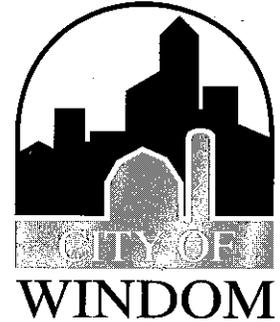


Council Meeting
Tuesday, November 3, 2015
City Council Chambers
8:05 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–October 20, 2015
2. Consent Agenda
 - Minutes
 - HRA – September 16, 2015
 - Street Committee – October 22, 2015
 - Emergency Services Building Committee – October 26, 2015
 - Community Center Commission – October 26, 2015
 - Utility Commission – October 28, 2015
 - Licenses
 - Exempt Gambling Permit
 - Windom Youth Hockey
3. Department Heads
4. Public Hearing – TIF 1-19 Business Subsidy
5. Lutheran Social Service 2016 Site Agreement Renewal
6. Personnel Committee Recommendations
7. New Business
8. Old Business
 - Emergency Services Building Committee Update
 - Capital Budget Discussion – Set Meeting Date
9. Regular Bills
10. Contractor Payment – 2015 Sealcoat Project – McLaughlin & Schulz - \$35,275.31
11. Council Concerns
12. Adjourn



**Work Session and Regular Council Meeting
Windom City Hall, Council Chamber
October 20, 2015
6:00 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Corey Maricle at 6:00 p.m.

2. Roll Call:

Mayor:	Corey Maricle
Council Present:	Brian Cooley, Paul Johnson, Dominic Jones, Bryan Joyce and JoAnn Ray
Council Absent:	None
City Staff Present:	Steve Nasby, City Administrator; Aaron Backman, EDA Executive Director; Bruce Caldwell, Streets & Parks Superintendent; Scott Peterson, Police Chief; Dan Ortman, Fire Chief and Tim Hacker, Ambulance Director

3. Work Session – Emergency Services Facility Funding:

Maricle said that the Council had set aside time for a discussion on options and ideas for funding the Emergency Services Facility. A memorandum outlining project costs, debt and financing had been distributed at the budget meeting and was also in the Council packet.

Nasby provided an overview of the construction cost estimates based on the preferred floor plan and materials using the architect's per square foot cost estimates. Depending on the amount of in-kind and other expenses the project cost is \$4 to \$4.5 million.

Jones said that he feels the relocation of the recreational facilities is part of the overall project cost and he is in favor of setting a \$4 million budget with a contingency fund comprised of reserve funds and contributions can be made by enterprise funds for debt service. The discussion is how to repay the annual debt on a loan or bond.

Joyce asked if Jones is using funds from the liquor and electric funds.

Jones replied that it would be an increase in their payments in lieu of taxes for annual debt repayment and he has other pieces as well. May be \$100,000 for contingency funds from electric if needed. Jones added that with a \$4 million project the amount is reduced by about \$300,000 if prevailing wages are taken out if no State bond funding so there is \$3.7 million left to fund. He confirmed with Tim Hacker, Ambulance Director that the Ambulance Fund is okay with the proposed \$1 million contribution. This reduces the amount to be financed to \$2.7 million. Jones wants to leave the General Fund reserve

Preliminary

policy at 75%. He suggested that a USDA loan is his preferred option as there are advantages such as a fixed interest rate and up to 40 year term. The townships should contribute something to the project, not the approximate 45 percent that the current formula would call for but may be \$400,000 to \$500,000. He sees use of a gas franchise fee in the future when that is available to either make debt payments for this project or those funds could be used for other projects. He does not want to put too much on to the property taxes and there does need to be a continued discussion on a transfer of payment in lieu of taxes for the hospital and he would be open to an upfront contribution and an on-going annual transfer. Service fees on utility bills is also an option he would support, but would rather use that revenue source for other projects or equipment. Jones said he likes the local sales tax, but the timing and likelihood of legislative approval makes it difficult or impossible to use for this project.

Joyce said that he would want to keep the local sales tax on the table as a possibility for this or other community projects.

Maricle said he concurs with the local sales tax but the delay in using it for this project would cause prices to escalate if the project were pushed into the future.

Nasby asked that the local sales tax be kept as a legislative item and there may be ways to structure it as a reimbursement or substitute revenue stream for debt service.

Jones said that he would want the local sales tax legislation to be flexible to use for other community projects and not just the emergency facilities. He also would like to see at least \$50,000 raised through grants, donations or sponsorships.

Cooley asked if a meeting with the townships would be with the City Council or the Building Committee. Consensus that it would be best with the City Council.

Jones noted that the new facility will have higher operational costs and those will be passed along to the users in the annual formula so the cost to the City and townships will go up.

Johnson said that the partnership with all entities in the fire district is important as we all benefit from the services. He also noted that there are other City projects that need attention so funds need to be allocated as well as possible to allow for those considerations.

Dan Ortman, Fire Chief, said that the townships have indicated that they do not want to pay anything for the building, but most realize that there will be some funding needed.

Maricle said that annual debt service on a \$3 million loan would be \$140,000 to \$218,000 depending on the loan type and terms. The interest on a 40-year loan at four percent is \$1.6 million more than if there is a 20-year loan at four percent interest.

Joyce said that he is in favor of a longer term of 40-years to make the project more affordable and the building will last that long to match the use and repayments.

Preliminary

Maricle said that interest rates will go up in the future and having a 3.25 percent interest rate locked in for 40-years will look attractive in the next five years. He would be supportive of \$50,000 per year divided between the Electric and Liquor funds as increases to their payments in lieu of taxes.

Jones said that if there were \$35,000 in annual funding coming from the townships and \$2 in a monthly service fee on utility bills the projected debt service can be covered.

Maricle noted that the service fee could be reduced or eliminated if there were franchise fee revenue in the future.

Cooley clarified that the discussion is for the townships to make annual payments toward the debt instead of asking for an upfront contribution. Consensus that this is the preference and most likely option to be workable with the townships.

Maricle said that the priority and plan is to finance the Emergency Services Facility using a combination of State bonding funds and local match. However, if that effort is unsuccessful the financing plan discussed tonight can be put into action.

Joyce said that there are other projects like the arena, streets and pool coming up so any funds that can be obtained from the State for the Emergency Services Facility are absolutely key to keep the City moving forward. Joyce also confirmed that the Mayor was going to provide a re-cap of the work session discussion at the regular City Council meeting. He also noted that a representative from the Student Senate would be present as a youth liaison and Council action would be needed to implement that activity.

Maricle recessed the meeting at 7:18 pm.

Maricle reconvened the regular meeting at 7:30 pm.

4. Pledge of Allegiance
5. Youth Liaison:

Maricle said that Madison Maras is present as the Student Senate liaison to the City Council and welcomed her.

Motion by Joyce second by Ray to establish a youth representative to the City Council in coordination with the Windom Student Senate. Motion carried 5 – 0.

Joyce noted that the position of youth liaison would rotate among members of the Student Senate.

6. Approval of Minutes:

Motion by Cooley second by Johnson to approve the City Council minutes from October 6, 2015 and October 12, 2015. Motion carried 5 – 0.

7. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Economic Development Authority – October 12, 2015
- Planning & Zoning Commission – October 13, 2015
- Library Board – October 13, 2015

Motion by Cooley second by Ray to accept the Consent agenda board and commission minutes. Motion carried 5 – 0.

Maricle said there solicitation permits that were received and reviewed by the Police Department from four individuals. Harvey Jones, LaNelius Jones, Alec Johnson and David Hillary.

Motion by Cooley second by Joyce to approve the solicitation permits as presented. Motion carried 5 – 0.

8. Department Heads:

None.

9. North Windom Industrial Park – Change Order #1:

Aaron Backman, EDA Executive Director, said that he is proposing a change order for Holtmeier Construction to do soil balancing on lots in the industrial park. Currently the contractors are working on the extension of Commerce Boulevard and excess fill is being placed on Lot 1, Block 1. Because fill is needed on other lots he is proposing to amend the contract to have Holtmeier Construction move dirt around and level off on Lot 1 and Lot 2 in Block 2. This soil balancing will make the lots more attractive for sale and help eliminate some of the excess fill that has been placed on Lot 1, Block 1. The proposed price for the work is \$57,590.50 and would be paid for from TIF 1-17. The weather has been favorable and the construction work will be completed by November 1, 2015.

Jones asked if moving excess fill was part of the original project. Backman replied that it was in the contract as to moving fill to Lot 1, Block 1 and now they want to move it to other lots as well to level them for future construction.

Nasby said that there was an item in the original contract so a change order is applicable and the City Attorney has reviewed the proposed change order.

Cooley noted that there were many utilities located by the liquor store.

Motion by Jones second by Johnson to approve Change Order #1 for the NWIP Commerce Boulevard Extension Project with Holtmeier Construction as presented. Motion carried 4 – 0 – 1 (Ray abstain).

10. Lyle and Roberta Riebe – Park Donation:

Maricle thanked the Riebe's for their generosity in donating \$900 for a park bench.

Council member Johnson introduced the Resolution No. 2015-43, as amended, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM LYLE AND ROBERTA RIEBE" and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Jones, Joyce, Ray, Cooley and Johnson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 - 0.

11. Fire Relief Association Report:

Maricle said that the report shows that the fund is solvent and he could answer any questions if the Council had them.

Motion by Ray second by Joyce to accept the 2015 Fire Relief Report as presented. Motion carried 5 – 0.

12. Emergency Services Facility Architect Preliminary (Schematic) Design Authorization:

Nasby said that there was memo in the packet from the architect showing the timeline for the design, bid and project start. To keep on schedule for a 2016 construction they are requesting formal authorization to move onto the schematic design phase, which is estimated at \$50,000 to \$60,000.

Motion by Jones second by Johnson to authorize Brunton and Associates to proceed with the schematic design phase of the Emergency Services Facility. Motion carried 5 – 0.

Maricle said that prior to the City Council regular meeting they held a study session on methods to fund the Emergency Services Facility and cover the debt service. The project debt would be for 20-40 years depending on the amount to be financed and the loan terms. A \$3 million loan would require \$140,000 to \$218,000 per year debt service depending on the length of the loan and interest rate and that this was a worst case situation if the State bonding funds are not received. The annual debt payments would be repaid through funds from the electric fund, liquor fund, hospital transfer, township contributions and possibly a monthly service fee. The best situation would be the receipt of \$2.2 million in bonding funds from the State. In the future other revenue such as a gas franchise fee could be used for building debt, new projects or equipment funds.

Cooley noted it is important to keep as much financial flexibility as possible so the City can address on-going needs and future projects.

13. Resolution Calling for a Public Hearing for the 2015 Miscellaneous Special Assessments:

Nasby said this is the mechanism used to collect on invoices that have not been paid for properties where there were weeds or long grass that had to be taken care of by the City. These costs can be assessed to the properties, but the property owners still can pay them off before the end of the year without penalty or interest. The action tonight is to set the public hearing and then letters will be sent to the impacted properties.

Council member Cooley introduced the Resolution No. 2015-44, as amended, entitled “RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALLING FOR A PUBLIC HEARING FOR THE 2015 MISCELLANEOUS SPECIAL ASSESSMENTS” and moved its adoption. The resolution was seconded by Johnson and on roll call vote: Aye: Joyce, Ray, Cooley, Johnson and Jones. Nay: None. Absent: None. Abstain: None. Resolution passed 5 - 0.

14. New Business:

None.

15. Old Business:

None.

16. Regular Bills:

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

17. Council Concerns:

Maras thanked the City Council for implementing the youth liaison and allowing her to participate.

Joyce said that the Planning & Zoning Commission had gotten sample rental housing ordinances from other communities for review so that discussion is moving forward. He thanked Madison Maras and the Student Senate for participating in the youth liaison to Council program. He noted the information from the Greater Minnesota Partnership and wondered if the City is a member or considering joining. Joyce said that the ice at the Arena is working towards a Thursday opening and encouraged people to check the website and Facebook. Last, he said that the Finding Windom group is working on a downtown branding project and is having a meeting October 26th at 7 pm and encouraged people to attend and he thanked that group for all of their efforts.

Johnson thanked the public for their support of the firefighter’s pancake breakfast and project support. He agrees that the local sales tax may not work for the Emergency Services Facility project due to timing issues.

Preliminary

Cooley said he too wanted to compliment the Finding Windom group for their work and note the downtown branding efforts as our courthouse square is unique.

Nasby noted that he will be gone November 3, 2015 City Council meeting as he is in Nashville for the National League of Cities and that another staff person would be substituting for him at that Council meeting.

18. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 8:15 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

September 16th, 2015 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, September 16th, 2015, in the Riverview Apartments Community Room. Board Members present: Frank Dorpinghaus , Margaret McDonald, Linda Jaakola, Hillside Resident Board Member, Pat Tepley and Riverview Liaison, Paul Deason. Also present were: Executive Director, DeeAnna Bakken and Director of Operations, Connie Clausen and City Liaison, Bryan Joyce. Absent: Board member, Jens Hansen.

The meeting was called to order at 4:05 p.m. with the consent agenda approved (McDonald/Tepley) which included the minutes of the previous meeting, the utility and bills report.

