall be the responsibility of SMBS. Both Windom and SMBS shall work cooperatively to place Local and Public Access Channels into the channel lineup for SMBS.
10. **Facilities.** Windom and SMBS each acknowledges and agrees that it shall perform its duties and obligations under this Agreement out of its own facilities and using its own personnel.
11. **Head End.** Windom shall, as its sole cost and expense, maintain and repair the Head end and permit the use thereof in connection with the provisioning of services to SMBS.

EXHIBIT D
PRICING FOR ALL SERVICES

- **Telecom Pricing from Model**
 - Access Line \$5.00
 - Feature Set \$2.50
 - LD .04/minute
- **Cable TV Pricing**
 - Cable Television Access Line \$5.00
 - Set-Top Box Licensing \$3.00
- **Internet Access Pricing**
 - Internet Connectivity - \$9.00 per subscriber (per model) which includes:
 - Backbone network access
 - Email addresses
 - IP addressing



Windom, MN

Expense Approval Report

By Fund

Payment Dates 10/16/2014 - 10/29/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
FULDA CREDIT UNION	20141017	10/17/2014	INVESTMENT ACCOUNT	100-10400	245,050.00
					245,050.00
Activity: 41110 - Mayor & Council					
CONVENT. & VISTOR BUREAU	20141021	10/21/2014	LODGING TAX-RED CARPET IN	100-41110-491	600.00
					Activity 41110 - Mayor & Council Total: 600.00
Activity: 41310 - Administration					
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	100-41310-133	80.00
INDOFF, INC	2522465	10/06/2014	COPY PAPER	100-41310-200	290.57
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - OFFICE	100-41310-217	2,052.63
OFFICE OF THE STATE AUDITO	20141021	10/21/2014	REGISTRATION - CHELSIE CAR	100-41310-308	125.00
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- OFFICE POSTAG	100-41310-322	5.75
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- OFFICE POSTAG	100-41310-322	1.47
STEVE NASBY	20141023	10/23/2014	EXPENSE-HOUSING ROUND T	100-41310-331	47.60
STEVE NASBY	20141023A	10/23/2014	EXPENSE-LMC REGIONAL MT	100-41310-331	95.76
STEVE NASBY	20141028	10/28/2014	EXPENSE-AWPA MTG	100-41310-331	53.20
					Activity 41310 - Administration Total: 2,751.98
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	100-41910-133	24.00
CENTURY BUSINESS PRODUCT	246059	10/13/2014	SUPPLIES	100-41910-200	30.97
INDOFF, INC	2520432	10/06/2014	SUPPLIES-COPY PAPER	100-41910-200	94.75
ACCO BRANDS DIRECT	4696627523	10/21/2014	SUPPLIES	100-41910-200	19.23
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - P & Z	100-41910-480	615.79
					Activity 41910 - Building & Zoning Total: 784.74
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20141021A	10/21/2014	HEATING #4069619-7	100-41940-383	63.84
HOMETOWN SANITATION SE	0000095396	10/06/2014	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
					Activity 41940 - City Hall Total: 148.88
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	100-42120-133	160.00
INDOFF, INC	2519599	10/01/2014	SUPPLIES	100-42120-200	20.29
INDOFF, INC	2521750	10/08/2014	SUPPLIES	100-42120-200	112.95
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- POLICE POSTAG	100-42120-322	2.86
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- POLICE POSTAG	100-42120-322	12.98
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- POLICE POSTAG	100-42120-322	3.04
NORTHERN SAFETY TECHNOL	37133	10/17/2014	SERVICE	100-42120-326	582.33
VERIZON WIRELESS	9733365797	10/21/2014	SERVICE FOR LAP TOPS	100-42120-326	81.40
ELECTRIC FUND	20141024F	10/24/2014	MAINTENANCE	100-42120-405	18.00
WINDOM TOWING CO	82084	10/23/2014	SERVICE	100-42120-405	25.00
FLEET SERVICES DIVISION	2015030003	10/17/2014	SERVICE-LEASE	100-42120-419	1,700.10
					Activity 42120 - Crime Control Total: 2,718.95
Activity: 42220 - Fire Fighting					
JOHNSON HARDWARE	20141017	10/17/2014	SUPPLIES	100-42220-211	11.55
WINDOM FIRE & SAFETY	5539	10/21/2014	SUPPLIES	100-42220-217	60.00
BRITTANY ESPENSON	20141027	10/27/2014	SERVICE	100-42220-218	30.00
VERIZON WIRELESS	9733365797	10/21/2014	SERVICE FOR LAP TOPS	100-42220-321	81.39
MARK MARCY	20141021	10/21/2014	EXPENSE-MILEAGE	100-42220-331	22.40
HEIMAN FIRE EQUIP. CO	0827775-IN	10/15/2014	MAINTENANCE	100-42220-404	363.37
VERIZON WIRELESS	9733365797	10/21/2014	SERVICE FOR LAP TOPS	100-42220-404	10.02
					Activity 42220 - Fire Fighting Total: 578.73