Open Forum: Scheduled Guests: None

Old business consisted of:

1. An update was given on the progress of the POHP Grant project. A contract will be signed shortly so that the asbestos testing can be completed as soon as possible.
2. The Office/Mailbox project is officially complete.
3. The Hillside Porch Project is in process. This project is anticipated to be complete by next month.
4. An update was given on the Riverview Beautification Project. The fence in the front of the building has been completed. This project is now on hold until next spring.
5. Maintenance staff has begun the Riverview interior updates. Painting of each floor landing is in process. Each floor will also have new wall décor once painting is completed.
6. The Director of Operations recently attending training which included HUD Labor Standards, HDS Systems Training & ACOP Training.
7. The board member position currently held by Jens Hansen is up as of 12/31/15. The Executive Director reports she is not expecting Mr. Hansen to renew his position and that the board should be considering persons to invite as a new board member.
8. The Pilot Payment information will once again be brought before the city council requesting a reduction. We are awaiting confirmation of the meeting date at this time.

New Business consisted of:

1. Annual Inspections have been scheduled for October 20 & 21st this year. Once again, we will be randomly drawing & inspecting 30% of units at each building.
2. Unit Renewals are on track and will be moving to the next unit soon.
3. Two of the three heat pumps at Riverview are leaking. Maintenance staff will order the parts and do the repairs.
4. Staff is working on updating the Emergency Procedures and will be conducting a mock fire drill at both buildings in October. The Windom Fire Department has been contacted to take part.
5. Upcoming board meetings: Wednesday, October 7th (Hillside).

With no further business, the meeting was adjourned at 4:25 pm (McDonald/Jaakola).

Frank Dorpinghaus, Chairman

DeeAnna Bakken, Executive Director

STREET COMMITTEE

Meeting Minutes October 22, 2015

Call to Order: The meeting was called to order at 4:15 P.M. at the Street Shop

Members Attending: Committee Members Attending - Brian Cooley & JoAnn Ray

City Staff Present: Street Superintendent Bruce Caldwell

Public: Wenck Engineering Representative Dennis Johnson

1. Discussion on the proposal for a new storm sewer around the undeveloped area northwest of the Windom Area High School; Dennis Johnson showed the preliminary plans for the new streets and lots within this area. Additional storm sewers are absolutely needed in the surrounding areas and within this subdivision.

With the addition of storm sewers on the north end of 17th Avenue that should help to reduce the amount of storm water going down our 18th Avenue storm sewer main which has been unable to support drainage from heavy rains. So by adding a new system it should help reduce the amount of flooding around 18th Avenue, Jamison Drive, Maple Park Circle and Red leaf Court.

Caldwell also stated his concerns about standing water on 17th Street north of 15th Avenue. Currently there aren't any storm sewers along this stretch of road including the intersection at 17th Street & 17th Avenue. Due to standing water at several locations on the road surface that it has created some damage to the road. Also during winter/spring thaws the staff has had a lot of ice removal maintenance in those areas so a storm sewer with a few catch basins is needed. Because of the higher volume of water due to this additional storm sewer a new outlet under River Road needs to be made.

The county highway department was contacted by Johnson and he is waiting to see if they will give their approval to cross River Road by the intersection of 17th Avenue with the storm sewer main.

In the committee's opinion all the property owners along the areas stated above should participate paying for this new storm sewer.

Wenck will finalize the design of the storm sewer and present it to the Planning and Zoning Officer for further action.

2. Meeting adjourned at 5:15 p.m.

Emergency Services Building Committee Minutes

October 26, 2015

The Windom Emergency Services Building Committee met on October 26, 2015, at 5:30 p.m. in the Fire Hall meeting room. Members present were Dan Ortmann, Mark Stevens, Tim Hacker, Jim Axford, Kevin Heggeseth and Brian Cooley. City Staff – Steve Nasby and Denise Nichols. Absent: Mayor Corey Maricle and Gary Olson. Also present were Corey Brunton and Aaron Wockenfuss from Brunton Architects; public present were Dirk Abraham-KDOM Radio and Rahn Larson – Citizen Publishing.

1. **Call to Order** – Chair Ortmann called the meeting to order.
2. **Approval of Minutes – M/S/P: Motion made by Heggeseth, seconded by Stevens, to approve the Minutes of the September 28, 2015, meeting as written. Ayes – 6, Nays – 0.**
3. **Public Presentation Update** – Chair Ortmann reported that public presentation material included the interior concept design of the proposed building. The public was able to ask questions and obtain information regarding the building and the department needs. He reported that he received positive feedback from the public and support for the project. The most common question asked was “What would happen with the current facility?”. Ortmann noted that the Council would determine the future use of the old facility.
4. **City Council Financing Update** – City Administrator Nasby reported that the Council has developed two plans of action for the possible financing of the building.

Plan A: Continue to pursue \$2.2 million bonding funds through the state bonding request that was previously submitted. A site visit by the State Bonding Committee has been scheduled for November 17th to review the proposed bonding request. If funding is approved, the Council is hoping for a legislative announcement of funding in April or May 2016.

Plan B: The Council discussed options to fund the project without state bonding funding. If bonding funds are not used, costs would be reduced by 10% or more since Davis Bacon would not be a requirement. Another reduction would be the elimination of the State requirement of 2% of the project cost for art.

Funding and financing sources discussed by the Council included debt financing with a 20-year or a 40-year 3 million dollar loan. Additional resources could include fund transfers from the Ambulance, Electric and Liquor Store funds. Other possible funding sources could include contributions from the Windom Area Hospital, Townships and Cities within the fire and ambulance service area. Also considered were business and residential monthly service fees on utility bills. It was determined that due to timing, a Local Option Sales Tax was removed as a funding option for this project.

5. **Preliminary (Schematic) Designs/Cost Estimates** – Brunton discussed timelines and the recent memo that was submitted to the City Council regarding timelines and the request for authorization to proceed with Schematic Design. Nasby reported that the City Council has authorized the Schematic Design phase. Cooley added that the Emergency Services Building project is the number one priority of the City Council and the Council agrees that the project needs to move forward.

Brunton noted that projects bid in the first six months of the year receive the best bid prices. Bidding after these dates would increase the project cost by 5% or more. He added that moving forward with completing Schematic Design and an early bidding date in 2016 will create significant savings for the project.

Brunton requested a timeline for completion of the designs. Nasby indicated that the drawings would be needed for the November 17th site visit and for another public information meeting. Chair Ortmann requested that the Committee be provided an opportunity to review the designs before these two events. It was agreed that the Committee would meet on November 9th to review the Schematic Designs.

Timeline

November 9th – Emergency Services Building Committee Meeting

November 16th – Public Information Open House

November 17th – State Bonding Committee Site Visit

The memo from Wockenfuss regarding exterior finish costs was reviewed and discussed. Wockenfuss and Brunton noted that the exterior design was created to emulate architectural designs from existing buildings within the city such as the Court House and BARC. Costs were calculated with a formliner and bricks around the entire building. This type of process is much less expensive than using actual brick and also eliminates future maintenance costs for items such as tuck pointing. Exterior costs could be reduced if the formliner and bricks were removed from the backside of the building. The back panels would be completed with a sandblast finish. The Committee agreed that this change should be implemented.

Also discussed was the entrance covering and if this should be a balcony or a canopy. The Committee agreed this item should be an alternate to allow review of both options. Hacker requested additional doors to the ambulance bay. It was agreed that the fourth ambulance bay should be included in the design. The Committee also agreed that the monument wall/bench should be included in the project.

6. **M/S/P: Motion made by Cooley, seconded by Stevens, to approve building floor and site plans and exterior finishes and alternates/changes that have been recommended by the Committee. Ayes 6, Nays – 0.**
7. **Other Business** – Bonding Site Tour Senate Capital Investment Committee November 17th at 4:00 p.m. in the Windom Fire Hall.
8. **Next Meeting Date** – The next meeting date is November 9, 2015, at 5:30 p.m. in the Fire Hall meeting room.
9. **Adjourn – M/S/P: Motion by Heggeseth, seconded by Hacker, to adjourn the meeting. Ayes 6, Nays – 0.**

Community Center Commission Minutes
Monday October 26, 2015

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:35 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Linda Stuckenbroker-Absent
Kelly Woizeschke-Absent
Mitch Voehl
Lenny Thiner
Commission Liaisons: Brian Cooley-Absent
Bruce Caldwell-Absent
Paul Johnson-Absent
EDA Director: Aaron Backman-Absent
Public:

3. Approval of Minutes:

Motion by Lenny Thiner, seconded by Mitch Voehl to approve the September 28, 2015 Community Center Commission Minutes. Motion passed 3-0.

4. Additions to the agenda:

LSS Letter from City Administrator to increase yearly fee

5. President's Report:

Nothing to Report

6. Director's Report:

- a. WCC Director Bussa reviewed with Commission updated 2016 Budget Income and Expense. Director Bussa handed out upcoming 2016-2020 Capitol Outlay. WCC Commission reviewed Capitol and went over some of the items that were on Capitol Outlay.
- b. Up Coming Gun and Knife Show-WCC Director Bussa explained to Commission how 2 day events such as the Gun and Knife show were handled by staff. Director Bussa stated it looks like it will be a good show and that it brings in lots of people from all over the area and surrounding states such as Iowa and South Dakota.
- c. LSS 2016 Site Agreement-Director Bussa stated letter was sent with increase to Contract cost and has been accepted and will go in front of council for their approval.

7. Resource Management:

Schedule of Events: Reviewed Schedule of Events

Income & Expense: Reviewed Income and Expense

8. Miscellaneous:

WCC Director Bussa advised Commission that at Budget Workshop it was brought to his attention that Commission should review advertising on High School Scoreboard. After discussion, Commission all decided that they wanted to leave as they voted, stating those dollars should be spent on Highway Corridor Signage or an LED Sign somewhere closer to Community Center.

9. Open Forum:

Nothing to Report

10. Next Meeting:

Monday November 23, 2015 @ 5:30 pm

Adjourn:

Motion by Lenny Thiner, seconded by Mitch Voehl, to adjourn the meeting at 6:15pm. Motion carried 3-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

UTILITY COMMISSION MINUTES
Council Chambers
October 28, 2015

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on October 28, 2015 in the Council Chambers.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan, Glen Francis
Member Absent: None
City Council Liaison: Dominic Jones, Present
Staff Present: Brent Brown, Electric Superintendent, Glen Lund, Water / Wastewater Foreman, Chelsie Carlson, Finance Director, Steve Nasby, City Administrator

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve September 23, 2015 Utility Commission minutes as presented. Motion carried 3 – 0.

NEW BUSINESS

Billing System Upgrade – Carlson discussed a memo included in the packet requesting support from the Utility Commission to allocate funds toward a new billing system. Carlson explained that the City currently bills their Utility and Telecom services from two separate systems and there is much efficiency to be realized from having one system to bill all City services, including the ability to offer a customer online portal for viewing invoices and paying bills. Additionally the City has experienced unexplainable errors with the current Utility billing system and there is limited ongoing support for the system so an upgrade is needed. Carlson presented a summary of pricing and functionality of several systems that were reviewed by Staff. After the system review, Staff is recommending Innovative Systems from Mitchell, SD. This system is well established in Telecom Billing and is currently capable of also billing Utility services. Carlson and the Billing Clerk were able to attend a user conference for this system and talked with several users that were all having positive reviews of the system.

Also included in the Commission packet was a suggested funding allocation for the new system. The Commission questioned the cost allocation between Telecom and Utility. Carlson agreed to contact other municipalities to see how their system cost is allocated amongst departments.

Motion by Francis second by Riordan to support the recommendation to upgrade the current billing system with Innovative Systems. Motion carried 3-0.

Job Description Review – Brown presented a memo that will be provided to the Personnel Committee at their meeting in November. In this memo, Brown is requesting the Electrical Manager and Electrical Superintendent jobs be combined and the new position be moved into a pay range that is consistent with other communities having this position. The Commission had discussed this at a prior meeting and gave their support during that meeting. Jones presented his thoughts regarding the

need for a Public Works Director to oversee the Electric, Water/Waste Water, and Street Departments. Jones feels this position is needed to facilitate communication and coordination amongst these departments. Jones wanted to know if the Commission felt this position was needed and the other Commission members were not supportive of the Public Works Director position.

Succession Planning – Glen Lund, Waste Water Forman, expressed his concern regarding succession planning within the Water/Waste Water departments. Lund indicated that within 5 years it is possible that both he and Haugen could retire and the departments do not currently have the staff to replace these positions. Lund explained that it takes a minimum of 5 years to get the required licenses needed for these positions. Lund would like the Commission to consider adding a position to the Water /Waste Water departments to plan for these pending retirements. The Commission explained that this has been requested in the past but documentation to support the need was never provided. Lund will provide more support for the requested position at a future meeting.

REGULAR BILLS

Motion by Francis second by Riordan to pay the Bolton & Menk bill in the packet. Motion carried 3-0.

WATER/WASTEWATER ITEMS

Dog Park – The Commission discussed the request by the Parks department to use the City Wellfield area by the Windom Recreation Area as a Dog Park. The Commission agreed that this site should not be used as it would conflict with the Wellhead Protection Plan.

NEW BUSINESS

2016 Budget – Lund discussed the potential impact to the 2016 Sewer Budget of PM Windom shut down. Lund presented an analysis showing the reduction in revenue and expense related to PM Windom. The projected net impact at this time is minimal but more information is needed. The Commission also questioned if there was a minimum required for sewer in the PM Windom contract. Staff will review the contract for a minimum charge. The Commission requested an update on the PM Windom impact at the next meeting.

Brown provided the Commission a memo explaining the impact to the 2016 Electric Budget of PM Windom shutdown. The project net impact at this time is around \$300,000. Brown explained the power purchasing impact is difficult to calculate as contracts need to be evaluated and market rates will determine the actual impact. Brown is working with CMMPA to evaluate the contracts and determine the impact. The recommendation at this time is to recover the estimated net revenue through the power cost adjustment and review the impact to the power purchasing in six months after the needed data is collected.

Brown also indicated that he is expecting a request from PM Windom to waive the minimum required on their electrical service. If this request is made, it will be brought to the Commission for review and approval.

2016 Smart Goals – The Commission was provided the SMART Goals for Electric and Water/Waste Water departments for review. Jones explained the Council relies heavily on these smart goals so he encouraged departments to provide as much detail as possible.

Red Rock Rural Water Contract - Jones informed the Commission that the November true-up for the Red Rock Rural Water contract is near and money will be owed back to Red Rock because they paid \$60,000 as a down payment but their water charges have not totaled \$60,000. Jones expressed his concern that he was denied water three times during the year so he was forced to purchase from higher priced sources. Lund expressed his concern with the Red Rock contract rates and he would like these rates reviewed. This will be reviewed further at a future meeting.

ELECTRIC ITEMS

Substation Proposal – Utilities Plus provided a proposal for engineering the installation of a new Substation located in the Windom Power Plant. Brown indicated that he would like to obtain a separate quote to engage Utilities Plus to get engineering cost estimates only for the substation project. This would allow the Commission to have the information needed to decide if the project should move forward.

ADJOURN

Schwalbach adjourned the meeting at 1:05 p.m. Next meeting will be held November 25, 2015

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Windom Youth Hockey Assoc Previous Gambling Permit Number: 00998-004

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 41

City: Windom State: MN Zip: 56101 County: Cottonwood

Name of Chief Executive Officer (CEO): Jenny Hedquist

Daytime Phone: 507-822-1678 Email: hedquist@mvtvwireless.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): River's Edge Realty

Address (do not use P.O. box): 570 2nd Ave

City or Township: Windom Zip: 56101 County: Cottonwood

Date(s) of activity (for raffles, indicate the date of the drawing): December 15, 2015

Check each type of gambling activity that your organization will conduct:

- Bingo* Paddlewheels* Pull-Tabs* Tipboards*
 Raffle (total value of raffle prizes awarded for the calendar year: \$10,000)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Jenny Hedquist* Date: 10-27-15
(Signature must be CEO's signature; designee may not sign)

Print Name: Jenny Hedquist

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

a copy of your proof of nonprofit status, and

application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION # 2015-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:
 Abstained:

CITY OF WINDOM

RESOLUTION APPROVING BUSINESS SUBSIDY TO THE TORO COMPANY

WHEREAS, on August 18, 2015, the City Council approved the establishment of Tax Increment Financing District 1-19 (“TIF 1-19”); and

WHEREAS, on August 24, 2015, Ryan Companies US, Inc. purchased property located in TIF 1-19 for the purpose of construction of a new warehouse facility for The Toro Company (“the project”); and

WHEREAS, pursuant to an agreement between Ryan Companies US, Inc. (“Ryan Companies”) and The Toro Company (“Toro”), Ryan Companies will remain the owner of the property and will act as the developer of the property; and Toro will be the tenant of the property and will be responsible for the payment of the real estate taxes on the property; and

WHEREAS, Ryan Companies and Toro have requested tax increment financing (“TIF”) assistance, through TIF 1-19, for eligible expenses for development of the project and have requested that Toro receive said TIF assistance; and

WHEREAS, the granting of TIF assistance in an amount greater than \$150,000 is subject to business subsidy laws as set forth in Minnesota Statutes Sections 116J.993 through 116J.995, inclusive as amended; and

WHEREAS, pursuant to said statutes, the City Council held a public hearing on November 3, 2015, concerning the proposed awarding of a business subsidy to Toro in the form of tax increment from TIF 1-19; and

WHEREAS, the City Council has considered all of the comments made at the public hearing, reviewed the proposed Development Agreement between the City of Windom and Ryan Companies US, Inc., and reviewed the proposed Business Subsidy Agreement between the City of Windom and The Toro Company; and

WHEREAS, the City Council has determined that granting of the proposed business subsidy and approval of the proposed Development Agreement and Business Subsidy Agreement are in the best interests of the City of Windom and the citizens of Windom.

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

1. The granting of a business subsidy to The Toro Company in an amount not to exceed Three Hundred Thousand Dollars (\$300,000), payable from available tax increment generated by

TIF 1-19 over a period estimated not to exceed six (6) years as set forth in the Development Agreement, is hereby approved. The primary public purposes sought to be accomplished through the granting of the business subsidy are encouraging the development of property in the City that is currently underutilized, expanding the tax base of the City and State, and facilitating a major employer's operations in the City, and not job creation and wage goals. Therefore, wage and job goals are set at zero.

2. The proposed Development Agreement between the City of Windom and Ryan Companies US, Inc. and the proposed Business Subsidy Agreement between the City of Windom and The Toro Company are hereby approved; and the Mayor and City Administrator are hereby authorized to execute said documents on behalf of the City of Windom and any other documents required for the granting of said business subsidy.

Adopted this 3rd day of November, 2015.

Corey Maricle, Mayor

ATTEST: _____
Steven Nasby, City Administrator



City of Windom Staff Report

To: Mayor and Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: November 3, 2015
Item Title/Subject: **PUBLIC HEARING REGARDING BUSINESS SUBSIDY FOR TORO COMPANY IN TIF DISTRICT 1-19 (NWIP-2)**

Background:

On August 18, 2015, the City Council adopted a Resolution establishing TIF District 1-19 (also known as NWIP-2). This district covers Lots 5, 6, 7, and Outlot B in Block 2 in the northeast quadrant of the North Windom Industrial Park Subdivision.

On August 24, 2015, Lots 6, 7, and Outlot B in the NWIP were sold to Ryan Companies US, Inc. for purposes of construction of a new warehouse facility for The Toro Company. Ryan Companies will continue to own the property and lease the property to Toro. The real estate taxes on the property will be paid by Toro. Pursuant to the terms of the Purchase Agreement, a portion of the tax increment generated by the property is to be paid to Toro, the end user.

The EDA's TIF attorney, Robert Deike, has prepared the proposed Development Agreement and Business Subsidy Agreement. These documents have been reviewed and approved by attorneys for Ryan Companies and The Toro Company. They are satisfied with the technical revisions. The attached documents will be reviewed and acted on at the November 3rd Council meeting.

The proposed terms include reimbursement to Toro for eligible expenses including site preparation, parking lots, and stormwater detention pond. This reimbursement would be in the sum of \$300,000 over a period not to exceed 6 years and would be paid from tax increment generated by real estate taxes on the lots.

Pursuant to Minnesota Statutes 116J.993 through 116J.995 which set forth the business subsidy laws, the granting of any assistance (including TIF assistance) in an amount greater than \$150,000 is subject to the business subsidy laws and also requires a public hearing prior to the granting of the business subsidy. On October 14th the public hearing notice was published in the Citizen for the November 3rd hearing.

Attached for your review and approval is a proposed Resolution regarding the business subsidy to Toro, the public purposes of the subsidy, and the Development Agreement. The

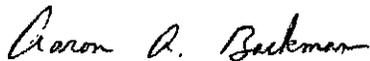
EDA Executive Director can respond to questions you may have regarding the subsidy and development agreement.

Requested Action:

Following the public hearing, please adopt the proposed Resolution which:

- 1) Approves a business subsidy to The Toro Company in an amount not to exceed \$300,000, payable from available tax increment generated by TIF District 1-19 (NWIP-2), over a period estimated not to exceed six years as set forth in the Development Agreement.
- 2) Outlines the primary public purposes sought to be accomplished through the granting of the business subsidy which are designated as: Encouraging the development of property in the City that is currently underutilized, expanding the tax base of the City and State, and facilitating a major employer's operations in the City, and not job creation and wage goals. Therefore, wage and job goals are set at zero.
- 3) Approves the proposed Development Agreement between the City of Windom and Ryan Companies US, Inc. and the proposed Business Subsidy Agreement between the City of Windom and The Toro Company; and authorizes the Mayor and City Administrator to execute these documents on behalf of the City of Windom and other documents required for the granting of the business subsidy.

Respectfully submitted,



Aaron A. Backman
EDA Executive Director

Attachments

**CITY OF WINDOM, MINNESOTA
PUBLIC HEARING NOTICE**

Notice is hereby given that the City Council of the City of Windom (the "City Council") will hold a public hearing, pursuant to Minnesota law, to consider awarding a business subsidy to The Toro Company ("Toro") in the form of tax increment from Tax Increment Financing District No. 1-19 (TIF 1-19), pursuant to Minnesota Statutes Sections 116J.993 through 116J.995.

TIF 1-19 was established on August 18, 2015, and includes property identified as Parcels Nos. 25-556-0110, 25-556-0120, and 25-556-0140 which is located at 4145 Commerce Boulevard. Ryan Companies US, Inc. is the owner of this real estate and is currently constructing a warehouse facility on this property to be leased to Toro. Real estate taxes on the property will be paid by Toro from which Toro will receive a maximum amount of \$300,000 of tax increment from TIF 1-19 over a period not to exceed six years based on eligible development costs, projected values of the new development, and property tax rates.

The public hearing will be held in the City Council Chambers at City Hall, 444 Ninth Street, Windom, Minnesota, on Tuesday, November 3, 2015, during the regular City Council Meeting which begins at 8:05 p.m.

Members of the public may review a copy of the proposed business subsidy agreement and supporting documentation, prior to the public hearing, at the Office of the Economic Development Authority of Windom in the Windom City Hall at 444 9th Street, Windom, Minnesota.

At the public hearing, all interested parties may appear and express their comments, either orally or in writing, for consideration by the City Council. Following the public hearing, the City Council will take action concerning the adoption or rejection of the proposed business subsidy.

Notice of Right to File Complaint. Pursuant to Minnesota Statutes Section 116J.994, Subd. 5(f), a person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the grantor of a business subsidy if the grantor fails to comply with Sections 116J.993 to 116J.995 of Minnesota Statutes, and that no action may be filed against the grantor of a business subsidy for the failure to comply unless a written complaint is filed.

BY ORDER OF THE WINDOM CITY COUNCIL

Steven Nasby, City Administrator
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129

Published: October 14, 2015 (COTTONWOOD COUNTY CITIZEN)

9-29-15

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF WINDOM

and

RYAN COMPANIES US, INC.

Dated as of: _____, 2015

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2015, by and between the City of Windom, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 444 9th Street, Windom, Minnesota 56101, and Ryan Companies US, Inc., a Minnesota corporation (hereinafter referred to as the "Developer"), having its principal office at 50 South Tenth Street, Suite 300, Minneapolis, Minnesota 55403.

WITNESSETH:

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the "Council"); and

WHEREAS, the City has established within the City its Municipal Development District No. 1 pursuant to Minnesota Statutes, Sections 469.124 - 469.134, providing for the development and redevelopment of certain areas located within the City (which development district is hereinafter referred to as the "Project"); and

WHEREAS, the City has approved the establishment of its Tax Increment Financing District No. 1-19, an economic development district, within the Project pursuant to Minnesota Statutes, Sections 469.174-469.179 (which tax increment financing district is hereinafter referred to as the "Tax Increment District"); and

WHEREAS, pursuant to Minnesota Statutes, Section 469.176, subdivision 4, tax increment derived from the Tax Increment District may be used in accordance with the tax increment financing plan created in connection with the establishment of the Tax Increment District to pay the capital and administration costs of the Project; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.126, the City is authorized within the Project to acquire, construct, reconstruct, improve, alter, extend, operate, maintain or promote developments; and

WHEREAS, the Developer has submitted to the City a proposal by which the Developer would construct a 126,500 square foot warehouse facility within the Tax Increment District; and

WHEREAS, the Developer has as a part of its proposal requested that the City provide certain financial assistance to aid in its development, without which such development would not be possible; and

WHEREAS, City believes that the development of the proposed facility by the Developer will serve a public purpose because it will result in the development of property that is currently underutilized and would not be developed in the manner proposed without the assistance being provided by the City, it will result in an expansion of a major employer's operations in the City, it will enhance the tax base of the City and is in the best interest of the City and its residents and

in accord with the public purposes and provisions of applicable federal, state and local laws under which the Project is being undertaken and assisted;

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

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

"Act" means Minnesota Statutes, Sections 469.124-469.134, as amended.

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

"Available Tax Increment" means with respect to each Scheduled Reimbursement Date under Section 3.2 of this Agreement, ninety percent (90%) of the Tax Increment received by the City in the six (6) month period preceding such Scheduled Reimbursement Date.

"Business Subsidy Agreement" means the agreement in the form attached to this Agreement as Schedule C to be entered into by the Tenant and the City pursuant to Section 10.9 of this Agreement.

"City" means the City of Windom, or its successors or assigns.

"Construction Plans" means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings and related documents on the construction work to be performed by the Developer on the Property which have been or will be submitted for approval by the City building official and City departments and the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Property which are to be submitted to the building official of the City.

"County" means Cottonwood County, Minnesota.

"Developer" means Ryan Companies US, Inc., a Minnesota corporation, its successors and assigns and any future owner of any right, title or interest in the Property.

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

"Improvements" means the construction of a 126,500 square foot warehouse facility and related improvements on the Property all in accordance with the approved Construction Plans.

"Project" means the City's Municipal Development District No. 1.

"Project Area" means the real property located within the boundaries of the Project.

"Project Plan" means the development program and plan adopted in connection with creation of the Project.

"Property" means the real property described as such on the attached Schedule A.

"Reimbursable Costs" means the costs to be initially paid by the Developer and reimbursed by the City pursuant to Section 3.2 of this Agreement, which costs are described on Schedule B to this Agreement.