Expense Approval Report

Payment Dates: 10/16/2014 - 10/29/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Activity: 42500 - Civil Defense						
FEDERAL SIGNAL CORP	3365471	10/17/2014	REPAIR-CIVIL DEF SIREN	100-42500-381	129.00	
					Activity 42500 - Civil Defense Total:	129.00
Activity: 43100 - Streets						
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	100-43100-133	80.00	
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - STREET	100-43100-217	2,052.63	
GROUND ZERO SERVICES, LLC	8931	10/23/2014	WINTER SAND MIX	100-43100-224	3,258.75	
GROUND ZERO SERVICES, LLC	8946	10/24/2014	MAINTENANCE	100-43100-224	925.50	
MN ENERGY RESOURCES	20141017	10/17/2014	HEATING #4090846-9	100-43100-383	58.82	
HOMETOWN SANITATION SE	0000095397	10/06/2014	GARBAGE SERVICE- STREET D	100-43100-384	84.73	
HOMETOWN SANITATION SE	0000095398	10/06/2014	GARBAGE SERVICE- SQUARE	100-43100-384	46.12	
JERRY'S REPAIR	8208	10/21/2014	MAINTENANCE	100-43100-404	98.57	
					Activity 43100 - Streets Total:	6,605.12
Activity: 43210 - Sanitation						
WAYNE ERICKSON	20141017	10/17/2014	COMPOST SITE MANAGER	100-43210-307	150.75	
					Activity 43210 - Sanitation Total:	150.75
Activity: 45202 - Park Areas						
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	100-45202-133	16.00	
HOMETOWN SANITATION SE	0000095405	10/06/2014	GARBAGE SERVICE - ISLAND P	100-45202-384	48.70	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	106.80	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	67.60	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	106.80	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	106.80	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	21.00	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	53.40	
ELECTRIC FUND	20141021	10/21/2014	MAINTENANCE-STREET UNIT	100-45202-404	74.36	
CLEARWATER RECREATION	91514	10/21/2014	MAINTENANCE	100-45202-404	156.00	
BROWN-NICOLLET COMMUNI	20141023	10/23/2014	REC CAMPING AREA LIC FEE A	100-45202-444	160.20	
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - PARKS	100-45202-480	410.53	
					Activity 45202 - Park Areas Total:	1,328.19
					Fund 100 - GENERAL Total:	260,846.34
Fund: 211 - LIBRARY						
Activity: 45501 - Library						
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	211-45501-133	16.00	
NANCY SAJBAN	20141021	10/21/2014	PLUM CREEK 40TH ANNI	211-45501-331	35.84	
MN ENERGY RESOURCES	20141021D	10/21/2014	HEATING #4081276-0	211-45501-383	69.72	
STAR TRIBUNE	20141021	10/21/2014	SUBSCRIPTION	211-45501-433	74.75	
INGRAM	20141021	10/21/2014	BOOKS	211-45501-435	1,855.94	
MICROMARKETING	543470	10/21/2014	BOOKS	211-45501-435	34.99	
MICROMARKETING	544365	10/21/2014	BOOKS	211-45501-435	36.99	
					Activity 45501 - Library Total:	2,124.23
					Fund 211 - LIBRARY Total:	2,124.23
Fund: 225 - AIRPORT						
Activity: 45127 - Airport						
SOUTHWEST MN BROADBAN	20141021	10/21/2014	TELEPHONE-WIND-001-0018	225-45127-321	25.53	
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- AIRPORT POSTA	225-45127-480	6.37	
					Activity 45127 - Airport Total:	31.90
Activity: 49950 - Capital Outlay						
TKDA ENGINEERS	002014003241	10/14/2014	WINDOM 2013 JET-A FUELIN	225-49950-500	1,293.75	
					Activity 49950 - Capital Outlay Total:	1,293.75
					Fund 225 - AIRPORT Total:	1,325.65
Fund: 235 - AMBULANCE						
Activity: 42153 - Ambulance						
LEWIS FAMILY DRUG, LLC	20141017	10/17/2014	SUPPLIES #105865-3	235-42153-217	351.77	
BOUND TREE MEDICAL, LLC	81560914	10/06/2014	SUPPLIES	235-42153-217	55.07	
BOUND TREE MEDICAL, LLC	81563640	10/13/2014	SUPPLIES	235-42153-217	254.67	
MARK MARCY	20141021A	10/21/2014	EXPENSE-AMBULANCE CLOTH	235-42153-218	32.03	

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MN WEST COMMUNITY	00183344	10/07/2014	KRISTEN PORATH-FIRST RESP	235-42153-308	488.61
VERIZON WIRELESS	9733365797	10/21/2014	SERVICE FOR LAP TOPS	235-42153-321	81.39
MN WEST COMMUNITY	00183320	10/07/2014	FREIGHT & DELIVERY	235-42153-322	10.00
ALPHA WIRELESS - MANKATO	672843	10/28/2014	SERVICE	235-42153-323	1,885.50
BRAD POWERS	20141028	10/28/2014	EXPENSE	235-42153-334	14.22
JOLYNN NERHUS	20141028	10/28/2014	EXPENSE	235-42153-334	60.53
KIM POWERS	20141028	10/28/2014	EXPENSE	235-42153-334	69.15
JODI JOHNSON	20141028	10/28/2014	EXPENSE	235-42153-334	13.57
MN WEST COMMUNITY	00182825	09/16/2014	TRAINING-CROWELL JURGENS	235-42153-435	2,920.52
Activity 42153 - Ambulance Total:					6,237.03

Activity: 49950 - Capital Outlay

ZOLL MEDICAL CORPORATION	2169317	10/08/2014	EQUIPMENT-DEFIBULATORS	235-49950-500	61,745.70
ZOLL MEDICAL CORPORATION	2170691	10/15/2014	DEFIB-MISSION LIFELINE GRA	235-49950-500	22,615.51
Activity 49950 - Capital Outlay Total:					84,361.21
Fund 235 - AMBULANCE Total:					90,598.24

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	250-46520-133	24.00
AARON BACKMAN	20141028	10/28/2014	EXPENSE-CAREER FAIR	250-46520-200	45.09
CENTURY BUSINESS PRODUCT	246059	10/13/2014	SUPPLIES	250-46520-200	61.93
INDOFF, INC	2520432	10/06/2014	SUPPLIES-COPY PAPER	250-46520-200	94.75
ACCO BRANDS DIRECT	4696627523	10/21/2014	SUPPLIES	250-46520-200	19.23
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- EDA POSTAGE	250-46520-322	3.99
SPURRIER CONSULTING	20141021	10/21/2014	HOUSING STUDY	250-46520-480	2,000.00
CITIZEN PUBLISHING CO	2854	10/21/2014	SERVICE	250-46520-480	20.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - EDA	250-46520-480	615.79
Activity 46520 - EDA Total:					2,884.78
Fund 250 - EDA GENERAL Total:					2,884.78

Fund: 254 - NORTH IND PARK

Activity: 46520 - EDA

SCHRAMMEL LAW OFFICE	20141021	10/21/2014	PROF SERVICE-SALE OF 4121	254-46520-304	350.00
Activity 46520 - EDA Total:					350.00
Fund 254 - NORTH IND PARK Total:					350.00

Fund: 262 - TIF 1-2 PAMIDA

Activity: 46530 - TIF Districts

SCOTT VEENKER	20141024	10/24/2014	N REDDING AVE EXTENSION	262-46530-592	8,550.00
Activity 46530 - TIF Districts Total:					8,550.00
Fund 262 - TIF 1-2 PAMIDA Total:					8,550.00

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

INDOFF, INC	2517919	10/21/2014	OFFICE REMODEL	401-49950-500	116.00
NORTHERN SAFETY TECHNOL	37096	10/08/2014	TOUGH PAD	401-49950-501	2,310.16
Activity 49950 - Capital Outlay Total:					2,426.16
Fund 401 - GENERAL CAPITAL PROJECTS Total:					2,426.16

Fund: 601 - WATER

AUTOMATIC SYSTEMS CO	27966	10/13/2014	SCADA UPGRADE	601-16400	49,986.00
AUTOMATIC SYSTEMS CO	27967	10/13/2014	SCADA UPGRADE	601-16400	3,840.00
AUTOMATIC SYSTEMS CO	27968	10/13/2014	BINGHAM LAKE BOOSTER STA	601-16400	7,776.00
Activity 49400 - Water					61,602.00

Activity: 49400 - Water

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	601-49400-133	40.00
INDOFF, INC	2522465	10/06/2014	COPY PAPER	601-49400-200	145.29
ERIC WARD	20141017	10/17/2014	EXPENSE-BOOTS	601-49400-217	50.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - WATER	601-49400-217	1,231.58
BARCO MUNICIPAL PRODUCT	IN-213105	10/13/2014	SUPPLIES	601-49400-217	106.31
GROUND ZERO SERVICES, LLC	8946	10/24/2014	MAINTENANCE	601-49400-227	3,412.50

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GOPHER STATE ONE CALL	124546	10/06/2014	LOCATES	601-49400-321	19.21
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- WATER POSTAG	601-49400-322	8.95
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- WATER POSTAG	601-49400-322	3.22
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- WATER POSTAG	601-49400-322	0.98
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	POSTAGE	601-49400-322	248.50
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	UTILITY BILL SERVICES	601-49400-326	854.60
MN ENERGY RESOURCES	20141021E	10/21/2014	HEATING #4095252-5	601-49400-383	544.78
AUTOMATIC SYSTEMS CO	27969	10/13/2014	MAINTENANCE	601-49400-402	2,672.35
ELECTRIC FUND	20141022	10/22/2014	MAINTENANCE - WWT[601-49400-405	49.50
Activity 49400 - Water Total:					9,387.77
Fund 601 - WATER Total:					70,989.77

Fund: 602 - SEWER

Activity: 49450 - Sewer

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	602-49450-133	56.00
INDOFF, INC	2522465	10/06/2014	COPY PAPER	602-49450-200	145.29
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - SEWER	602-49450-217	1,231.58
BARCO MUNICIPAL PRODUCT	IN-213105	10/13/2014	SUPPLIES	602-49450-217	212.61
MN VALLEY TESTING	722246	09/29/2014	TESTING	602-49450-310	158.00
MN VALLEY TESTING	722476	09/29/2014	TESTING	602-49450-310	238.00
MN VALLEY TESTING	723019	10/07/2014	TESTING	602-49450-310	118.60
MN VALLEY TESTING	723378	10/08/2014	TESTING	602-49450-310	133.00
MN VALLEY TESTING	723399	10/08/2014	TESTING	602-49450-310	158.00
MN VALLEY TESTING	723400	10/08/2014	TESTING	602-49450-310	118.60
MN VALLEY TESTING	723834	10/14/2014	TESTING	602-49450-310	238.00
MN VALLEY TESTING	723835	10/14/2014	TESTING	602-49450-310	133.00
MN VALLEY TESTING	723837	10/14/2014	TESTING	602-49450-310	113.00
MN VALLEY TESTING	723838	10/14/2014	TESTING	602-49450-310	67.40
GOPHER STATE ONE CALL	124546	10/06/2014	LOCATES	602-49450-321	19.21
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	POSTAGE	602-49450-322	248.50
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	UTILITY BILL SERVICES	602-49450-326	854.60
MN ENERGY RESOURCES	20141021	10/21/2014	HEATING #4325313-7	602-49450-383	41.17
MN ENERGY RESOURCES	20141021G	10/21/2014	HEATING #4222768-6	602-49450-383	18.05
MN ENERGY RESOURCES	20141021H	10/21/2014	HEATING #4335469-5	602-49450-383	16.36
HOMETOWN SANITATION SE	0000095400	10/06/2014	GARBAGE SERVICE- WASTEW	602-49450-384	85.04
SUPERIOR LAMP & SUPPLY	52794910-01	10/14/2014	MAINTENANCE #717344	602-49450-404	507.00
ELECTRIC FUND	20141022	10/22/2014	MAINTENANCE - WWT[602-49450-405	34.50
SCHIEFFERT FARMS	940	10/23/2014	SERVICE	602-49450-446	8,580.43
Activity 49450 - Sewer Total:					13,525.94
Fund 602 - SEWER Total:					13,525.94