"Scheduled Reimbursement Date" means a date on which the City is scheduled to make a payment to the Developer pursuant to Section 3.2 of this Agreement.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes paid with respect to the Property and Improvements that is received by the City as tax increment pursuant to the Tax Increment Act.

"Tax Increment Act" means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174-469.179, as amended and as it may be further amended from time to time.

"Tax Increment District" means Tax Increment District No. 1-19 created by the City within the Project Area.

"Tax Increment Plan" means the tax increment financing plan adopted by the City in connection with its creation of the Tax Increment District, which plan together with the information and findings contained therein is hereby incorporated herein and made a part hereof by reference.

"Tenant" means THE TORO COMPANY, a Delaware corporation, its successors and assigns.

"Termination Date" means the date that the Tax Increment District terminates.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

ARTICLE II

Representations

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

(a) The City is a statutory city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City will cooperate with the Developer with respect to any litigation commenced with respect to the Project Plan, Project, or Improvements.

(c) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota corporation duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of incorporation, bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the improvements contemplated in the Construction Plans approved by the City.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer will cooperate with the City with respect to any litigation commenced by any third party with respect to the Project Plan, Project, or Improvements.

(g) Without the financial assistance being provided by the City pursuant to this Agreement the Developer would not construct the Improvements.

ARTICLE III

City Reimbursements

Section 3.1. Basis for Assistance. The Developer owns the Property. The Property is currently underutilized and has been underutilized for several years. The Developer has proposed to develop the Property through the construction of the Improvements and to lease the Property and Improvements to the Tenant under a long term lease. The Developer has informed the City that the costs of acquiring the Property and preparing the Property for construction of the Improvements renders the construction of the Improvements infeasible without the financial assistance being provided by the City pursuant to this Agreement. The City has determined that it is in the vital interests of the City and its residents that the Improvements be developed, and that the Improvements will not be constructed without the financial participation of the City as proposed by the Developer. In consideration of the Developer's agreement to undertake the development of the Improvements, the City is willing to defray up to \$300,000.00 of the Developer's costs of developing the Improvements by reimbursing the Developer for its payment of certain costs relative to its development pursuant to Section 3.2 of this Agreement.

Section 3.2. City Reimbursements. (a) The City agrees to defray a portion of the Developer's costs of constructing the Improvements by using Available Tax Increment to reimburse the Developer for such costs. The costs to be reimbursed by the City (the "Reimbursable Costs") are described on Schedule B to this Agreement. The maximum amount of the Reimbursable Costs that the City will reimburse is \$300,000.00. Upon completion of the Improvements, the Developer shall provide to the City evidence in the form of invoices, proof of payment, lien waivers, and other documentation reasonably required by the City demonstrating the amount of the Reimbursable Costs that were incurred and paid by the Developer. The City shall then reimburse the amount of the Reimbursable Costs, which amount shall not exceed \$300,000.00.

(b) Commencing on August 1, 2017 and continuing on each February 1 and August 1, up to and including February 1, 2024 (the "Scheduled Reimbursement Dates"), or until such earlier time as the City has paid all of the Reimbursable Costs, the City will pay to the Developer

the Available Tax Increment to reimburse the Developer for the Reimbursable Costs. No interest shall accrue with respect to the City's obligation to pay the Reimbursable Costs. The City's obligation to make such payments shall terminate on the earliest of the following:

- (i) On February 1, 2024;
- (ii) At such time as this Agreement is terminated in accordance with its terms;
- (iii) Upon termination of the Tax Increment District; or
- (iv) When the City has paid the entire principal amount of the Reimbursable Costs.

(c) The City's obligation to pay the Reimbursable Costs pursuant to this Agreement, is not a general obligation of the City, the State, or any political subdivision thereof and the City shall have no obligation to pay the Reimbursable Costs from any source except and to the extent of Available Tax Increment.

(d) The Developer shall be solely responsible for all construction items included within the description of Reimbursable Costs and for the initial payment of the cost thereof and shall indemnify, defend and hold the City harmless from and against any claims in connection with such work.

(e) The Developer hereby assigns to the Tenant the right to receive all payments toward the Reimbursable Costs made by the City under this Agreement and the City shall make all such payments directly to the Tenant.

Section 3.3. Conditions Precedent to City Reimbursements. Notwithstanding anything to the contrary contained herein, the City's obligation to make any payment toward the Reimbursable Costs shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement;
- (b) the Developer shall have completed the construction of the Improvements in accordance with the terms of this Agreement;
- (c) the Tenant shall have executed the Business Subsidy Agreement; and
- (d) the Tenant shall be continuously operating the Improvements as a warehouse facility.

Section 3.4. City's Costs. The Developer shall pay all of the City's actual, reasonable, out-of-pocket costs for attorney and consultants incurred in connection with the creation of the Tax Increment District and the negotiation and preparation of this Agreement and related documents, which costs shall be invoiced by the City and which payments shall be made within

thirty (30) days of such invoice(s); provided, that the Developer's maximum liability for costs under this Section is \$5,500.

ARTICLE IV

Construction of Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Improvements or cause the Tenant to maintain, preserve and keep the Improvements with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) As of the date hereof, the Developer has submitted and the City has approved Construction Plans for the Improvements. Nothing in this section shall be deemed to relieve the Developer's obligations to comply with the requirements of the City's normal construction permitting process.

(b) If the Developer desires to make any material change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its review and approval. If the Construction Plans, as modified by the proposed change, are satisfactory to the City, the City shall approve the proposed change and notify the Developer in writing of its approval. Any requested change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change.

Section 4.3. Commencement and Completion of Construction. (a) The Developer has commenced construction of the Improvements. Subject to Unavoidable Delays, the Developer shall complete the construction of all of the Improvements by January 1, 2016. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

(b) The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Until construction of the Improvements has been completed, the Developer shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements, and with coverage available in non-reporting form on the so called "all risk" form of policy;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy.

(b) Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause the Tenant to maintain, at its or the Tenant's cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris

removal, and collapse in an amount not less than the full insurable replacement value of the Improvements. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the City, which approval shall not be unreasonably withheld.

(ii) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The coverage limits required above may be achieved by an umbrella policy in combination with the required policies.

(d) The Developer agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Developer will forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

Unless the Tenant has terminated the lease, the Developer shall complete the repair, reconstruction and restoration of the Improvements, whether or not the proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

Section 5.2. Condemnation. In the event that title to and possession of the Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person prior to the Termination Date, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature

and extent of such taking. Upon receipt of any condemnation award, the Developer shall elect to either: (a) use the entire condemnation award to reconstruct the Improvements (or, in the event only a part of Improvements have been taken, then to reconstruct such part) within the Project Area; or (b) retain the condemnation award whereupon in the event that a substantial portion of the Redevelopment Property and Minimum Improvements have been taken, the City's reimbursement obligations under Section 3.2 shall terminate as of the date of the taking.

ARTICLE VI

Taxes; Tax Increment

Section 6.1. Real Property Taxes. The Developer shall pay or cause the Tenant to pay when due and prior to the imposition of penalty all real property taxes and installments of special assessments payable with respect to the Property after the Developer acquires the Property.

Section 6.2. Tax Increment. The Developer acknowledges that the City has made no warranties or representations to the Developer or the Tenant as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to pay the Reimbursable Costs in whole or in part. Nor is the City warranting that it will have throughout the term of this Agreement the continuing legal ability under State law to apply Tax Increment to the payment of the City's reimbursement obligations, which continued legal ability is a condition precedent to the City's obligations under this Agreement. To the extent that in any year or years the City receives Tax Increment in excess of the amounts necessary to pay amounts due under Section 3.2 of this Agreement, the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act.

ARTICLE VII

Financing

Section 7.1. Developer Financing. On or before October 31, 2015, the Developer shall provide to the City evidence in a form acceptable to the City showing that the Developer has secured financing sufficient to complete the Improvements.

ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the completion of construction of the Improvements the Developer has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than the lease of the Improvements to the Tenant), or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City. No such assignment or transfer shall relieve the Developer of any liability under this

Agreement unless the City in writing specifically releases the Developer. Notwithstanding the foregoing, the City acknowledges and consents to Developer obtaining construction financing for the Property, and granting a mortgage on the Property to such construction Lender. The City shall execute such further documentation evidencing this consent as is reasonably requested by the Developer.

Section 8.2. Release and Indemnification Covenants.

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

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

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

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement, including its reimbursement obligations under Article III, until it receives assurances from the Developer, reasonably deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement and may take

any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

(a) Terminate this Agreement, including its reimbursement obligations under Article III;

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

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

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

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement.

The Property is located within an economic development tax increment financing district as defined in section 469.174, subd. 12, of the Tax Increment Act. The Developer agrees to restrict the use of the Development Property and Improvements so as to comply with the restrictions on use that must be satisfied in the Tax Increment Act to allow the Tax Increment District to continue to comply with the Tax Increment Act. Specifically, and without limiting the foregoing, the Developer agrees that it will comply with the use restrictions contained in Section 469.176, subd. 4c, of the Tax Increment Act. In the event that there occurs a failure on the part of the Developer to comply with the restrictions contained in the Tax Increment Act that results in liability on the part of the City for repayment of Tax Increment, or results in the imposition of penalties or other liability, the Developer shall be liable to the City in the amount of such repayments or penalties. The obligations of the Developer under this section shall survive the Termination Date. Prior to entering into any lease or other arrangement concerning the use of the Development Property or Improvements, or any portion thereof, the Developer shall obtain the City's written consent to such lease or arrangement.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 50 South Tenth Street, Suite 300, Minneapolis, Minnesota 55403, Attn: Casey Hankinson; and

(b) in the case of the City, is addressed to the City at P.O. Box 38, Windom, MN 56101-0038.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section. When any notice is given by either party to the other a copy of such notice shall also be mailed to the Tenant at the following address: THE TORO COMPANY, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196.

Section 10.5. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

Section 10.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

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

Section 10.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 10.9. Business Subsidy Agreement. The financial assistance being provided by the City under this Agreement constitutes a “subsidy” within the meaning of Minnesota Statutes, sections 116J.993 to 116J.995. Therefore, upon execution of this Agreement the Developer will cause the Tenant to execute the Business Subsidy Agreement to satisfy the requirements under said statutory provisions. The repayment obligations set forth in the Business Subsidy Agreement are mandated by State law and are in addition to the obligations of the Developer under this Agreement. The City understands that the Developer will lease the Improvements to the Tenant and agrees that it will accept the Tenant’s performance of the goals contained in the Business Subsidy Agreement as satisfaction of such goals.

SCHEDULE A

Description of Property

Lots Six (6), Seven (7), and Outlot B in Block Two (2) of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.

SCHEDULE B

Reimbursable Costs

The following costs constitute the Reimbursable Costs for which City will reimburse the Developer pursuant to the terms and limitations contained in the Agreement:

Cost Items

Subject to review and approval of receipts, up to \$300,000.00 for:

Site Preparation and installation of storm water pond and parking areas

SCHEDULE C

BUSINESS SUBSIDY AGREEMENT

By and Between

CITY OF WINDOM

and

THE TORO COMPANY

Dated: _____, 2015

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2015, by and between the City of Windom, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 444 9th Street, Windom, Minnesota 56101, and THE TORO COMPANY, a Delaware corporation (hereinafter referred to as the "Tenant"), having its principal office at 8111 Lyndale Avenue South, Bloomington, MN 55420-1196.

WITNESSETH:

WHEREAS, the City and Ryan Companies US, Inc., a Minnesota corporation (the "Developer") have entered into a Development Agreement dated as of _____, 2015, (the "Contract") pursuant to which the Developer has agreed to construct certain improvements on real property within the City; and

WHEREAS, in order to induce the Developer to undertake such development, the City has agreed in the Contract to provide certain assistance to the Developer by reimbursing the Developer for a portion of the Developer's cost of constructing such improvements; and

WHEREAS, pursuant to the Contract the Developer has assigned to the Tenant its rights to receive reimbursement payments made by the City under the Contract; and

WHEREAS, Minnesota Statutes, sections 116J.993 to 116J.995, provides that a government agency that provides financial assistance for certain purposes must enter into a business subsidy agreement setting forth goals to be met and the financial obligations of the recipient of the assistance if the goals are not met; and

WHEREAS, the City has required that this Agreement be executed by the Tenant as a condition to providing the assistance under the Contract to satisfy the requirement of Minnesota Statutes, sections 116J.993 to 116J.995.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

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

"Act" means Minnesota Statutes, Sections 116J.993-.995.

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

"City" means the City of Windom, Minnesota.

"Benefit Date" means the date that the Tenant first occupies any part of the Improvements.

"Contract" means the Development Agreement between the City and the Developer dated as of _____, 2015.

"Developer" means Ryan Companies US, Inc., a Minnesota corporation.

"Improvements" means the construction activities to be undertaken by the Developer pursuant to the Contract.

"Property" means the real property described as such in the Contract.

"State" means the State of Minnesota.

"Subsidy" means the sum of all payments made by the City under the Contract to the Tenant.

"Tenant" means THE TORO COMPANY, a Delaware corporation.

ARTICLE II

Job and Wage Goals; Required Provisions

Section 2.1. Employment and Wage Requirements. The City has held a public hearing on the granting of the Subsidy and following such hearing determined that wage and job goals are not the primary goals being sought through the granting of the Subsidy. Therefore, the City has set the wage and job goals at zero.