Fund: 604 - ELECTRIC

RESCO	589574-00	09/29/2014	CREDIT-ELECTRIC INVENTORY	604-14200	-384.37
IRBY ELECTRICAL DISTRIBUTO	5008590261.001	10/17/2014	ELECTRIC INVENTORY	604-14200	804.96
ODDSON UNDERGROUND INC	2014-093	10/17/2014	NEW CONSTR-FUNERAL HOM	604-16300	3,690.00
BORDER STATES	908258706	10/24/2014	NEW METERS	604-16400	3,655.13
TYLER SKINDELIN	20141017	10/17/2014	REFUND-BAL OF UTIL PREPAY	604-22000	229.37
ROSARIO MENDEZ	20141017	10/17/2014	REFUND-BAL OF UTIL PREPAY	604-22000	198.29
ELECTRIC FUND	20141017	10/17/2014	REFUND-BAL OF UTIL PREPAY	604-22000	101.71
LORI KNUDSON	20141017	10/17/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20141017A	10/17/2014	REF UTIL PREPAY TO BILLING-	604-22000	300.00
ELECTRIC FUND	20141017B	10/17/2014	REF UTIL PREPAY TO BILLING-	604-22000	70.63
ELECTRIC FUND	20141023	10/23/2014	REFUND-UTIL PREPAY TO DA	604-22000	300.00
DAVE & BETHANY STILLWELL	20141023	10/23/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
					9,565.72

Activity: 49550 - Electric

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	604-49550-133	112.00
COTTONWOOD CO ASSESSOR	20141023	10/23/2014	ELEC DEPT SHARE OF BEACON	604-49550-200	20.00
INDOFF, INC	2522465	10/06/2014	COPY PAPER	604-49550-200	145.29
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	JOB TRAINING SAFETY	604-49550-217	2,200.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - ELECTRIC	604-49550-217	2,463.16

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CENTRAL MINNESOTA MUNIC	4630	10/13/2014	TRANSMISSION	604-49550-263	113,481.33
CENTRAL MINNESOTA MUNIC	4630	10/13/2014	ENERGY	604-49550-263	111,522.74
DEPARTMENT OF ENERGY	BFPB000800914	10/08/2014	POWR COST	604-49550-263	113,048.33
ALTERNATIVE TECHNOLOGIES	36916	10/13/2014	MAINTENANCE-TESTING	604-49550-310	50.00
GOPHER STATE ONE CALL	124546	10/06/2014	LOCATES	604-49550-321	19.21
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- ELECTRIC POSTA	604-49550-322	0.57
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- ELECTRIC POSTA	604-49550-322	3.99
SECR REV FUND/CITY OF WD	20141029	10/29/2014	PETTY CASH- ELECTRIC POSTA	604-49550-322	1.71
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	POSTAGE	604-49550-322	248.50
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	UTILITY BILL SERVICES	604-49550-326	1,762.62
MN ENERGY RESOURCES	20141021C	10/21/2014	HEATING #4355412-0	604-49550-383	39.49
HOMETOWN SANITATION SE	0000095401	10/06/2014	GARBAGE SERVICE- ELECTRIC	604-49550-384	84.75
ELECTRIC FUND	20141024	10/24/2014	MAINTENANCE	604-49550-405	43.94
PAUL MARSH	20141024	10/24/2014	MAINTENANCE	604-49550-405	48.00
ELECTRIC FUND	20141024A	10/24/2014	MAINTENANCE	604-49550-405	101.40
ELECTRIC FUND	20141024B	10/24/2014	MAINTENANCE	604-49550-405	47.32
ELECTRIC FUND	20141024C	10/24/2014	MAINTENANCE	604-49550-405	18.00
ELECTRIC FUND	20141024D	10/24/2014	MAINTENANCE	604-49550-405	30.42
ELECTRIC FUND	20141024E	10/24/2014	MAINTENANCE	604-49550-405	15.00
RESCO	592428-00	10/29/2014	MAINTENANCE	604-49550-408	639.75
GROUND ZERO SERVICES, LLC	8946	10/24/2014	MAINTENANCE	604-49550-408	1,425.00
MN MUNICIPAL UTILITIES ASS	43873	10/08/2014	SERVICE	604-49550-450	250.00
CENTRAL MINNESOTA MUNIC	4645	10/13/2014	ASSESSMENT	604-49550-450	2,140.00
BANK MIDWEST	20141022	10/22/2014	NSF-ERIC HAKEN UTILITIES	604-49550-480	275.86
BANK MIDWEST	20141024	10/24/2014	NSF-ERIC HAKEN-SEPT'S CHEC	604-49550-480	172.00
BANK MIDWEST	20141028	10/28/2014	NSF-SARAH VEENKER-UTILITIE	604-49550-480	195.04
BANK MIDWEST	20141028A	10/28/2014	NSF-SARAH VEENKER-ELEC RE	604-49550-480	26.71
Activity 49550 - Electric Total:					350,632.13
Fund 604 - ELECTRIC Total:					360,197.85