Section 2.2. Reports. The Tenant agrees that it will provide to the City and any other authorized agency all reports required by the Act. Such reports shall be submitted at the times required by the Act. Specifically, the Tenant must submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2016 and continuing until the later of (i) the date the goals stated Section 2.1 are met; (ii) 30 days after expiration of the five-year period described in Section 2.3; or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.2. The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Tenant regarding the required forms. If the Tenant fails to timely file any report required under this Section, the City will mail the Tenant a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Tenant fails to provide a report, the Tenant must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

Section 2.3. Continuing Obligation. The Tenant agrees that it will continuously operate or cause to be continuously operated the Improvements as a warehouse facility for a period of at least five (5) years from the Benefit Date.

Section 2.4. Required Provisions. The following provisions are required by the Act:

(a) By providing the Subsidy to the Developer the City is seeking to accomplish the public purposes of encouraging the development of property that is currently underutilized, expanding the tax base of the City and State, and facilitating a major employer's operations in the City.

(b) The City has determined that the Subsidy is necessary because the cost of acquiring the Property and preparing the Property for the development of the Improvements renders the construction of the Improvements infeasible without the provision of the Subsidy.

(c) The Tenant has no parent corporation.

(d) The following is a list of all financial assistance from all other state or local government agencies: _____.

(e) The Subsidy is being provided using tax increment from the City's Tax Increment Financing District No. 1-19, an economic development tax increment district.

ARTICLE III

Default

Section 3.1. Defaults Defined. It shall be a default under this Agreement if the Tenant fails to comply with any term or provision of this Agreement, and fails to cure such failure within thirty (30) days written notice to the Tenant of the default, but only if the default has not been cured within said thirty (30) days.

Section 3.2. Remedies on Default. The parties agree that the Subsidy is a forgivable loan, repayable only if the Tenant fails to fulfill its obligations under section 2.3 of this Agreement. Upon the occurrence of a failure to continue operations as required by Section 2.3 the Tenant shall repay to the City upon written demand from the City a "pro rata share" of the Subsidy and interest on the Subsidy at the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the bureau of economic analysis of the United States Department of Commerce for the 12 month period ending March 31 of the year prior to the year in which the payment from the Tenant is due accrued from the Benefit Date. The term "pro rata share" means percentages calculated as follows: sixty (60) less the number of months of operation (where any month in which the Improvements are in operation for at least fifteen (15) days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Tenant ceases operation as reasonably determined by the City, divided by 60.

Section 3.3. Costs of Enforcement. Whenever any default occurs under this Agreement and the City shall employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any obligation or agreement on the part of the Tenant under this Agreement, the Tenant shall be liable to the City for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE IV

Miscellaneous

Section 4.1. Provisions of Agreement Not Affected. This Agreement is not intended to modify or limit in any way the terms of the Contract.

Section 4.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4.3. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Tenant and the City

Section 4.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 4.5. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof. The City and Tenant agree that this Agreement is intended to satisfy the requirements of the Act, which is incorporated herein and made a part hereof by reference. In the event that any provision of this Agreement conflicts with the terms of the Act, the terms of the Act shall govern.

LSS Senior Nutrition Program 2016 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 3rd day of November, 2015.

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.

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2016**

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 _____ 2015, 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 \$3,817, 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, 2016 to December 31, 2016, 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

MEMORANDUM



CITY OF WINDOM
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127

TO: City Council
FROM: Steve Nasby, City Administrator
DATE: October 27, 2015
RE: Emergency Services Facility Update & Upcoming Schedule

The Emergency Services Facility Building Committee met last night and unanimously approved a recommendation on the preferred floor plan, site plan and building design\construction type (pre-cast concrete) and a set of alternates. The floor plan showing 19,097 square feet and site plan are attached for your information and are nearly identical to the ones shown to the Council in October by the architects.

Upon the approval by City Council to proceed with the schematic drawings the Building Committee's recommendations will be produced in more detail by the architects and a formal cost analysis will be completed. These items can then be used for further Council discussions and the public open house.

The upcoming timeframe for the project events:

- November 9 Architect has more detailed plans and cost analysis completed
- November 9 Emergency Services Facility Building Committee Meeting
- November 16 Public Open House at Fire Hall 4 – 7 pm (scheduled)
- November 17 Senate Capital Investment Committee Visit 4 pm (scheduled)
- November 17 City Council Meeting – Approval for Construction Drawings
- December 1 City Council Meeting – Approval for Construction Drawings

The following are the anticipated project timelines based on the preferred project schedule:

December 2015 – March 2016	Architects Prepare Construction Drawings
March - April 2016	Project to Bid
April – May 2016	State Bonding Decision (Legislature & Governor)
April – May 2016	Project Bid Awarded
May 2016	Pre-construction Meeting
May – June 2016	Project Construction Start