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	609-49751-133	16.00
INDOFF, INC	2522465	10/06/2014	COPY PAPER	609-49751-200	145.27
TOTAL REGISTER SYSTEMS	52283	10/14/2014	SERVICE	609-49751-200	99.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - LIQUOR	609-49751-217	821.05
AH HERMEL COMPANY	461486	10/06/2014	MERCHANDISE	609-49751-217	136.68
ENVIROMASTER, INC	516304	10/13/2014	SUPPLIES	609-49751-217	40.88
VINOCOPIA, INC	0107789-IN	10/07/2014	MERCHANDISE	609-49751-251	150.63
WIRTZ BEVERAGE MN WINE	1080231713	10/07/2014	MERCHANDISE	609-49751-251	3,738.90
SOUTHERN WINE & SPIRITS O	1209529	10/07/2014	MERCHANDISE	609-49751-251	4,165.51
JOHNSON BROS.	1960796	10/06/2014	MERCHANDISE	609-49751-251	702.59
JOHNSON BROS.	1966177	10/14/2014	MERCHANDISE	609-49751-251	598.73
PHILLIPS WINE & SPIRITS	2675489	10/07/2014	MERCHANDISE	609-49751-251	95.36
PHILLIPS WINE & SPIRITS	2679299	10/14/2014	MERCHANDISE	609-49751-251	3,740.18
BELLBOY CORP	45246400	10/20/2014	MERCHANDISE	609-49751-251	355.00
JOHNSON BROS.	635441	10/20/2014	CREDIT - MERCHANDISE	609-49751-251	-13.83
WIRTZ BEVERAGE MN WINE	1080231814	10/07/2014	MERCHANDISE	609-49751-252	191.55
ARTISAN BEER COMPANY	22054	10/24/2014	CREDIT - MERCHANDISE	609-49751-252	-7.00
HAGEN BEVERAGE DIST. INC.	268348	10/17/2014	MERCHANDISE	609-49751-252	3,884.05
HAGEN BEVERAGE DIST. INC.	268546	10/24/2014	MERCHANDISE	609-49751-252	3,825.10
ARTISAN BEER COMPANY	3000410	10/13/2014	MERCHANDISE	609-49751-252	89.00
ARTISAN BEER COMPANY	3002162	10/24/2014	MERCHANDISE	609-49751-252	89.00
BEVERAGE WHOLESALERS	522661	10/17/2014	MERCHANDISE	609-49751-252	4,658.55
BEVERAGE WHOLESALERS	523554	10/24/2014	MERCHANDISE	609-49751-252	4,793.61
WIRTZ BEVERAGE MN WINE	1080232899	10/08/2014	MERCHANDISE	609-49751-253	208.00
JOHNSON BROS.	1960797	10/06/2014	MERCHANDISE	609-49751-253	510.40
JOHNSON BROS.	1966178	10/14/2014	MERCHANDISE	609-49751-253	703.55
JOHNSON BROS.	1966179	10/14/2014	MERCHANDISE	609-49751-253	20.99
PHILLIPS WINE & SPIRITS	2679300	10/14/2014	MERCHANDISE	609-49751-253	1,654.00
PAUSTIS & SONS	8469732-IN	10/20/2014	MERCHANDISE	609-49751-253	1,511.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COCA-COLA BOTTLING COMP	0438506015	10/13/2014	MERCHANDISE	609-49751-254	281.80
JOHNSON BROS.	1960797	10/06/2014	MERCHANDISE	609-49751-254	30.25
AH HERMEL COMPANY	461486	10/06/2014	MERCHANDISE	609-49751-254	175.99
AH HERMEL COMPANY	461486	10/06/2014	MERCHANDISE	609-49751-256	149.98
BEVERAGE WHOLESALERS	522661	10/17/2014	MERCHANDISE	609-49751-259	33.60
AH HERMEL COMPANY	461486	10/06/2014	MERCHANDISE	609-49751-261	82.52
VINOCOPIA, INC	0107789-IN	10/07/2014	MERCHANDISE	609-49751-333	3.50
WIRTZ BEVERAGE MN WINE	1080231713	10/07/2014	MERCHANDISE	609-49751-333	86.64
WIRTZ BEVERAGE MN WINE	1080232899	10/08/2014	MERCHANDISE	609-49751-333	7.40
SOUTHERN WINE & SPIRITS O	1209529	10/07/2014	MERCHANDISE	609-49751-333	89.67
JOHNSON BROS.	1960796	10/06/2014	MERCHANDISE	609-49751-333	8.63
JOHNSON BROS.	1960797	10/06/2014	MERCHANDISE	609-49751-333	21.71
JOHNSON BROS.	1966177	10/14/2014	MERCHANDISE	609-49751-333	6.68
JOHNSON BROS.	1966178	10/14/2014	MERCHANDISE	609-49751-333	21.71
PHILLIPS WINE & SPIRITS	2675489	10/07/2014	MERCHANDISE	609-49751-333	1.67
PHILLIPS WINE & SPIRITS	2679299	10/14/2014	MERCHANDISE	609-49751-333	76.81
PHILLIPS WINE & SPIRITS	2679300	10/14/2014	MERCHANDISE	609-49751-333	70.13
BELLBOY CORP	45246400	10/20/2014	MERCHANDISE	609-49751-333	12.00
AH HERMEL COMPANY	461486	10/06/2014	MERCHANDISE	609-49751-333	3.95
TOTAL REGISTER SYSTEMS	52283	10/14/2014	SERVICE	609-49751-333	8.91
PAUSTIS & SONS	8469732-IN	10/20/2014	MERCHANDISE	609-49751-333	22.50
MN ENERGY RESOURCES	20141023	10/23/2014	HEATING #4290426-8	609-49751-383	47.43
HOMETOWN SANITATION SE	0000095399	10/06/2014	GARBAGE SERVICE - RIVER BE	609-49751-384	48.06
TOTAL REGISTER SYSTEMS	52283	10/14/2014	SERVICE	609-49751-404	241.48
BANK MIDWEST	20141016	10/16/2014	NSF - CURT NELSON - RIVER B	609-49751-480	7.65
BANK MIDWEST	20141016A	10/16/2014	NSF-DAVID ERICKSON - RIVER	609-49751-480	18.58

Activity 49751 - Liquor Store Total: 38,483.01

Fund 609 - LIQUOR STORE Total: 38,483.01

Fund: 614 - TELECOM

CCI SYSTEMS	0080524-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	1,763.48
CCI SYSTEMS	0080590-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	1,044.42
CCI SYSTEMS	0080634-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	9,184.06
CCI SYSTEMS	0080658-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	26,985.73
CCI SYSTEMS	0080673-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	26,778.13
CCI SYSTEMS	0080730-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	6,597.18
CCI SYSTEMS	0080844-IN	10/21/2014	HEADEND DIGITAL CONVERSI	614-16300	3,251.64
					75,604.64

Activity: 49870 - Telecom

NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	614-49870-133	96.00
INDOFF, INC	2520430	10/08/2014	SUPPLIES	614-49870-200	67.80
INDOFF, INC	2522465	10/06/2014	COPY PAPER	614-49870-200	145.29
NEW STAR SALES & SERVICE	43031	10/21/2014	SUPPLIES	614-49870-200	37.41
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - TELECOM	614-49870-217	2,052.63
CALIX	1083912	10/08/2014	SERVICE-MAINTENANCE	614-49870-227	626.42
POWER & TEL	5662615-00	10/21/2014	SUPPLIES-MAINTENANCE	614-49870-227	291.00
POWER & TEL	5664514-00	10/21/2014	SUPPLIES-MAINTENANCE	614-49870-227	1,138.63
OLSEN THIELEN & CO.,LTD	17463	10/08/2014	SERVICE	614-49870-304	534.00
CINNAMON MUELLER	30592	10/21/2014	SERVICE	614-49870-304	2,380.50
INTERSTATE TRS FUND	82580710141	10/21/2014	ASSESSMENT FOR 499-A FILIN	614-49870-304	117.85
GOPHER STATE ONE CALL	124546	10/06/2014	LOCATES	614-49870-321	19.22
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	POSTAGE	614-49870-322	248.50
SOURCE ONE SOLUTIONS, LLC	4461	10/17/2014	UTILITY BILL SERVICES	614-49870-326	1,869.46
HY-VEE, INC.	20141017	10/17/2014	SUPPLIES	614-49870-334	37.81
ARENA FUND	20141021	10/21/2014	ARENA SIGN RENTAL-TELECO	614-49870-340	200.00
MN ENERGY RESOURCES	20141021F	10/21/2014	HEATING #4098343-9	614-49870-383	13.03
HOMETOWN SANITATION SE	0000095402	10/08/2014	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
EYEKANDY DESIGN STUDIO	828073	10/21/2014	SERVICE-MAINTENANCE	614-49870-405	32.06
BLUEHIGHWAYS	012-090514	10/21/2014	SUBSCRIBER	614-49870-442	248.87
BBC WORLDWIDE AMERICA I	087883	10/13/2014	SUBSCRIBER	614-49870-442	83.31

Expense Approval Report

Payment Dates: 10/16/2014 - 10/29/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUBBARD BROADCASTING IN	20141013	10/13/2014	SUBSCRIBER	614-49870-442	1,334.46
DISCOVERY DIGITAL NETWORK	20141015	10/15/2014	SUBSCRIBER	614-49870-442	146.57
DISH NETWORK	20141021	10/21/2014	SERVICE	614-49870-442	3,400.00
RFD TV	2049-1707	10/15/2014	SUBSCRIBER	614-49870-442	441.54
DISPLAY SYSTEMS INTERNATI	22482	10/08/2014	SERVICE	614-49870-442	163.88
KARE GANNETT CO., INC	373-1042	10/14/2014	SUBSCRIBER	614-49870-442	2,465.85
OWN LLC	4725994	10/15/2014	SUBSCRIBER	614-49870-442	79.45
HUB TELEVISION NETWORKS	4726496	10/15/2014	SUBSCRIBER	614-49870-442	37.68
SDN COMMUNICATIONS	0610-10-2014	10/21/2014	SERVICE	614-49870-447	2,839.79
COGENT COMMUNICATIONS,	20141021	10/21/2014	SERVICE	614-49870-447	1,750.00
JASON HANKE	386845	10/21/2014	SERVICE	614-49870-447	2,874.35
SOUTHWEST/WEST CENTRAL	44503	10/08/2014	SERVICE	614-49870-447	915.00
ZAYO BANDWIDTH	20141021	10/21/2014	SERVICE	614-49870-451	3,268.78
NEUSTAR, INC.	L-0000012453	10/21/2014	SERVICE	614-49870-451	5.75
BANK MIDWEST	20141022	10/22/2014	NSF-ERIC HAKEN TELECOM	614-49870-480	66.55
Activity 49870 - Telecom Total:					30,103.36
Fund 614 - TELECOM Total:					105,708.00
Fund: 615 - ARENA					
Activity: 49850 - Arena					
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	615-49850-133	32.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - ARENA	615-49850-217	821.05
MN ENERGY RESOURCES	20141023A	10/23/2014	HEATING #4070858-8	615-49850-383	188.46
HOMETOWN SANITATION SE	0000095403	10/06/2014	GARBAGE SERVICE - ARENA	615-49850-384	130.88
COTTONWOOD CO LANDFILL	144642	10/20/2014	REFUSE DISPOSAL	615-49850-384	17.50
R & R SPECIALTIES	0055627-IN	10/14/2014	MAINTENANCE	615-49850-404	563.50
ELECTRIC FUND	20141021A	10/21/2014	MAINTENANCE	615-49850-404	12.01
NEW ULM PARK & RECREATI	5231-1	10/17/2014	SERVICE-MAINTENANCE	615-49850-404	475.00
Activity 49850 - Arena Total:					2,240.40
Fund 615 - ARENA Total:					2,240.40
Fund: 617 - M/P CENTER					
Activity: 49860 - M/P Center					
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	617-49860-133	48.00
MN MUNICIPAL UTILITIES ASS	43859	10/06/2014	SAFETY COMP - COMM CENT	617-49860-217	1,231.58
MN ENERGY RESOURCES	20141021B	10/21/2014	HEATING #4271541-7	617-49860-383	195.59
Activity 49860 - M/P Center Total:					1,475.17
Fund 617 - M/P CENTER Total:					1,475.17
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0000380	10/17/2014	Federal Tax Withholding	700-21701	10,590.85
Minnesota Department of Re	INV0000379	10/17/2014	State Withholding	700-21702	4,496.72
Internal Revenue Service-Payr	INV0000381	10/17/2014	Social Security	700-21703	11,325.92
MN Pera	INV0000372	10/17/2014	PERA	700-21704	12,286.07
MN Pera	INV0000373	10/17/2014	PERA	700-21704	4,877.04
MN Pera	INV0000374	10/17/2014	PERA	700-21704	605.30
Minnesota State Deferred	INV0000375	10/17/2014	Deferred Compensation	700-21705	4,525.00
Minnesota State Deferred	INV0000376	10/17/2014	Deferred Roth	700-21705	750.00
LOCAL UNION #949	20141017	10/17/2014	UNION DUES	700-21707	1,631.74
LAW ENFORCMENT LABOR SE	20141017	10/17/2014	UNION DUES	700-21708	315.00
Minnesota Child Support Pay	INV0000377	10/17/2014	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000378	10/17/2014	Medicare Withholding	700-21711	3,262.52
SELECTACCOUNT	20141021	10/21/2014	FLEX SPENDING	700-21712	266.31
AFLAC	114787	10/17/2014	INSURANCE #0EQP3	700-21715	98.22
AFLAC	114787	10/17/2014	INSURANCE #0EQP3	700-21716	389.97
MN BENEFIT ASSOCIATION	20141017	10/17/2014	INSURANCE #GROUP 351	700-21717	159.65
NCPERS MINNESOTA	84461114	10/28/2014	INSURANCE 844600 NOV 201	700-21718	16.00