Windom, MN

Expense Approval Report

By Fund

Payment Dates 10/15/2015 - 10/28/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
CONVENT. & VISTOR BUREAU	20151027	10/27/2015	LODGING TAX - GUARDIAN IN	100-41110-491	1,603.84
CONVENT. & VISTOR BUREAU	20151027A	10/27/2015	LODGING TAX - RED CARPET I	100-41110-491	891.42
Activity 41110 - Mayor & Council Total:					2,495.26
Activity: 41310 - Administration					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	100-41310-131	151.79
INDOFF, INC	2693262	10/06/2015	SUPPLIES	100-41310-200	64.91
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - OFFICE	100-41310-217	2,208.33
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	100-41310-322	396.17
RICHARD D. VERLO	12840	10/14/2015	SERVICE	100-41310-326	324.75
CHELSIE CARLSON	20151019	10/19/2015	EXPENSE-MILEAGE - BILLING S	100-41310-331	177.68
HY-VEE, INC.	20151020	10/20/2015	SESSIONS 7 & 8 FOR CITY /WI	100-41310-480	40.00
HY-VEE, INC.	20151020A	10/20/2015	10 CPNS -F/CITY OF WINDOM	100-41310-480	50.00
Activity 41310 - Administration Total:					3,413.63
Activity: 41910 - Building & Zoning					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	100-41910-131	62.05
INDOFF, INC	2692964	10/06/2015	SUPPLIES	100-41910-200	8.00
CENTURY BUSINESS PRODUCT	295855	10/14/2015	SUPPLIES	100-41910-200	34.79
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	100-41910-322	3.50
RICHARD D. VERLO	12840	10/14/2015	SERVICE	100-41910-326	324.75
ELECTRIC FUND	20151020D	10/20/2015	MAINTENANCE-INV F/STREET	100-41910-405	19.50
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - P & Z	100-41910-480	662.50
Activity 41910 - Building & Zoning Total:					1,115.09
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20151020A	10/20/2015	HEATING #4069617-7	100-41940-383	45.00
HOMETOWN SANITATION SE	0000148946	10/05/2015	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
FREDIN CONSTRUCTION/CABI	20151014	10/14/2015	3 WINDOWS REPLACED	100-41940-406	4,402.29
Activity 41940 - City Hall Total:					4,532.33
Activity: 42120 - Crime Control					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	100-42120-131	966.12
INDOFF, INC	2696739	10/19/2015	SUPPLIES	100-42120-200	108.85
VERIZON WIRELESS	9753563451	10/20/2015	SERVICE FOR LAP TOPS	100-42120-321	93.51
SECR REV FUND/CITY OF WD	20151027	10/27/2015	PETTY CASH - POLICE POSTAG	100-42120-322	8.95
SECR REV FUND/CITY OF WD	20151027	10/27/2015	PETTY CASH - POLICE POSTAG	100-42120-322	11.45
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	100-42120-322	1.09
LEASE FINANCE PARTNERS	20151027	10/27/2015	SERVICE #3250	100-42120-326	433.00
CDW GOVERNMENT INC	ZAM03930	10/14/2015	SERVICE	100-42120-326	54.03
LANGUAGE LINE SERVICE	3693529	10/19/2015	SERVICE #9020909031	100-42120-327	51.65
WINDOM TOWING CO	83491	10/12/2015	SERVICE	100-42120-405	27.00
FLEET SERVICES DIVISION	2016030003	10/20/2015	SERVICE	100-42120-419	1,731.30
HOMETOWN SANITATION SE	0000152503	10/06/2015	GARBAGE SERVICE - POLICE D	100-42120-480	50.00
Activity 42120 - Crime Control Total:					3,536.95
Activity: 42220 - Fire Fighting					
ALPHA WIRELESS - MANKATO	679660	10/27/2015	SERVICE	100-42220-215	104.50
STREICHER'S	1175899	10/20/2015	UNIFORMS	100-42220-218	44.99
VERIZON WIRELESS	9753563451	10/20/2015	SERVICE FOR LAP TOPS	100-42220-321	21.14
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	100-42220-322	2.71
VERIZON WIRELESS	9753563451	10/20/2015	SERVICE FOR LAP TOPS	100-42220-326	10.02
MARK MARCY	20151019	10/19/2015	EXPENSE-MILEAGE	100-42220-331	24.15
DAN ORTMANN	20151027	10/27/2015	EXPENSE-MILEAGE	100-42220-331	299.58
MARK MARCY	20151028	10/28/2015	EXPENSE-MN FIRE CHIEF CON	100-42220-331	365.53
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	100-42220-404	69.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN STATE FIRE DEPT ASSOC	20151028	10/28/2015	2016 MSFDA MEMBERSHIP D	100-42220-433	240.00
Activity 42220 - Fire Fighting Total:					1,182.20
Activity: 43100 - Streets					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	100-43100-131	552.13
CITIZEN PUBLISHING CO	20151020A	10/20/2015	COMPUTER SUPPORT	100-43100-200	42.74
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - STREET	100-43100-217	2,208.33
MCLAUGHLIN & SCHULZ, INC	009866	10/14/2015	MAINTENANCE MATERIALS	100-43100-224	568.80
MCLAUGHLIN & SCHULZ, INC	009883	10/19/2015	MAINTENANCE MATERIALS	100-43100-224	1,153.44
BARGEN INC	215129	10/12/2015	MAINTENANCE MATERIALS	100-43100-224	1,898.40
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	100-43100-322	2.17
MN ENERGY RESOURCES	20151019	10/19/2015	HEATING #4090846-9 -STR GA	100-43100-383	55.98
HOMETOWN SANITATION SE	0000148947	10/05/2015	GARBAGE SERVICE- STREET D	100-43100-384	84.73
HOMETOWN SANITATION SE	0000148948	10/05/2015	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	100-43100-402	734.29
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	100-43100-404	417.75
GDF ENTERPRISES, INC	A9025	10/19/2015	MAINTENANCE	100-43100-404	11.49
ELECTRIC FUND	20151020A	10/20/2015	MAINTENANCE-INV FROM ST	100-43100-405	18.00
BARGEN INC	215516	10/05/2015	SMALL CITIES ASSISTANCE FU	100-43100-407	25,000.00
Activity 43100 - Streets Total:					32,794.37
Activity: 43210 - Sanitation					
WAYNE ERICKSON	20151020	10/20/2015	COMPOST SITE MANAGER	100-43210-307	152.00
Activity 43210 - Sanitation Total:					152.00
Activity: 45120 - Recreation					
GRAPHIC EDGE	924492	10/05/2015	SUPPLIES	100-45120-217	358.54
Activity 45120 - Recreation Total:					358.54
Activity: 45202 - Park Areas					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	100-45202-131	110.43
HOMETOWN SANITATION SE	0000148956	10/05/2015	GARBAGE SERVICE - ISLAND P	100-45202-384	37.00
HOMETOWN SANITATION SE	0000148957	10/05/2015	GARBAGE SERVICE - KASTLE K	100-45202-384	25.00
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	100-45202-405	33.85
ELECTRIC FUND	20151020	10/20/2015	MAINTENANCE-INV FROM ST	100-45202-405	16.90
WERNER ELECTRIC	S8716778.002	10/07/2015	LIGHT FIXTURES-BALL PARK	100-45202-406	3,070.00
WERNER ELECTRIC	S8813421.001	10/07/2015	BALLPARK LIGHTS-ISLAND PA	100-45202-406	374.00
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - PARKS	100-45202-480	441.67
Activity 45202 - Park Areas Total:					4,108.85
Fund 100 - GENERAL Total:					53,689.22
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
INDOFF, INC	2693294	10/16/2015	SUPPLIES	211-45501-200	63.85
CITIZEN PUBLISHING CO	20151020	10/20/2015	ADVERTISING -	211-45501-350	152.00
MN ENERGY RESOURCES	20151027D	10/27/2015	HEATING #4081276-0 LIBRAR	211-45501-383	67.52
MN DEPT OF LABOR & INDUS	00000421771	10/16/2015	12978 BOILER - WINDOM PU	211-45501-406	10.00
USA TODAY	20151020	10/20/2015	SUBSCRIPTION #4173410	211-45501-433	286.46
STAR TRIBUNE	20151027	10/27/2015	SUBSCRIPTION #9905542	211-45501-433	78.78
INGRAM	20151016	10/16/2015	BOOKS #2004243	211-45501-435	1,485.58
GALE	56377106	10/27/2015	BOOKS #196895	211-45501-435	24.69
MICROMARKETING	591694	10/27/2015	BOOKS	211-45501-435	73.99
Activity 45501 - Library Total:					2,242.87
Fund 211 - LIBRARY Total:					2,242.87
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
MN DEPT OF TRANSPORTATI	20151019	10/19/2015	APPLICATION RENEWAL -PUB	225-45127-217	40.00
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	225-45127-217	18.46
SOUTHWEST MN BROADBAN	20151020	10/20/2015	PHONE WIND-001-0018 (SEPT	225-45127-321	26.34
SOUTHWEST MN BROADBAN	20151020A	10/20/2015	SERVICE -#WOMD-001-0018 (225-45127-321	26.32
Activity 45127 - Airport Total:					111.12
Fund 225 - AIRPORT Total:					111.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 230 - POOL					
Activity: 45124 - Pool					
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	230-45124-322	9.77
					Activity 45124 - Pool Total:
					9.77
					Fund 230 - POOL Total:
					9.77
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
RICHARD D. VERLO	12840	10/14/2015	SERVICE	235-42153-217	649.50
EMSRB	20151016	10/16/2015	MIN STAR FORMS - #4587 - WI	235-42153-217	201.40
ZOLL MEDICAL CORPORATION	2290983	09/29/2015	SUPPLIES	235-42153-217	86.86
BOUND TREE MEDICAL, LLC	81926336	10/06/2015	SUPPLIES	235-42153-217	48.45
JODI JOHNSON	20151016	10/16/2015	EXPENSE	235-42153-218	31.86
WINDOM AREA HOSPITAL	20151020	10/20/2015	NURSING SERVICE	235-42153-312	1,629.05
VERIZON WIRELESS	9753563451	10/20/2015	SERVICE FOR LAP TOPS	235-42153-321	123.49
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	235-42153-322	39.88
ALPHA WIRELESS - MANKATO	679614	10/16/2015	EQUIPMENT - AG STAR GRAN	235-42153-323	2,990.48
EXPERT T BILLING	2200	10/16/2015	BILLING SERVICE -	235-42153-326	1,555.50
EXPERT T BILLING	2385	10/16/2015	BILLING SERVICE	235-42153-326	1,351.50
REAL TIME TRANSLATION, INC	107380	10/27/2015	SERVICE	235-42153-327	34.00
REAL TIME TRANSLATION, INC	107596	10/20/2015	SERVICE	235-42153-327	10.22
JODI JOHNSON	20151016	10/16/2015	EXPENSE	235-42153-331	60.72
JOHN MEYER	20150929	09/29/2015	EXPENSE	235-42153-334	63.84
HY-VEE, INC.	20151016	10/16/2015	SUPPLIES	235-42153-334	13.98
KIM POWERS	20151027	10/27/2015	EXPENSE	235-42153-334	13.40
JODI JOHNSON	20151027	10/27/2015	EMT PICNIC - SUPPLIES	235-42153-334	14.83
BUCKWHEAT JOHNSON	20151027	10/27/2015	EXPENSE	235-42153-334	66.74
ELECTRIC FUND	20151020C	10/20/2015	MAINTENANCE -INV F/STREET	235-42153-405	40.05
CRYSTAL WINDSHIELD REPAIR	ICW-1021-04037	10/23/2015	SERVICE #27	235-42153-405	46.78
					Activity 42153 - Ambulance Total:
					9,072.53
					Fund 235 - AMBULANCE Total:
					9,072.53
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	250-46520-131	62.04
INDOFF, INC	2692964	10/06/2015	SUPPLIES	250-46520-200	8.00
CENTURY BUSINESS PRODUCT	295855	10/14/2015	SUPPLIES	250-46520-200	69.58
WINDOM AREA CHAMBER OF	1480	10/27/2015	2015 FALL GALA / ANNUAL M	250-46520-308	20.00
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	250-46520-322	9.57
AARON BACKMAN	20151028	10/28/2015	EXPENSE - GREATER MN PART	250-46520-334	11.06
CITIZEN PUBLISHING CO	20151020	10/20/2015	ADVERTISING - WEBSITE	250-46520-350	79.50
ADRIAN'S PLUMBING & HEATI	30041	10/27/2015	MAINTENANCE	250-46520-402	274.44
SECR REV FUND/CITY OF WD	20151027	10/27/2015	PETTY CASH -EDA POP-WATE	250-46520-438	5.00
SUBWAY	813071	10/27/2015	EXPENSE-BOARD MEETING	250-46520-438	48.50
MIN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - EDA	250-46520-480	662.50
					Activity 46520 - EDA Total:
					1,250.19
					Fund 250 - EDA GENERAL Total:
					1,250.19
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
TROY SCHNEEKLOTH	497747	10/20/2015	PROMOTIONAL SIGN	254-46520-340	2,754.03
					Activity 46520 - EDA Total:
					2,754.03
					Fund 254 - NORTH IND PARK Total:
					2,754.03
Fund: 262 - TIF 1-2 PAMIDA					
Activity: 46530 - TIF Districts					
ZIESKE LAND SURVEYING	20151020	10/20/2015	PLATTING F/TIF 1-2 PROCEED	262-46530-303	4,152.00
					Activity 46530 - TIF Districts Total:
					4,152.00
					Fund 262 - TIF 1-2 PAMIDA Total:
					4,152.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
WENCK ASSOCIATES, INC.	11508107	10/20/2015	7TH AVE EXTENSION #0045-4	401-49950-303	2,750.00
Activity 49950 - Capital Outlay Total:					2,750.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					2,750.00
Fund: 601 - WATER					
Activity: 49400 - Water					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	601-49400-131	341.62
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - WATER	601-49400-217	1,325.00
GOPHER STATE ONE CALL	147284	10/05/2015	LOCATES	601-49400-321	23.92
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	601-49400-322	21.34
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	601-49400-322	83.38
FINANCE & COMMERCE, INC.	74249745	10/27/2015	WATER TOWER REHABILITATI	601-49400-340	298.77
MN ENERGY RESOURCES	20151027A	10/27/2015	HEATING #4095252-5 WATER	601-49400-383	426.58
LUCAN COMMUNITY TV INC	2403	10/20/2015	MAINTENANCE-FILTER PLANT	601-49400-404	850.00
LYNETTE YONKER	615411	10/27/2015	CLEANING	601-49400-404	15.00
AMUNDSON DIG	10011501	10/12/2015	MAINTENANCE	601-49400-408	275.00
WESTRUM LEAK DETECTION I	2932	10/20/2015	2015 LEAK DETECTION SURVE	601-49400-408	1,300.00
Activity 49400 - Water Total:					4,960.61
Fund 601 - WATER Total:					4,960.61
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	602-49450-131	313.92
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - SEWER	602-49450-217	1,325.00
MN VALLEY TESTING	775586	09/29/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	775587	09/29/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	775980	10/05/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	775981	10/05/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	776732	10/06/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	777018	10/06/2015	TESTING	602-49450-310	143.60
MN VALLEY TESTING	777203	10/12/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	777409	10/12/2015	TESTING	602-49450-310	118.60
GOPHER STATE ONE CALL	147284	10/05/2015	LOCATES	602-49450-321	23.92
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	602-49450-322	83.38
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	602-49450-322	0.54
MN ENERGY RESOURCES	20151020B	10/20/2015	HEATING #4325313-7	602-49450-383	48.05
MN ENERGY RESOURCES	20151027B	10/27/2015	HEATING #4222768-6	602-49450-383	25.29
MN ENERGY RESOURCES	20151027C	10/27/2015	HEATING #4335469-5	602-49450-383	9.83
HOMETOWN SANITATION SE	0000148950	10/06/2015	GARBAGE SERVICE - WASTE	602-49450-384	85.04
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	602-49450-404	49.43
LUCAN COMMUNITY TV INC	2404	10/20/2015	MAINTENANCE- WASTEWATE	602-49450-404	1,160.00
LYNETTE YONKER	615411	10/27/2015	CLEANING	602-49450-404	45.00
ELECTRIC PUMP INC	0056313-IN	10/14/2015	MAINTENANCE	602-49450-408	369.00
ELECTRIC PUMP INC	0056314-IN	10/14/2015	MAINTENANCE	602-49450-408	532.15
ELECTRIC PUMP INC	0056315-IN	10/14/2015	MAINTENANCE	602-49450-408	4,803.90
ELECTRIC PUMP INC	0056318-IN	10/14/2015	MAINTENANCE	602-49450-408	1,400.00
WENNER HOLDINGS LLC	1933	10/28/2015	MAINTENANCE	602-49450-408	2,271.00
COLBERT'S SERVICES	3244	10/20/2015	MAINTENANCE	602-49450-408	197.24
WINDOM AUTO VALU	20151020	10/20/2015	MAINTENANCE #3400540-	602-49450-439	24.97
MN VALLEY TESTING	776280	10/05/2015	TESTING	602-49450-439	194.40
MN VALLEY TESTING	776298	10/05/2015	TESTING	602-49450-439	126.40
MN VALLEY TESTING	777019	10/06/2015	TESTING	602-49450-439	194.40
Activity 49450 - Sewer Total:					14,563.66
Fund 602 - SEWER Total:					14,563.66
Fund: 604 - ELECTRIC					
GARY BENNETT	20151020	10/20/2015	REFUND-STATEMENT CREDIT-	604-11500	42.95
TELECOM FUND	20151020	10/20/2015	MONTHLY TRANSFERS-UTIL T	604-11500	38.26
WILFRED METZ	20151027	10/27/2015	REFUND - PAID OCT BILLING T	604-11500	189.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESCO DISTRIBUTION, INC	182671	10/07/2015	ELECTRIC INVENTORY	604-14200	4,062.93
WESCO DISTRIBUTION, INC	188455	10/12/2015	ELECTRIC INVENTORY	604-14200	383.00
WESCO DISTRIBUTION, INC	191244	10/20/2015	ELECTRIC INVENTORY	604-14200	99.52
BORDER STATES	910051927	10/07/2015	INVENTORY	604-14200	433.66
BORDER STATES	910094217	10/12/2015	CREDIT - ELECTRIC INVENTOR	604-14200	-189.80
BORDER STATES	91025270	10/14/2015	CREDIT - ELECTRIC INVENTOR	604-14200	-326.02
IRBY ELECTRICAL DISTRIBUTO	5009193251.001	09/30/2015	ELECTRIC INVENTORY	604-14200	56.40
ODDSON UNDERGROUND INC	2015-088	10/19/2015	RIVER ROAD 11TH-5TH	604-16300	38,153.75
					<u>42,943.87</u>

Activity: 49550 - Electric

PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	604-49550-131	700.41
NORTHLAND CHEMICAL CORP	5059314	10/20/2015	SUPPLIES	604-49550-211	103.64
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	JOB TRAINING SAFETY	604-49550-217	2,200.00
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP ELECTRIC	604-49550-217	2,650.00
BORDER STATES	910109101	10/07/2015	UNIFORMS	604-49550-218	68.48
BORDER STATES	910188242	10/20/2015	UNIFORMS	604-49550-218	151.40
DEPARTMENT OF ENERGY	bfpb000800915	10/12/2015	POWER COST	604-49550-263	111,914.78
GOPHER STATE ONE CALL	147284	10/05/2015	LOCATES	604-49550-321	23.92
SECR REV FUND/CITY OF WD	20151027	10/27/2015	PETTY CASH - ELECTRIC	604-49550-322	1.18
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	604-49550-322	83.38
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	604-49550-322	20.08
MN ENERGY RESOURCES	20151027E	10/27/2015	HEATING #4355412-0 ELECTRI	604-49550-383	45.00
HOMETOWN SANITATION SE	0000148951	10/07/2015	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
PRITTS ELECTRIC MOTORS, IN	44478	10/28/2015	MAINTENANCE	604-49550-402	65.00
FORKLIFTS OF MINNESOTA, I	0154718860	10/16/2015	MAINTENANCE	604-49550-404	186.23
ELECTRIC FUND	20151023	10/23/2015	MAINTENANCE - ELEC #35	604-49550-404	43.94
ELECTRIC FUND	20151023A	10/23/2015	MAINTENANCE - ELEC #31	604-49550-404	43.94
ELECTRIC FUND	20151023B	10/23/2015	MAINTENANCE - ELEC #34	604-49550-404	47.32
LUND'S BODY SHOP	3558	10/27/2015	MAINTENANCE	604-49550-405	409.05
SOMILAT CORP - LAWNPRO	20151007	10/07/2015	SERVICE #103199	604-49550-406	569.02
WESCO DISTRIBUTION, INC	184242	10/07/2015	MAINTENANCE	604-49550-408	340.72
B & B TRANSFORMER	22214	09/29/2015	OIL TESTING - MAINTENANCE	604-49550-408	825.00
NARDINI FIRE EQUIPMENT CO	487056	10/20/2015	MAINTENANCE	604-49550-410	1,185.00
BANK MIDWEST	20151027	10/27/2015	NSF-SANDIE DELAROSA -UTILI	604-49550-480	100.00

Activity 49550 - Electric Total: 121,862.24

Fund 604 - ELECTRIC Total: 164,806.11

Fund: 609 - LIQUOR STORE

MEGAN BRAMSTEDT	20151028	10/28/2015	REFUND - WINE CLUB	609-37818	75.00
BARB VAN NORMAN	20151028	10/28/2015	REFUND - WINE CLUB	609-37818	75.00
					<u>150.00</u>