Expense Approval Report

Payment Dates: 10/16/2014 - 10/29/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN BENEFIT ASSOCIATION	20141017	10/17/2014	INSURANCE #GROUP 351	700-21719	124.84
					<u>56,128.62</u>
				Fund 700 - PAYROLL Total:	<u>56,128.62</u>
				Grand Total:	<u><u>1,017,854.16</u></u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	260,846.34
211 - LIBRARY	2,124.23
225 - AIRPORT	1,325.65
235 - AMBULANCE	90,598.24
250 - EDA GENERAL	2,884.78
254 - NORTH IND PARK	350.00
262 - TIF 1-2 PAMIDA	8,550.00
401 - GENERAL CAPITAL PROJECTS	2,426.16
601 - WATER	70,989.77
602 - SEWER	13,525.94
604 - ELECTRIC	360,197.85
609 - LIQUOR STORE	38,483.01
614 - TELECOM	105,708.00
615 - ARENA	2,240.40
617 - M/P CENTER	1,475.17
700 - PAYROLL	56,128.62
Grand Total:	1,017,854.16

Account Summary

Account Number	Account Name	Payment Amount
100-10400	Investments - Current	245,050.00
100-41110-491	Payments to Other Orga	600.00
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	290.57
100-41310-217	Other Operating Supplie	2,052.63
100-41310-308	Training & Registrations	125.00
100-41310-322	Postage	7.22
100-41310-331	Travel Expense	196.56
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	144.95
100-41910-480	Other Miscellaneous	615.79
100-41940-383	Gas Utility	63.84
100-41940-384	Refuse Disposal	85.04
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	133.24
100-42120-322	Postage	18.88
100-42120-326	Data Processing	663.73
100-42120-405	Repairs & Maint - Vehicl	43.00
100-42120-419	Vehicle Lease	1,700.10
100-42220-211	Cleaning Supplies	11.55
100-42220-217	Other Operating Supplie	60.00
100-42220-218	Uniforms	30.00
100-42220-321	Telephone	81.39
100-42220-331	Travel Expense	22.40
100-42220-404	Repairs & Maint - M&E	373.39
100-42500-381	Electric Utility	129.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-217	Other Operating Supplie	2,052.63
100-43100-224	Street Maint Materials	4,184.25
100-43100-383	Gas Utility	58.82
100-43100-384	Refuse Disposal	130.85
100-43100-404	Repairs & Maint - M&E	98.57
100-43210-307	Management Fees	150.75
100-45202-133	Employer Paid Insurance	16.00
100-45202-384	Refuse Disposal	48.70
100-45202-404	Repairs & Maint - M&E	692.76
100-45202-444	License Fees	160.20

Account Summary

Account Number	Account Name	Payment Amount
100-45202-480	Other Miscellaneous	410.53
211-45501-133	Employer Paid Insurance	16.00
211-45501-331	Travel Expense	35.84
211-45501-383	Gas Utility	69.72
211-45501-433	Dues & Subscriptions	74.75
211-45501-435	Books and Pamphlets	1,927.92
225-45127-321	Telephone	25.53
225-45127-480	Other Miscellaneous	6.37
225-49950-500	Capital Outlay	1,293.75
235-42153-217	Other Operating Supplie	661.51
235-42153-218	Uniforms	32.03
235-42153-308	Training & Registrations	488.61
235-42153-321	Telephone	81.39
235-42153-322	Postage	10.00
235-42153-323	Radio Units	1,885.50
235-42153-334	Meals/Lodging	157.47
235-42153-435	Books and Pamphlets	2,920.52
235-49950-500	Capital Outlay	84,361.21
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	221.00
250-46520-322	Postage	3.99
250-46520-480	Other Miscellaneous	2,635.79
254-46520-304	Legal Fees	350.00
262-46530-592	TIF Site Improvements	8,550.00
401-49950-500	Capital Outlay - Office	116.00
401-49950-501	Capital Outlay - Police	2,310.16
601-16400	Machinery & Equipment	61,602.00
601-49400-133	Employer Paid Insurance	40.00
601-49400-200	Office Supplies	145.29
601-49400-217	Other Operating Supplie	1,387.89
601-49400-227	Utility System Maint Sup	3,412.50
601-49400-321	Telephone	19.21
601-49400-322	Postage	261.65
601-49400-326	Data Processing	854.60
601-49400-383	Gas Utility	544.78
601-49400-402	Repairs & Maint - Struct	2,672.35
601-49400-405	Repairs & Maint - Vehicl	49.50
602-49450-133	Employer Paid Insurance	56.00
602-49450-200	Office Supplies	145.29
602-49450-217	Other Operating Supplie	1,444.19
602-49450-310	Lab Testing	1,475.60
602-49450-321	Telephone	19.21
602-49450-322	Postage	248.50
602-49450-326	Data Processing	854.60
602-49450-383	Gas Utility	75.58
602-49450-384	Refuse Disposal	85.04
602-49450-404	Repairs & Maint - M&E	507.00
602-49450-405	Repairs & Maint - Vehicl	34.50
602-49450-446	Sludge Hauling	8,580.43
604-14200	Inventory	420.59
604-16300	Improvements Other Th	3,690.00
604-16400	Machinery & Equipment	3,655.13
604-22000	Prepayments	1,800.00
604-49550-133	Employer Paid Insurance	112.00
604-49550-200	Office Supplies	165.29
604-49550-217	Other Operating Supplie	4,663.16
604-49550-263	Merchandise for Resale	338,052.40
604-49550-310	Lab Testing	50.00