Activity: 49751 - Liquor Store

PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	609-49751-131	110.43
CAMPUS CLEANERS	10-010638	10/19/2015	SERVICE - RIVER BEND LIQ	609-49751-217	20.05
CITIZEN PUBLISHING CO	20151020A	10/20/2015	COMPUTER SUPPORT	609-49751-217	202.33
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - LIQUOR	609-49751-217	441.67
ENVIROMASTER, INC	525011	10/12/2015	SERVICE	609-49751-217	40.88
AH HERMEL COMPANY	534602	10/01/2015	MERCHANDISE	609-49751-217	56.84
BELLBOY CORP	92803100	10/12/2015	MERCHANDISE	609-49751-217	13.00
DAY DISTRIBUTING CO	000231	10/16/2015	MERCHANDISE	609-49751-251	338.00
VINOCOPIA, INC	0133971-IN	10/06/2015	MERCHANDISE	609-49751-251	359.00
WIRTZ BEVERAGE MN WINE	1080376781	09/29/2015	MERCHANDISE	609-49751-251	4,153.14
SOUTHERN WINE & SPIRITS O	1332500	10/06/2015	MERCHANDISE	609-49751-251	3,618.22
SOUTHERN WINE & SPIRITS O	1332501	10/06/2015	MERCHANDISE	609-49751-251	89.91
PHILLIPS WINE & SPIRITS	2859441	10/06/2015	MERCHANDISE	609-49751-251	2,183.75
PHILLIPS WINE & SPIRITS	2863364	10/12/2015	MERCHANDISE	609-49751-251	2,715.95
BELLBOY CORP	50377500	10/12/2015	MERCHANDISE	609-49751-251	828.25
JOHNSON BROS.	5269726	10/06/2015	MERCHANDISE	609-49751-251	3,191.22
JOHNSON BROS.	5275401	10/12/2015	MERCHANDISE	609-49751-251	4,070.24
DAY DISTRIBUTING CO	000114	10/16/2015	MERCHANDISE	609-49751-252	338.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTISAN BEER COMPANY	3057503	10/06/2015	MERCHANDISE	609-49751-252	433.90
ARTISAN BEER COMPANY	3059048	10/12/2015	MERCHANDISE	609-49751-252	348.00
DOLL DISTRIBUTING, LLC	475419	10/19/2015	MERCHANDISE	609-49751-252	6,995.55
DOLL DISTRIBUTING, LLC	475420	10/19/2015	CREDIT - MERCHANDISE	609-49751-252	-19.40
DOLL DISTRIBUTING, LLC	479552	10/23/2015	MERCHANDISE	609-49751-252	10,316.10
JOHNSON BROS.	5269728	10/06/2015	MERCHANDISE	609-49751-252	26.00
JOHNSON BROS.	5275403	10/12/2015	MERCHANDISE	609-49751-252	26.00
BEVERAGE WHOLESALERS	572088	10/19/2015	MERCHANDISE	609-49751-252	6,686.40
BEVERAGE WHOLESALERS	573040	10/23/2015	MERCHANDISE	609-49751-252	7,106.55
VINOCOPIA, INC	0133971-IN	10/06/2015	MERCHANDISE	609-49751-253	124.00
WIRTZ BEVERAGE MN WINE	1080376781	09/29/2015	MERCHANDISE	609-49751-253	234.00
SOUTHERN WINE & SPIRITS O	1332501	10/06/2015	MERCHANDISE	609-49751-253	208.00
PHILLIPS WINE & SPIRITS	2863365	10/12/2015	MERCHANDISE	609-49751-253	1,023.45
JOHNSON BROS.	5269727	10/06/2015	MERCHANDISE	609-49751-253	48.00
JOHNSON BROS.	5275402	10/12/2015	MERCHANDISE	609-49751-253	1,215.50
COCA-COLA BOTTLING COMP	0468505114	10/12/2015	MERCHANDISE	609-49751-254	133.50
WIRTZ BEVERAGE MN WINE	1080376781	09/29/2015	MERCHANDISE	609-49751-254	25.51
PHILLIPS WINE & SPIRITS	2863365	10/12/2015	MERCHANDISE	609-49751-254	32.00
AH HERMEL COMPANY	534602	10/01/2015	MERCHANDISE	609-49751-254	71.80
AH HERMEL COMPANY	534602	10/01/2015	MERCHANDISE	609-49751-256	156.76
DOLL DISTRIBUTING, LLC	475419	10/19/2015	MERCHANDISE	609-49751-259	127.30
DOLL DISTRIBUTING, LLC	479552	10/23/2015	MERCHANDISE	609-49751-259	19.50
BEVERAGE WHOLESALERS	572088	10/19/2015	MERCHANDISE	609-49751-259	19.00
AH HERMEL COMPANY	534602	10/01/2015	MERCHANDISE	609-49751-261	53.89
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	609-49751-322	2.71
VINOCOPIA, INC	0133971-IN	10/06/2015	MERCHANDISE	609-49751-333	10.00
WIRTZ BEVERAGE MN WINE	1080376781	09/29/2015	MERCHANDISE	609-49751-333	92.96
SOUTHERN WINE & SPIRITS O	1332500	10/06/2015	MERCHANDISE	609-49751-333	63.37
SOUTHERN WINE & SPIRITS O	1332501	10/06/2015	MERCHANDISE	609-49751-333	6.00
PHILLIPS WINE & SPIRITS	2859441	10/06/2015	MERCHANDISE	609-49751-333	48.11
PHILLIPS WINE & SPIRITS	2863364	10/12/2015	MERCHANDISE	609-49751-333	43.42
PHILLIPS WINE & SPIRITS	2863365	10/12/2015	MERCHANDISE	609-49751-333	38.41
BELLBOY CORP	50377500	10/12/2015	MERCHANDISE	609-49751-333	22.00
JOHNSON BROS.	5269726	10/06/2015	MERCHANDISE	609-49751-333	53.70
JOHNSON BROS.	5269727	10/06/2015	MERCHANDISE	609-49751-333	51.76
JOHNSON BROS.	5269727	10/06/2015	MERCHANDISE	609-49751-333	1,420.09
JOHNSON BROS.	5275401	10/12/2015	MERCHANDISE	609-49751-333	61.66
JOHNSON BROS.	5275402	10/12/2015	MERCHANDISE	609-49751-333	36.74
AH HERMEL COMPANY	534602	10/01/2015	MERCHANDISE	609-49751-333	3.95
BELLBOY CORP	92803100	10/12/2015	MERCHANDISE	609-49751-333	1.06
CITIZEN PUBLISHING CO	20151020	10/20/2015	ADVERTISING -	609-49751-340	711.00
KDOM RADIO	KDOM0229150937260	10/19/2015	ADVERTISING - RIVER BEND LI	609-49751-340	441.00
MN ENERGY RESOURCES	20151027	10/27/2015	HEATING #4290426-8 RIVER B	609-49751-383	49.19
HOMETOWN SANITATION SE	0000148949	10/19/2015	GARBAGE SERVICE - RIVER BE	609-49751-384	96.13
ZABINSKI BUSINESS SERVICES,	1565	10/27/2015	SERVICE	609-49751-433	240.00
BANK MIDWEST	20151020	10/20/2015	NSF-DAVID DONKERSLOOT-RI	609-49751-480	72.14
Activity 49751 - Liquor Store Total:					61,747.59
Fund 609 - LIQUOR STORE Total:					61,897.59
Fund: 614 - TELECOM					
IAN WOEST	20151020	10/20/2015	REFUND - STATEMENT CREDI	614-11500	6.92
LYLA CHRISTENSON	20151020	10/20/2015	REFUND-STATEMENT CREDIT-	614-11500	6.86
ELECTRIC FUND	20151020B	10/20/2015	MONTHLY TRANSFERS	614-11500	340.29
WILFRED METZ	20151027	10/27/2015	REFUND - PAID OCT BILLING T	614-11500	149.78
BRENDA DAVILA	20151027	10/27/2015	REFUND - PC'S FOR PEOPLE F	614-36232	25.00
Activity: 49870 - Telecom					528.85
PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	614-49870-131	589.99
INDOFF, INC	2693303	10/07/2015	SUPPLIES	614-49870-200	65.80
NEW STAR SALES & SERVICE	44777	10/19/2015	SERVICE	614-49870-200	39.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CAMPUS CLEANERS	10-010128	10/14/2015	SERVICE - WINDOM NET	614-49870-211	20.00
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - TELECOM	614-49870-217	1,766.67
JASON HANKE	387155	10/15/2015	SERVICE	614-49870-227	4,583.75
JASON HANKE	387173	10/15/2015	SERVICE	614-49870-227	6,440.00
POWER & TEL	5881577-00	10/19/2015	MAINTENANCE	614-49870-227	277.37
FINLEY ENGINEERING	07-17410A	10/19/2015	SERVICE	614-49870-303	709.18
OLSEN THIELEN & CO.,LTD	24034	10/19/2015	TELECOMMUNICATIONS FUN	614-49870-304	1,834.75
INTERSTATE TRS FUND	82580710157	10/19/2015	#4 OF 12 ASSESSMENT FOR 4	614-49870-304	147.05
GOPHER STATE ONE CALL	147284	10/05/2015	LOCATES	614-49870-321	23.94
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	614-49870-322	191.38
NEUSTAR, INC.	L-0000015558	10/20/2015	SERVICE - NUMBER PORTS	614-49870-326	24.18
WINDOM BASEBALL ASSOCIA	20151020	10/20/2015	ADVERTISING - WINDOM NET	614-49870-340	65.00
CITIZEN PUBLISHING CO	20151020	10/20/2015	ADVERTISING -	614-49870-340	425.25
MN ENERGY RESOURCES	20151019A	10/19/2015	HEATING #4098343-9 TELECO	614-49870-383	12.05
HOMETOWN SANITATION SE	0000148952	10/07/2015	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
SHAW'S OF OKOBOJI	42133	10/19/2015	BUILDING REPAIR	614-49870-401	162.91
MLB NETWORK	057241	10/16/2015	SUBSCRIBER	614-49870-442	1,033.20
YOUNG BROADCASTING LLC	20151006	10/06/2015	SUBSCRIBER	614-49870-442	5,363.70
HUBBARD BROADCASTING IN	20151006	10/06/2015	SUBSCRIBER	614-49870-442	6,351.75
DISPLAY SYSTEMS INTERNATI	24830	10/16/2015	SERVICE	614-49870-442	163.88
TOWER DISTRIBUTION COMP	465881	10/06/2015	SUBSCRIBER	614-49870-442	536.75
TEGNA	504-1385	10/12/2015	SUBSCRIBER	614-49870-442	4,855.56
SHOWTIME NETWORKS INC	9002731-0915	10/06/2015	SUBSCRIBER	614-49870-442	538.02
UNIVERSAL SERVICE ADMIN C	UBDI0000802032	10/28/2015	499A CONTRIBUTION #82580	614-49870-443	1,287.77
ONVOY VOICE SERVICES	151002008508	10/19/2015	SS7 SERVICES	614-49870-445	1,440.85
CONSOLIDATED COMMUNICA	20151016	10/16/2015	SERVICE #1160904	614-49870-447	8,991.36
ONVOY VOICE SERVICES	151002009022	10/19/2015	SWITCHING SERVICES	614-49870-451	4,589.92
ZAYO BANDWIDTH	20151020	10/20/2015	TRANSPORT #11484-002376	614-49870-451	3,268.78
ZAYO BANDWIDTH	20151020A	10/20/2015	TRANSPORT #114184-002376	614-49870-451	3,317.81
Activity 49870 - Telecom Total:					59,192.47
Fund 614 - TELECOM Total:					59,721.32

Fund: 615 - ARENA

Activity: 49850 - Arena

PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	615-49850-131	220.85
CHEMPOINT.COM INC	NA00435646	10/14/2015	SUPPLIES-CHEMICALS	615-49850-216	2,787.98
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - ARENA	615-49850-217	883.33
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	615-49850-322	0.79
HOMETOWN SANITATION SE	0000148953	10/05/2015	GARBAGE SERVICE - ARENA	615-49850-384	130.88
GRAYBAR ELECTRIC CO	981269458	10/05/2015	MAINTENANCE	615-49850-409	106.39
Activity 49850 - Arena Total:					4,130.22
Fund 615 - ARENA Total:					4,130.22

Fund: 617 - M/P CENTER

IOWA PREMIUM	2015102115	10/19/2015	REFUND- COMM CENTER	617-20202	6.88
IOWA PREMIUM	2015102115	10/19/2015	REFUND- COMM CENTER	617-38510	100.00
Activity 49860 - M/P Center					106.88

Activity: 49860 - M/P Center

PAYGOV	20151028	10/28/2015	ACA REINSURANCE FEE 2015 -	617-49860-131	262.22
INDOFF, INC	2696738	10/14/2015	SUPPLIES	617-49860-200	16.99
MN MUNICIPAL UTILITIES ASS	45774	10/07/2015	SAFETY COMP - COMMUNITY	617-49860-217	1,325.00
CMRS - TMS #256704	20151028	10/28/2015	POSTAGE #256704	617-49860-322	29.70
MN ENERGY RESOURCES	20151020	10/20/2015	HEATING #4271541-7 COMM	617-49860-383	124.20
HOMETOWN SANITATION SE	0000148954	10/05/2015	GARBAGE SERVICE - COMM C	617-49860-384	51.52
CAMPUS CLEANERS	10-010127	10/12/2015	SERVICE - COMM CENTER	617-49860-406	55.50
Activity 49860 - M/P Center Total:					1,865.13
Fund 617 - M/P CENTER Total:					1,972.01

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000660	10/16/2015	Federal Tax Withholding	700-21701	10,241.49
Minnesota Department of Re	INV0000659	10/16/2015	State Withholding	700-21702	4,136.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Internal Revenue Service-Payr	INV0000661	10/16/2015	Social Security	700-21703	10,985.36
MN Pera	INV0000651	10/16/2015	PERA	700-21704	12,222.89
MN Pera	INV0000652	10/16/2015	PERA	700-21704	5,178.88
MN Pera	INV0000653	10/16/2015	PERA	700-21704	579.78
MN Pera	INV0000654	10/16/2015	PERA	700-21704	20.00
Minnesota State Deferred	INV0000655	10/16/2015	Deferred Compensation	700-21705	4,355.00
Minnesota State Deferred	INV0000656	10/16/2015	Deferred Roth	700-21705	875.00
MN Child Support Payment C	INV0000657	10/16/2015	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000658	10/16/2015	Medicare Withholding	700-21711	3,096.54
SELECTACCOUNT	20151020	10/20/2015	FLEX SPENDING	700-21712	346.16
AFLAC	283078	10/20/2015	INSURANCE #OEQP3	700-21715	204.00
AFLAC	283078	10/20/2015	INSURANCE #OEQP3	700-21716	389.97
MN BENEFIT ASSOCIATION	20151016	10/16/2015	INSURANCE	700-21717	159.65
MN BENEFIT ASSOCIATION	20151016	10/16/2015	INSURANCE	700-21719	118.37
MII LIFE	20151020	10/20/2015	VEBA - OCT 2015 DUNSE ADJ	700-21720	126.02
					53,443.34
Fund 700 - PAYROLL Total:					53,443.34
Grand Total:					441,526.59

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	53,689.22
211 - LIBRARY	2,242.87
225 - AIRPORT	111.12
230 - POOL	9.77
235 - AMBULANCE	9,072.53
250 - EDA GENERAL	1,250.19
254 - NORTH IND PARK	2,754.03
262 - TIF 1-2 PAMIDA	4,152.00
401 - GENERAL CAPITAL PROJECTS	2,750.00
601 - WATER	4,960.61
602 - SEWER	14,563.66
604 - ELECTRIC	164,806.11
609 - LIQUOR STORE	61,897.59
614 - TELECOM	59,721.32
615 - ARENA	4,130.22
617 - M/P CENTER	1,972.01
700 - PAYROLL	53,443.34
Grand Total:	441,526.59

Account Summary

Account Number	Account Name	Payment Amount
100-41110-491	Payments to Other Orga	2,495.26
100-41310-131	Employer Paid Insurance	151.79
100-41310-200	Office Supplies	64.91
100-41310-217	Other Operating Supplie	2,208.33
100-41310-322	Postage	396.17
100-41310-326	Data Processing	324.75
100-41310-331	Travel Expense	177.68
100-41310-480	Other Miscellaneous	90.00
100-41910-131	Employer Paid Insurance	62.05
100-41910-200	Office Supplies	42.79
100-41910-322	Postage	3.50
100-41910-326	Data Processing	324.75
100-41910-405	Repairs & Maint - Vehicl	19.50
100-41910-480	Other Miscellaneous	662.50
100-41940-383	Gas Utility	45.00
100-41940-384	Refuse Disposal	85.04
100-41940-406	Repairs & Maint - Groun	4,402.29
100-42120-131	Employer Paid Insurance	966.12
100-42120-200	Office Supplies	108.85
100-42120-321	Telephone	93.51
100-42120-322	Postage	21.49
100-42120-326	Data Processing	487.03
100-42120-327	Interpretation Fees	51.65
100-42120-405	Repairs & Maint - Vehicl	27.00
100-42120-419	Vehicle Lease	1,731.30
100-42120-480	Other Miscellaneous	50.00
100-42220-215	Materials & Equipment	104.50
100-42220-218	Uniforms	44.99
100-42220-321	Telephone	21.14
100-42220-322	Postage	2.71
100-42220-326	Data Processing	10.02
100-42220-331	Travel Expense	689.26
100-42220-404	Repairs & Maint - M&E	69.58
100-42220-433	Dues & Subscriptions	240.00
100-43100-131	Employer Paid Insurance	552.13
100-43100-200	Office Supplies	42.74

Account Summary

Account Number	Account Name	Payment Amount
100-43100-217	Other Operating Supplie	2,208.33
100-43100-224	Street Maint Materials	3,620.64
100-43100-322	Postage	2.17
100-43100-383	Gas Utility	55.98
100-43100-384	Refuse Disposal	130.85
100-43100-402	Repairs & Maint - Struct	734.29
100-43100-404	Repairs & Maint - M&E	429.24
100-43100-405	Repairs & Maint - Vehicl	18.00
100-43100-407	Repairs & Maint - Seal C	25,000.00
100-43210-307	Management Fees	152.00
100-45120-217	Other Operating Supplie	358.54
100-45202-131	Employer Paid Insurance	110.43
100-45202-384	Refuse Disposal	62.00
100-45202-405	Repairs & Maint - Vehicl	50.75
100-45202-406	Repairs & Maint - Groun	3,444.00
100-45202-480	Other Miscellaneous	441.67
211-45501-200	Office Supplies	63.85
211-45501-350	Printing & Design	152.00
211-45501-383	Gas Utility	67.52
211-45501-406	Repairs & Maint - Groun	10.00
211-45501-433	Dues & Subscriptions	365.24
211-45501-435	Books and Pamphlets	1,584.26
225-45127-217	Other Operating Supplie	58.46
225-45127-321	Telephone	52.66
230-45124-322	Postage	9.77
235-42153-217	Other Operating Supplie	986.21
235-42153-218	Uniforms	31.86
235-42153-312	Nursing	1,629.05
235-42153-321	Telephone	123.49
235-42153-322	Postage	39.88
235-42153-323	Radio Units	2,990.48
235-42153-326	Data Processing	2,907.00
235-42153-327	Interpretation Fees	44.22
235-42153-331	Travel Expense	60.72
235-42153-334	Meals/Lodging	172.79
235-42153-405	Repairs & Maint - Vehicl	86.83
250-46520-131	Employer Paid Insurance	62.04
250-46520-200	Office Supplies	77.58
250-46520-308	Training & Registrations	20.00
250-46520-322	Postage	9.57
250-46520-334	Meals/Lodging	11.06
250-46520-350	Printing & Design	79.50
250-46520-402	Repairs & Maint - Struct	274.44
250-46520-438	Meeting Expense	53.50
250-46520-480	Other Miscellaneous	662.50
254-46520-340	Advertising & Promotion	2,754.03
262-46530-303	Engineering and Surveyi	4,152.00
401-49950-303	Engineering and Surveyi	2,750.00
601-49400-131	Employer Paid Insurance	341.62
601-49400-217	Other Operating Supplie	1,325.00
601-49400-321	Telephone	23.92
601-49400-322	Postage	104.72
601-49400-340	Advertising & Promotion	298.77
601-49400-383	Gas Utility	426.58
601-49400-404	Repairs & Maint - M&E	865.00
601-49400-408	Repairs & Maint - Distrib	1,575.00
602-49450-131	Employer Paid Insurance	313.92
602-49450-217	Other Operating Supplie	1,325.00

Account Summary

Account Number	Account Name	Payment Amount
602-49450-310	Lab Testing	1,280.80
602-49450-321	Telephone	23.92
602-49450-322	Postage	83.92
602-49450-383	Gas Utility	83.17
602-49450-384	Refuse Disposal	85.04
602-49450-404	Repairs & Maint - M&E	1,254.43
602-49450-408	Repairs & Maint - Distrib	9,573.29
602-49450-439	Special Projects	540.17
604-11500	Accounts Receivable	270.43
604-14200	Inventory	4,519.69
604-16300	Improvements Other Th	38,153.75
604-49550-131	Employer Paid Insurance	700.41
604-49550-211	Cleaning Supplies	103.64
604-49550-217	Other Operating Supplie	4,850.00
604-49550-218	Uniforms	219.88
604-49550-263	Merchandise for Resale	111,914.78
604-49550-321	Telephone	23.92
604-49550-322	Postage	104.64
604-49550-383	Gas Utility	45.00
604-49550-384	Refuse Disposal	84.75
604-49550-402	Repairs & Maint - Struct	65.00
604-49550-404	Repairs & Maint - M&E	321.43
604-49550-405	Repairs & Maint - Vehicl	409.05
604-49550-406	Repairs & Maint - Groun	569.02
604-49550-408	Repairs & Maint - Distrib	1,165.72
604-49550-410	Repairs & Maint - Gener	1,185.00
604-49550-480	Other Miscellaneous	100.00
609-37818	Liquor Store Membershi	150.00
609-49751-131	Employer Paid Insurance	110.43
609-49751-217	Other Operating Supplie	774.77
609-49751-251	Liquor	21,547.68
609-49751-252	Beer	32,257.10
609-49751-253	Wine	2,852.95
609-49751-254	Soft Drinks & Mix	262.81
609-49751-256	Tobacco Products	156.76
609-49751-259	Non- Alcholic	165.80
609-49751-261	Other Merchandise	53.89
609-49751-322	Postage	2.71
609-49751-333	Freight and Express	1,953.23
609-49751-340	Advertising & Promotion	1,152.00
609-49751-383	Gas Utility	49.19
609-49751-384	Refuse Disposal	96.13
609-49751-433	Dues & Subscriptions	240.00
609-49751-480	Other Miscellaneous	72.14
614-11500	Accounts Receivable	503.85
614-36232	Private Grants - Matchin	25.00
614-49870-131	Employer Paid Insurance	589.99
614-49870-200	Office Supplies	105.73
614-49870-211	Cleaning Supplies	20.00
614-49870-217	Other Operating Supplie	1,766.67
614-49870-227	Utility System Maint Sup	11,301.12
614-49870-303	Engineering and Surveyi	709.18
614-49870-304	Legal Fees	1,981.80
614-49870-321	Telephone	23.94
614-49870-322	Postage	191.38
614-49870-326	Data Processing	24.18
614-49870-340	Advertising & Promotion	490.25
614-49870-383	Gas Utility	12.05

Account Summary

Account Number	Account Name	Payment Amount
614-49870-384	Refuse Disposal	73.92
614-49870-401	Repairs & Maint - Buildi	162.91
614-49870-442	Subscriber Fees	18,842.86
614-49870-443	Intergovernmental Fees	1,287.77
614-49870-445	Switch Fees	1,440.85
614-49870-447	Internet Expense	8,991.36
614-49870-451	Call Completion	11,176.51
615-49850-131	Employer Paid Insurance	220.85
615-49850-216	Chemicals and Chemical	2,787.98
615-49850-217	Other Operating Supplie	883.33
615-49850-322	Postage	0.79
615-49850-384	Refuse Disposal	130.88
615-49850-409	Repairs & Maint - Utilitie	106.39
617-20202	Sales Tax Payable	6.88
617-38510	M/P Room Rent	100.00
617-49860-131	Employer Paid Insurance	262.22
617-49860-200	Office Supplies	16.99
617-49860-217	Other Operating Supplie	1,325.00
617-49860-322	Postage	29.70
617-49860-383	Gas Utility	124.20
617-49860-384	Refuse Disposal	51.52
617-49860-406	Repairs & Maint - Groun	55.50
700-21701	Federal Withholding	10,241.49
700-21702	State Withholding	4,136.76
700-21703	FICA Tax Withholding	10,985.36
700-21704	PERA Contributions	18,001.55
700-21705	Retirement	5,230.00
700-21709	Wage Levy	407.47
700-21711	Medicare Tax Withholdi	3,096.54
700-21712	Flex Account	346.16
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	389.97
700-21717	Individual Insurance-MB	159.65
700-21719	Individual Insurance-MB	118.37
700-21720	VEBA Contributions	126.02
	Grand Total:	441,526.59

Project Account Summary

Project Account Key	Payment Amount	
None	441,436.59	
Program	90.00	
	Grand Total:	441,526.59

10/29/15


USDA-FmHA Form FmHA 1924-18 <p style="text-align: center;">PARTIAL PAYMENT ESTIMATE</p>	CONTRACT NO. 0045-47 PAYMENT ESTIMATE #1 PAGE 1 OF 2
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OWNER: 2015 SEALCOAT WINDOM, MN	CONTRACTOR: MCLAUGHLIN & SCHULZ MARSHALL, MN 56258	PERIOD OF ESTIMATE FROM 9/1/2015 TO 9/30/2015
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CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	FmHA Approval Date	Amount			
		Additions	Deductions		
1				1. Original Contract.....	\$47,177.00
2				2. Change Orders.....	\$0.00
3				3. Revised Contract (1+2).....	\$47,177.00
4				4. Work Completed*.....	\$37,131.90
5				5. Stored Materials*.....	\$0.00
6				6. Subtotal (4+5).....	\$37,131.90
7				7. Retainage*.....	\$1,856.60
8				8. Previous Payments.....	\$0.00
9				9. Amount Due (6-7-8).....	\$35,275.31
10					
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00		* Detailed breakdown attachment	

CONTRACT TIME		
Original (days) 75	On Schedule <input type="checkbox"/> Yes	Starting Date 9/14/2015
Revised	<input type="checkbox"/> No	Projected Completion
Remaining		

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

McLaughlin & Schulz
 Marshall, MN
 By: *Michael Medel*
 Date: 10/2/15

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer: WENCK ASSOCIATES
 By: *[Signature]*
 Date: 9/24/15

APPROVED BY OWNER

Owner: CITY OF WINDOM

By: _____
 Date: _____

ACCEPTED BY FmHA:

The review and acceptance of this estimate by FmHA does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: _____
 Date: _____

2015 SEAL COAT
 WINDOM, MINNESOTA 56101

PAY REQUEST #1

ITEM	APPROX. QUANTITY	UNIT	UNIT COST	AMOUNT	THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT
BITUMINOUS MATERIAL	8,900	GAL	\$ 3.25	\$ 28,925.00	7,710	\$ 25,057.50	7710	\$ 25,057.50
RED ROCK	390	TON	\$46.80	\$ 18,252.00	258	\$ 12,074.40	258	\$ 12,074.40
TOTAL				\$ 47,177.00		\$ 37,131.90		\$ 37,131.90