Account Summary

Account Number	Account Name	Payment Amount
604-49550-321	Telephone	19.21
604-49550-322	Postage	254.77
604-49550-326	Data Processing	1,762.62
604-49550-383	Gas Utility	39.49
604-49550-384	Refuse Disposal	84.75
604-49550-405	Repairs & Maint - Vehicl	304.08
604-49550-408	Repairs & Maint - Distrib	2,064.75
604-49550-450	Conservation	2,390.00
604-49550-480	Other Miscellaneous	669.61
609-49751-133	Employer Paid Insurance	16.00
609-49751-200	Office Supplies	244.27
609-49751-217	Other Operating Supplie	998.61
609-49751-251	Liquor	13,533.07
609-49751-252	Beer	17,523.86
609-49751-253	Wine	4,607.95
609-49751-254	Soft Drinks & Mix	488.04
609-49751-256	Tobacco Products	149.98
609-49751-259	Non- Alcoholic	33.60
609-49751-261	Other Merchandise	82.52
609-49751-333	Freight and Express	441.91
609-49751-383	Gas Utility	47.43
609-49751-384	Refuse Disposal	48.06
609-49751-404	Repairs & Maint - M&E	241.48
609-49751-480	Other Miscellaneous	26.23
614-16300	Improvements Other Th	75,604.64
614-49870-133	Employer Paid Insurance	96.00
614-49870-200	Office Supplies	250.50
614-49870-217	Other Operating Supplie	2,052.63
614-49870-227	Utility System Maint Sup	2,056.05
614-49870-304	Legal Fees	3,032.35
614-49870-321	Telephone	19.22
614-49870-322	Postage	248.50
614-49870-326	Data Processing	1,869.46
614-49870-334	Meals/Lodging	37.81
614-49870-340	Advertising & Promotion	200.00
614-49870-383	Gas Utility	13.03
614-49870-384	Refuse Disposal	73.92
614-49870-405	Repairs & Maint - Vehicl	32.06
614-49870-442	Subscriber Fees	8,401.61
614-49870-447	Internet Expense	8,379.14
614-49870-451	Call Completion	3,274.53
614-49870-480	Other Miscellaneous	66.55
615-49850-133	Employer Paid Insurance	32.00
615-49850-217	Other Operating Supplie	821.05
615-49850-383	Gas Utility	188.46
615-49850-384	Refuse Disposal	148.38
615-49850-404	Repairs & Maint - M&E	1,050.51
617-49860-133	Employer Paid Insurance	48.00
617-49860-217	Other Operating Supplie	1,231.58
617-49860-383	Gas Utility	195.59
700-21701	Federal Withholding	10,590.85
700-21702	State Withholding	4,496.72
700-21703	FICA Tax Withholding	11,325.92
700-21704	PERA Contributions	17,768.41
700-21705	Retirement	5,275.00
700-21707	Union Dues	1,631.74
700-21708	PD Union Dues	315.00
700-21709	Wage Levy	407.47

Account Summary

Account Number	Account Name	Payment Amount
700-21711	Medicare Tax Withholdi	3,262.52
700-21712	Flex Account	266.31
700-21715	Individual Insurance-Afla	98.22
700-21716	Individual Insurance-Afla	389.97
700-21717	Individual Insurance-MB	159.65
700-21718	Individual Insurance-NC	16.00
700-21719	Individual Insurance-MB	124.84
	Grand Total:	1,017,854.16

Project Account Summary

Project Account Key	Payment Amount
None	1,017,809.07
OTHER SUPPLY/SERVICE	45.09
Grand Total:	1,017,854.16

10/29
AS

RESOLUTION #2014-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

**A RESOLUTION CANVASSING THE ELECTION RETURNS FOR THE CITY
ELECTION AND DECLARING THE RESULTS OF THE ELECTION**

WHEREAS, the general election for the City of Windom was held on November 4, 2014, in accordance with provisions of the Windom City Charter; and

WHEREAS, the following results were tabulated by the election judges following the closing of the polls.

	<u>Ward I Prec. I</u>	<u>Ward I Prec. II</u>	<u>Ward II Prec. I</u>	<u>Ward II Prec. II</u>	<u>Totals</u>
<u>Council Member At-Large</u>					
Bradley Powers					
Dominic Jones					
Misc. Write-In					
<u>Council Member Ward I</u>					
Brian Joyce					
Misc. Write-In					
<u>Council Member Ward II</u>					
Paul A. Johnson					
Andy Harries					
Misc. Write-In					

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

1. That _____ be declared elected to the Office of Council Member At-Large for a four-year term ending December 31, 2018.
2. That _____ be declared elected to the Office of Council Member Ward I for a four-year term ending December 31, 2018.
3. That _____ be declared elected to the Office of Council Member Ward II for a four-year term ending December 31, 2018.

Adopted this ____ day of November, 2014.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator