

**Council Meeting  
Tuesday, June 7, 2016  
City Council Chambers**

**5:30 p.m.  
AGENDA**



Call to Order  
Pledge of Allegiance

**5:30 Emergency Services Facility – Work Session**

**7:30 Regular Meeting**

1. Approval of Minutes
  - Council Minutes–May 17, 2016
2. Consent Agenda
  - Minutes
    - Park & Recreation Commission – May 18, 2016
    - Community Center Commission – May 23, 2016
    - Utility Commission – May 25, 2016
    - Telecom Commission – May 31, 2016
    - Emergency Services Building Committee – May 31, 2016
    - Tree Commission – June 2, 2016
  - Dance License – Windom Riverfest, Inc.
  - Exempt Gambling Permit – Windom Youth Hockey Assoc.
3. Agenda Request –Robert Lindaman – Witt Park –EMS Building
4. Department Heads
5. Public Hearings –
  - Minnesota Investment Fund Application - Prime Pork
  - TIF District No. 1-20 – Business Subsidy - New Vision Co-op
  - 2016-2020 Capital Improvement Bonds
6. MN DOT Presentation – Highway 60 Approach Plan
7. Emergency Services Facility Discussion
8. Liquor License Application – Windom Duffy’s Inc.
9. Premise Permit Application & Resolution –Cottonwood County Game and Fish Protective League
10. Fire Department Donation –
  - Schwartz Farms
  - Ray Sartorius
11. Airport Master Plan Agreements
  - Fee Review
  - Consulting Engineers
12. Personnel Items
  - Telecom – NOC Technician
  - Ambulance – Emergency Medical Responders Pay Rate
  - Community Center – Part-Time Hiring
  - Electric Department – Apprentice Hiring
  - Pool – Seasonal Hiring
  - Assistant Liquor Store Manager Hiring



13. Mayor Appointment – Airport Commission
14. New Business
15. Old Business
16. Regular Bills
17. Council Concerns
18. Adjourn

**Regular Council Meeting  
Windom City Hall, Council Chamber  
May 17, 2016  
7:30 p.m.**

1. Call to Order:

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

2. Roll Call:
- |                         |  |
|-------------------------|--|
| Mayor:                  | Corey Maricle  |
| Council Present:        | Brian Cooley, Dominic Jones, Paul Johnson, Bryan Joyce and JoAnn Ray   |
| Student Representative: | Christian Lorenz   |
| City Staff Present:     | Steve Nasby, City Administrator; Scott Peterson, Police Chief; Bruce Caldwell, Streets & Parks Superintendent; Dawn Aamot, Library Director and Drew Hage, EDA |

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Jones second by Joyce to approve the City Council minutes from May 3, 2016 and May 10, 2016. Motion carried 5 – 0.**

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Telecommunications Commission – April 25, 2016
- Economic Development Authority – May 9, 2016
- Library Board – May 10, 2016

**Motion by Joyce second by Ray to approve the Consent agenda board and commission minutes. Motion carried 5 – 0.**

Maricle said there is a solicitation request from Thomas Kleinschmitz from Family Heritage.

**Motion by Joyce second by Ray to approve the solicitation permit. Motion carried 5 – 0.**

6. Department Heads:

None.

7. Street Department:

Bruce Caldwell, Streets & Parks Superintendent and Mike Johnson, Wenck Associates introduced themselves. Johnson said that the bids for the 2016 Seal Coating project had been

## Preliminary

received and the low bid of \$60,467 from Caldwell Asphalt Company was under the engineer's estimate. The balance of the budgeted funds for seal coating would be used for crack-filling. He anticipated that the seal coating project would be started in late July.

Caldwell stated that the firm is no relation to himself and the approximately \$18,000 left in the 2016 budget for this project would be used to do the crack-filling as stated prior to seal coating.

**Motion by Ray second by Johnson to award the 2016 Seal Coating Project bid to Caldwell Asphalt Company, Inc. in the amount of \$60,467 as presented. Motion carried 5 – 0.**

Caldwell said that there was also a request for a street closure for the Windom Theatre for July 9<sup>th</sup> from 3-7 pm for a Classic Car Roll-in Event. Fourth Avenue between 9<sup>th</sup> and 10<sup>th</sup> Streets would be closed for this event. The Police Chief is aware and had no concerns.

**Motion by Joyce second by Johnson to approve the temporary closure of 4<sup>th</sup> Avenue between 9<sup>th</sup> and 10<sup>th</sup> Streets on July 9, 2016 between 3:00 to 7:00 pm. Motion carried 5 – 0.**

Nasby said that one other street closure item had just arisen regarding the potential demolition of the silos at Plant A owned by New Vision. This demolition could occur within the next two to three weeks and it would be need to have a portion of 1<sup>st</sup> Avenue closed to accommodate this project for two to five days. He asked that the City Council permit the temporary closure of the street at the discretion of the Street Superintendent. The section of 1<sup>st</sup> Avenue would be between 8<sup>th</sup> and 9<sup>th</sup> Streets.

Joyce asked about business accesses. Caldwell said that the most impacted would be the car dealer, but the others would have other accesses.

Drew Hage, EDA Executive Director, said that he had contacted several of the businesses to let them know what was going on.

**Motion by Johnson second by Ray allow for the temporary closure of 1st Avenue between 8th and 9th Streets at the discretion of the Street Superintendent. Motion carried 5 – 0.**

### 8. Economic Development Authority:

Drew Hage, EDA Executive Director, said that the public hearing on the Minnesota Investment Fund (MIF) grant application for Prime Pork LLC needed to be rescheduled to June 7, 2016 due to a clerical error with the publication of the required notices. This application period is open so no deadlines are missed, but both the State and the company are anxious to get it completed.

**Council member Joyce introduced the Resolution No. 2016-33, entitled “RESOLUTION CALLING FOR RESCHEDULED PUBLIC HEARING ON PROPOSED MINNESOTA INVESTMENT FUND APPLICATION” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Ray, Cooley, Johnson, Jones and Joyce. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

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Hage noted that he is also working on an Active Living Plan for Windom. This will be funded through grant funds for his time and \$4,400 for non-infrastructure improvements. This plan will map sidewalks, identify gaps and key destination points. It is a necessary plan to access some MN DOT and MN DNR funds. There are two public meetings and two community surveys. He has done this before and does not anticipate it will take away from his other duties. This plan will work with the Hip to be Square group activities and the Safe Routes to School plans.

Jones noted the “No Wheels” on the sidewalk rules. Hage said that correct for the downtown square and some of the grant funds can be used for education and enforcement.

Joyce said it is a matter of education for the public and that the bikes can be on the street or walked down the sidewalks. Joyce added that the Hip to be Square event on May 21 is “This is How We Roll” will be doing bike racks on the courthouse square.

Hage said that a staff person from the Active Living group would be coming to Windom on May 21 for the event and helping to kick off the active living plan activities.

Christian Lorenz asked about the education and enforcement plan. Hage said that the plan not only looks at gaps in the sidewalks but can also identify gaps in education so signs can be done and discussions on what concerns arise. Activities will also be coordinate with Windom PD.

**Motion by Joyce second by Jones to support the Windom Active Living Plan. Motion carried 5 – 0.**

Hage said he also wanted to follow up on the Audubon International project that had been introduced previously through a gift from Toro. The City had not done much with this due to staffing change, but he felt this would work well with the Active Living Plan activities. He noted that the Audubon staff could do a site visit, do some planning and activity coordination, non-infrastructure improvements and energy efficiency.

### 9. Police Department School Resource Officer Grant Application – US Dept. of Justice:

Scott Peterson, Police Chief, said that he has been working with the Alternative Learning Center (ALC) on a project to place a School Resource Officer (SRO) at their facility. He reviewed the history of the police calls to the facility over the past few years and noted the large amount of time due to the calls, investigations and transports. The federal grant would pay up to \$125,000 for the first three years of cost which is a 75% federal to 25% local split and then the City and ALC would be responsible for 100% of the cost for a fourth year. The City and ALC would split the cost of the new officer 69% ALC and 31% City which is the same as the split of time for the SRO at the Windom schools. This will help create a greater degree of safety for the ALC, provide resources on-site and help build relationships with the students.

Jones asked if the ALC was in agreement with the proposal. Peterson said he had met with them many times and they are very supportive of the proposal.

Ray noted the SRO has been a great thing for Windom schools.

## Preliminary

Peterson said the PD and the ALC want to use the position to solve issues before something happens and make the environment safer for everyone.

Jones asked if a new officer is being hired. Peterson said an officer would be hired, but the new SRO may be an existing officer.

Joyce asked about the SRO being at the ALC during their summer session. Peterson said that the primary time for the ALC would be during the regular school year and the summer work would be mostly with the City.

Johnson said having the summer coverage is needed to help with the calls and to cover vacations.

**Council member Jones introduced the Resolution No. 2016-34, entitled “RESOLUTION IN SUPPORT OF PURSUING FUNDING THROUGH THE COMMUNITY POLICING SERVICES (COPS OFFICE) FOR FUNDING UNDER THE 2016 COPS HIRING PROGRAM (CHP)” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Cooley, Johnson, Jones, Joyce and Ray. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

### 10. Library – Authorization to Accept Grant from Remick Foundation:

Dawn Aamot, Library Director, said that they had received a \$2,000 grant for bike activities and the funds would be used for bike locks, bike helmets, bike rack and bike give-away. The library would do bike bags with books and then have a raffle for the helmets. The bike locks could be checked out with a library card. This project will coordinate with the “This is How We Roll” activities in Windom.

Cooley said that on Saturdays he sees 6-7 bikes by the library so this will be a good promotion.

**Council member Jones introduced the Resolution No. 2016-35, entitled “RESOLUTION ACCEPTING A GRANT FROM THE ROBERT AND HELEN REMICK CHARITABLE FOUNDATION FOR THE WINDOM LIBRARY” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Johnson, Jones, Joyce, Ray and Cooley. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

### 11. Personnel Items:

Maricle said a memo in the packet identified one part-time and some seasonal staffing hire recommendations. The part-time Arena Maintenance position is being tabled to a later date. The seasonal hiring recommendations are for Adam Farag, Devon Homer, Austin Jones and Olivia Maras for the Arena and Recreation activities. At the Pool the recommendations are for hiring Carman Syverson, Sarah Spieker and Meredith Sues.

**Motion by Joyce second by Johnson to approve the hiring of seasonal employees for the Arena, Recreation and Pool as presented. Motion carried 4 – 0 - 1 (Jones abstain).**

Preliminary

Nasby said due to the need for seasonal help by several departments and a maternity leave at City Hall he is recommending that two interns be hired. There were seven applications and four candidates were interviewed. They would work 8-10 weeks for approximately 35-37 hours per week. The recommended candidates are Nick Raverty and Andrew Derickson.

**Motion by Ray second by Jones to approve the hiring of Nick Raverty and Andrew Derickson as the summer interns for 2016. Motion carried 5 – 0.**

12. New Business:

None.

13. Old Business:

None.

14. Regular Bills:

**Motion by Johnson second by Joyce to approve the regular bills. Motion carried 5 – 0.**

15. Council Concerns:

Lorenz thanked the City Council for the opportunity to participate and noted that he would like the Student Senate to operate more formally like the City Council. He said that Community Pride Day is May 18 and students would be working to help better the community.

Joyce asked about the water tower painting. Nasby said the timeframe was June to October. Caldwell noted a trailer just arrived today for some staging on the project. Joyce said that the “This is How We Roll” event is May 21, he thanked the organizers and encouraged the public to participate. He said that Coffee with Council with he and Ray was done last week and there was a concern with parking that he will bring up to staff.

Johnson noted National Police Week. He thanked the Windom PD and the Cottonwood Sheriff’s Department for all their work and dedication.

Jones thanked law enforcement for their work. He asked about insect spraying. Nasby and Caldwell replied that the fogging is scheduled for tonight.

16. Adjournment:

**Mayor Maricle adjourned the meeting by unanimous consent at 8:13 p.m.**

\_\_\_\_\_  
Corey Maricle, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**PARK AND RECREATION COMMISSION MEETING  
MINUTES MAY 18, 2016**

1. **Call to Order:** The meeting was called to order by Commission Member Jason Kloss at 5:37 p.m. at City Hall
  
2. **Roll Call:**
  - Commission Present: Jess Smith, Jason Kloss, Shawn Licht & Josh Schunk
  - Commission Absent: Kay Gross & Darren Tietz
  - City Staff Present: Recreation Director Al Baloun & Parks Superintendent Bruce Caldwell
  
  - Council Liaisons: Paul Johnson absent & Bryan Joyce Attending
  - Public: Dog Park Committee; Joann Kaiser
  
3. **Motion to Approve Agenda by Schunk, seconded by Smith**  
**Motion Carried Unanimous**
  
4. **Motion to Approve Minutes from April 2016 Park & Recreation Commission Meeting;**  
**Motion Licht, seconded by Smith**  
**Motion Carried Unanimous**
  
5. **Parks Superintendent Report by Bruce Caldwell:**
  1. **Follow up discussion on BARC Property;** Councilmen Joyce review what he has discussed with the BARC representatives and the city attorney has reviewed and answered the questions raise by BARC with no major issues. Jason Kloss and Councilmen Joyce will represent the commission and discuss more details with the BARC group and report back at the next meeting. It was discussed to try and reuse some of the playground equipment at Witt Park at the new location on the BARC property saving the city a few dollars.
  2. **Dog Park Update; Possible New Playground Site;** Cottonwood County Animal Rescue Group adopted Schmultz Park and they would like to use that area for a new dog park. There is approximately 2 ½ Acers in the park but only ¾'s of an acer is usable for the fenced in dog park. Joann Kaiser stated their groups held a dog walk fund raiser that totaled just over \$300 that will be ear marked for the new dog park. The commission stated that the group needs to talk to the area residence and make sure they have no problem having a dog park at this location. A cost for fencing was discussed and Caldwell will get estimates for the next meeting. The dog park committee will report back at the commission's next meeting.
  
6. **Recreation Manager; Al Baloun**
  - a. **Arena Items;** some of the seasonal staff will start May 19<sup>th</sup>, they will work at the Arena and also help with the summer recreation programs. Baloun said the Arena schedule will now get busy with a bull riding event this weekend and several horse show events scheduled throughout the summer. Councilmen Joyce asked about the job opening for the year around maintenance position. Baloun said he hasn't had many applicants. He said it's difficult to get people who want to work the limited hours. He said he would like to hire a full time staff then possibly share that person with the community center during slow or down times.

- b. Recreation Report; School games will end in a week and our summer recreation programs start Monday May 23<sup>rd</sup>. The way it's looking on the summer schedules all our ballfields in the Recreation Area and Island Park will be extremely busy with games this year.  
The youth ball leagues had the biggest signup for our programs. Several Co-ed teams have indicated they want to participate in the sand volleyball league this summer. Caldwell said his staff has replaced all the net poles and added professional nets with winch type tightening devices which will reduce net sag, some new sand added on the sand volleyball courts at Tegel's Park, costing around \$3000 for the improvements.
  - c. Pool; Baloun stated he had 277 applications turned in for swimming lessons. Pool staff is currently doing some cleanup and maintenance. The pool is scheduled to open June 2<sup>nd</sup>. Following the opening of the pool the engineers will be here to start the new feasibility study to renovate the existing pool.
7. Open Mike; Baloun; The annual Recreation Cookout Fund Raiser will be held on July 12<sup>th</sup>. He will send out notices to arrange volunteer help.
8. Next meeting, the commission will not hold a meeting in June so the next meeting will be held on July 13<sup>th</sup> at 5:30 p.m. in the Council Chambers, we will discuss 2017 budgets plus other items.
9. Meeting adjourned at 6:45 p.m.

Community Center Commission Minutes  
Monday May 23, 2016

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  
Kelly Woizeschke  
Mitch Voehl  
Lenny Thiner  
Commission Liaisons: Brian Cooley-Absent  
Bruce Caldwell-Absent  
Paul Johnson  
EDA Director:  
Public:

3. Approval of Minutes:

**Motion by Lenny Thiner, seconded by Mitch Voehl to approve the February 22, 2016 Community Center Commission Minutes. Motion carried 5-0**

4. Additions to the agenda:

Nothing to Report

5. Correspondence Comments:

All good comments for Rental Survey

6. President's Report:

President Wayne Maras asked about Riverfest involvement or activities during that date. WCC Director Bussa informed Commission about wedding dance at Center that weekend

7. Director's Report:

- a. WCC Commission discussed planning of special event with Liquor Store and set a date and will work on ideas for an event.
- b. WCC Commission discussed meeting times and dates. WCC Director Bussa told Commission that he had discovered that date and time was not what was stated in City Ordinance. WCC Commission has been meeting on the 4<sup>th</sup> Monday at 5:30 pm since before he had taken over as Director 11 years ago. WCC Commission will look at the Ordinance and make a recommendation to the City Council at a future Council meeting.

8. Resource Management:

Schedule of Events: Reviewed Schedule of Events

Income & Expense: Reviewed Income and Expense

9. Miscellaneous:

Nothing to Report

10. Open Forum:

Nothing to Report

11. Next Meeting:

Monday June 27, 2016 @ 5:30 pm

**Adjourn:**

**Motion by Kelly Woizeschke, seconded by Lenny Thiner, to adjourn the meeting at 6:15 pm. Motion carried 5-0.**

\_\_\_\_\_  
Wayne Maras, WCC President

\_\_\_\_\_  
Linda Stuckenbroker, WCC Secretary

Attest: \_\_\_\_\_  
Brad Bussa, WCC Director

**UTILITY COMMISSION MINUTES**  
**Waste Water Treatment Plant**  
**May 25, 2016**

**Call Meeting to Order:** The Utility Commission meeting was called to order at 10:40 a.m. at the Waste Water Treatment Plant.

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

**APPROVE MINUTES**

**Motion by Riordan, seconded by Schwalbach, to approve the April 27, 2016 Utility Commission minutes. Motion carried 2 – 0.**

**WATER/WASTEWATER ITEMS**

RRRW Addendum – The RRRW Contract Addendum was tabled until the next Commission meeting. The Red Rock backup connection was tested but Red Rock would like to evaluate further their capacity and what amount can be guaranteed for Windom in a backup situation. Windom would also like to further review the need for a backup water source and the value of having the backup water source in an emergency.

Schwalbach suggested it might be time to update the analysis of future water usage needs and current contract agreements for the Water utility.

Winter and Spring Sampling Results – Haugen reported results from winter and spring sampling events. Samples were collected on February 1<sup>st</sup> and April 26<sup>th</sup>. Overall the concentration of cis-1-2 dichloroethene increased slightly in each well from February to April 2016. At all sampling points, vinyl chloride and cis-1-2 were below actionable levels. The results show Vinyl Chloride (VC) has not been detected at any of the monitoring points since the April 2015 sampling event. Based on results, the City resumed pumping operations at the recovery wells on April 4, 2016.

**Other Water/Wastewater Items**

Haugen reported the pre-construction meeting was held with contractor for water tower work. Work is starting on the 1,000,000 tower May 25, 2016. Haugen plans to have POET go offline while the water tower work is being completed.

The Commission discussed service for Prime Pork. Haugen has not gotten a response regarding the replacement of the sewer line. He has been in contact with Steve Meyer from Prime Pork

and Steve said the company is currently evaluating different treatment options. Brown also indicated he has not received detailed numbers of electrical demand needs for Prime Pork.

Until an agreement is reached, Prime Pork will be billed for treatment according to the contract that was in place for PM Windom.

Haugen discussed with the Commission the performance of a current employee. He reported this employee has gone beyond his job description and as a result has recently saved the Utility a significant amount of money by not having to hire a contractor. He would like to find a way to compensate this employee accordingly. The Commission recommended documenting the activities performed by this employee and the added value. Justification of any pay increase or movement of positions, should be included as part of the job description.

The Commission discussed the need for a policy for unauthorized connections.

Riordan mentioned he was asked about the price of the Prairie Meadow Subdivision lots and if the portion related to infrastructure could be assessed and spread over several years for the buyer?

### **ELECTRIC ITEMS**

Rules and Regulations Review– Brown provided the Commission the updated version of Rules and Regulations for Electric Service. He highlighted the changes made to the interconnection information. Currently there is one customer that is producing solar power. The Utility is required to buy back the power at the retail rate. Brown is working to get a waiver so the purchase back rate can be the avoided cost rate.

Brown also brought attention to other sections of the document that were modified related to connections, disconnections, and customer billing. After comparing the Utility's reconnection charge to surrounding communities he is suggesting adding a disconnection charge of \$25 separate from the reconnection charge of \$25. Brown also reviewed the customer notification process as it relates to billing and unpaid bills. Going forward he would like to eliminate the doortag process as it is labor intensive and costly for the Utility. Instead of a doortag, customers with a past due balance will receive a final notice with their current bill. This will serve as their last notification before disconnection. Customers will receive at least one written notice of a past due balance in addition to this final notice in their bill.

**Motion by Riordan, seconded by Schwalbach, to approve Rules and Regulations for Electric Service as presented. Motion carried 2 – 0.**

Standards for City Billed Utility Services – The Commission was provided a copy of a document outlining standards that will be followed by City staff relating to customer billing for electric, water, sewer, and telecom services.

1000 Electric Position – Brown reported he has been working with the union on creating a 1000 hour position. The position would be a seasonal part-time permanent position. The Commission provided a recommended range for the 1000 hour position.

Apprentice Program – Brown has researched apprentice programs and would like to create a program for the Windom Electric Utility. The typical apprentice starts at 80% of a journeyman pay and reaches journeyman at the end of year 4. During this time they will take classes and tests from Northeastern Lineman College. Brown is working on an agreement that would be signed by the apprentice to ensure the apprentice takes the appropriate classes and tests or reimburses the Utility.

Brown reported they currently have a seasonal employee that may be interested in the program but he also has received a positive reference for another local individual. The Commission encouraged him to talk with both individuals regarding the program. The Commission also was supportive of adjusting the wage for the current seasonal to a more competitive wage.

Substation Estimate - The Commission received the engineers estimate for the substation project from Utilities Plus Services. The project would be to replace the old transformer and the switch on the newer transformer. Brown explained that the work would be done during the spring or fall and he would attempt to coordinate with shutdown periods of high users. Brown also indicated that the new transformer would be up and running before they took the current one offline. He also explained to the Commission the next step would be to work on specifications. He indicated these projects are usually bid as separate pieces instead of one overall project.

**Motion by Schwalbach second by Riordan to move forward to specifications for the project. Motion carried 2 – 0.**

### **REGULAR BILLS**

**Motion by Schwalbach second by Riordan to pay the regular bills. Motion carried 2 – 0.**

### **OLD BUSINESS**

### **NEW BUSINESS**

Compensation and Class Study Update – Brown updated the Commission on the Compensation and Class Study that is being done for department head positions. He reported all department heads completed a survey regarding their position. The department heads were also asked to provide feedback on the comparable cities selected by the consultants or make suggestions for comparable cities. Brown reported the cities selected by the consultants were not comparable and he is working with the consultants and the City Administrator to obtain information from cities that would be comparable. The Commission is supportive of Brown working to obtain this information.

### **ADJOURN**

Schwalbach adjourned the meeting at 1:10 p.m. Next meeting June 22nd at 10:00 a.m.

\_\_\_\_\_  
Mike Schwalbach, Chairperson

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

## TELECOMMUNICATIONS COMMISSION MEETING

City of Windom Community Center

May 31st, 2016

6:00 P.M.

1. Call Meeting to Order at 6:08PM

2. Roll Call

**Members Present:** Jeremy Lund, Bryan Joyce and Jerry White.

**Members Absent:** Dominic Jones and Travis Eichstadt

**Staff Present:** Jeff Dahna, Windomnet Operations Manager

**Others Present:** None

3. Approval of Minutes for April 25th, 2016 **Motion by Joyce , seconded by Lund. Motion carries 3-0.**

**4. Project Updates- Billing system:** Dahna covers the new billing system conversion and the fiber optic cable plant that is being audited by the telecom staff to be able to import records into the Innovation Systems. Discussion of the GPS mapping of electrical, telecom and water facilities that will use locators and GPS units. Training is taking place next week. SMBS is not moving to the Innovative Systems billing system. Telecom will have to continue to allow Source One Solutions access to the Metaswitch CDRs for billing. **New Metaswitch:** We are moving forward with the installation and must first upgrade the current Metaswitch to version 8.3 prior to migration to the new Metaswitch. Dahna shows pictures of the new and old soft switch. **Gigacenters:** Dahna covers the status on the gigacenter beta deployment. Changes will have to be done to the Windows DHCP server or will have to migrate to a Linux based DHCP server to work with the Calix Connect to interface with customer devices. Dahna will get an extension from Calix on the trial period to allow time to get all aspects of the Gigacenter and the Calix Connect system.

**5. Manager's Report-** Dahna covers the packet handout STANDARDS FOR CITY BILLED UTILITY SERVICES. This outlines the standards for billing, disconnections, repayments, ect. Dahna covers the SW/SC Service COOP support contract. Committee asks about the tracked hours of the COOP, Dahna will ask COOP for them. Dahna asks to be allowed to renew and sign the support contract.

**Motion by Joyce to approve the support contract , seconded by White. Motion carries 3-0.**

Dahna covers the telecom CATV, voice and data customer numbers. Dahna cover the Golden West support for last month. There were four calls taken by GW support. Dahna covers that the CATV Sports package cessation is going well and completed.

**6. New Business-** Dahna discusses the candidate Tim Fjeld that was selected for the NOC technician position because of his education background and experience. covers the memo that will be sent to the candidate to accept the job offer subject to drug/alcohol testing and subject to approval by City council on June 7th, 2016.

**Motion by Joyce to recommend the hiring of Tim Fjeld as the NOC technician Grade 16 step 1 w/step increase upon 6 month review to the City Council, seconded by Lund. Motion carries 3-0.**

Dahna will draft a memo from the Telecom Committee and Telecom General Manager to the City Council to recommend the hiring of Tim Fjeld for the NOC Technician position.

**7. Old Business- Water Tower Space Rental-** Dahna covers that the LTD Wireless was notified that they can have water tower rental space and indicated that they were going to proceed. Nothing has moved forward at the time of the meeting. **CATV- Windom Schools CATV Services-** we are rating the schools as 0 or a gratis account. **CATV- MDU rate for Expanded Basic increase-** Dahna covers the example of how the rate is configuration for a 32 room hotel. Discussion ensues over various customer locations and how they could be rated. The current rate has not changed since 2008. Lund only wants a one time a year rate increase. Dahna states that the MDU rate was over looked for the yearly rate increase. Lund wants to know how many 0 or gratis accounts we can have. Dahna will have to attempt to find that number for the next meeting. Discussion of the MDU rate is configured goes on for quite some time. Joyce would like to get a memo from Chelsie regarding the MDU. Item was tabled until next meeting.

**8. Commissioners concerns and questions.** White asks about the Skitter TV agreement extension. Dahna explains that the extension was not approved by Skitter TV and after that SMBS voted not to proceed and he also agreed to opt out of the agreement. Committee discusses the Skitter TV and the picture quality issues, lower STB costs, and additional benefit of reduced CAPX and OPEX that Windomnet currently has for the current CATV system. Skitter TV joining price was \$12,000 and that it is now at \$30,000. Dahna states that there are definite cost savings to going to Skitter TV and covers the issue of power loss in Windom will cause CATV outage in all SMBS towns as well as Windom. Joyce discusses concern over having to fix and put money into the CATV Headend if it will eventually be turned down. Dahna covers a large issue of the EOL of the main core delivery system that needs to be replaced. Main core system is starting to be maxed out for bandwidth delivery with the larger bandwidth packages. Larger future bandwidth packages will compound the issue. Joyce discusses GO bonds and we need to look at grants and other funding options. Dahna covers the problems of maintaining a EOL core system with no manufacturer support and no new parts availability. Commissioners want to have a goals setting discussion at the next telecom meeting.

**Next Telecom meeting in on Monday June 27th, 2016**

**Lund adjourns the meeting at 8:00 pm.**

## **Emergency Services Building Committee Minutes**

### **May 31, 2016**

The Windom Emergency Services Building Committee met on May 31, 2016, at 5:30 p.m. in City Council Chambers. Members present were Dan Ortmann, Tim Hacker, Jim Axford (arrived at 5:35), Kevin Heggseth, Mark Stevens, Gary Olson and Brian Cooley. City Staff – Steve Nasby and Denise Nichols. Absent: Mayor Corey Maricle. Also present were Corey Brunton from Brunton Architects; Rahn Larson, Citizen Publishing, public present were Preston Rossow, Jordan Bussa, Ben Derickson, Glen Francis, Brandon Pletcher with Wicks Buildings, Andy Welp, Brian Defries and Chris Spaeth with EPS Building Systems.

1. **Call to Order** – Chair Ortmann called the meeting to order.
2. **Approval of Minutes – M/S/P: Motion made by Hacker, seconded by Stevens, to approve the Minutes of the February 22, 2016, meeting as written. Ayes – 5, Nays – 0.**
3. **Presentations:**

**Wick Buildings** – Glen Francis and Brandon Pletcher reviewed with the Committee building system designs and cost estimates \$541,005 for a wood and \$531,919 for a steel frame building (exterior shell only). Pletcher noted that due to steel market price changes the steel estimate had increased \$5,000. The estimates included the building shell exterior walls, roof and concrete and did not include any doors, windows, overhead doors, interior finishes, electrical, HVAC and plumbing. These items were not included to facilitate the cost comparison of the shell of the two types of buildings to the precast concrete estimates.

The building would have four foot of concrete stem wall above and below ground. Brunton questioned the depth of the concrete floor slab. The original architect plans called for 8” except for the office area which was 4”. The Wick estimate used 6” concrete floor slab. Brunton noted that the sound issues would not be comparable to the two building types and a two-hour fire rating would be required. During the discussion it was determined that the buildings would need a gutter system and an underground storm drain to move water run off away from the building. Several other changes were also made.

Pletcher noted that the wood frame building would have a 90 mph wind load rating. The steel frame building would have a 120 mph wind load rating. Both buildings would be rated as 50-year buildings and with a 50 lb. snow load rating. The buildings would meet MN Energy Code requirements. The labor rates quoted do not include prevailing wage rates. The building would use end wall systems to accommodate future expansion of the buildings.

**SIP Buildings**– Andy Welp, Brian Defries and Chris Spaeth discussed with the Committee the SIP panel building system. They noted that the building panel concept has been around for 35 years. The engineering of the building would be provided as a part of the cost estimate and they would develop their estimate based on the current building design plan using their panel system for the shell of the building. Also discussed were pitched and flat roof options and concrete prices. The Committee agreed that their preference was to obtain an estimate with a rubber roof for the building. The estimate would include doors and windows. The doors and windows they provide are made to install correctly with the panel system and provide a warranty for the products.

The electrical system can be run inside or outside the wall system. Flex conduit is used to run the electric lines. The buildings are rated as 50-year buildings, Category 4 Exposure C and have a 120 mph wind load rating and 44 lb. snow load rating. The walls have an R33 insulation value and are air sealed and tested making the walls water proof. The building is easily expandable and saves energy. Several exterior and interior finishes options are available.

**4. Other Business –**

**Bonding Bill Update-** City Administrator Steve Nasby updated the Committee on the current status of the bonding bill. Unless a Special Session is called, no funding will be provided and if a Special Session is scheduled, it is very unlikely that the project will be part of the bill.

The Committee discussed what should be the next steps for the project. The question was asked, "Since bonding funds would not be available for the project, what is the budget for the project?" Ortmann suggested that the Committee request the Council proceed with bidding the project to obtain costs for the project. It was also discussed that Brunton could narrow the scope of the bids to obtain the cost of the precast only to compare costs of the four types of buildings.

**June 7<sup>th</sup> City Council Meeting** - Nasby informed the Committee that the City Council will be holding a work session prior to the June 7<sup>th</sup> City Council meeting to discuss the project and determine if there is funding available for the project. Cooley suggested that the Committee wait until after the Council's work session and discussion to receive direction from the Council before going forward with the project.

- 5. Next Meeting Date** – The next meeting date was set for Tuesday, June 14<sup>th</sup>, at 5:30 p.m. in the Council Chambers.
- 6. Adjourn** – Chair Ortmann at 7:13 p.m. adjourned the meeting by unanimous consent.

## CITY OF WINDOM TREE COMMISSION MEETING MINUTES

June 2, 2016

1. Call to Order: The meeting was called to order at 5:15 p.m. at the City of Windom council chamber by Joanne Kaiser, Chairperson
2. Roll Call:

Commission Present:	Jim Knigge, Deborah Polzin, Joanne Kaiser, Eldon Moon
Commission Absent:	
City Staff Present:	Bruce Caldwell, City of Windom Tree Inspector
Council Liaisons:	JoAnn Ray (Absent)
Public Present:	David Bucklin
3. Approve Minutes of March 2, 2016  
**Motion by Jim Knigge, seconded by Eldon Moon. Motion Carried.**
4. Treasurer Report: -\$174.41 Original budget was \$2,000 plus \$1,000 grant from the Cottonwood Water Plan. Cost of the trees plus shipping and tax amounted to \$3,174.41 leaving a negative balance of (\$174.41). Loss to be paid out of tree maintenance account from the street department.
5. Old Business:
  - a. No one has been appointed or volunteered to fill the position left by Craig Zimmerman's resignation. It was suggested a flier asking for volunteers be placed in next month's utility bills.
  - b. Conservation Corp did a great job planting this year's new trees under the supervision of David Bucklin.
  - c. Protective sleeves should be pulled from last year's saplings during the summer months to allow the bark to toughen up.
6. New Business:
  - a. Residents have already stated an interest in purchasing trees for planting in 2017 and expressed a preference for shorter, flowering species of trees.
  - b. A pollinator grant was received from U.S. Fish and Wildlife Service. 116 trees were purchased at a cost of \$2,086.20 and planted in the area of Jen Park at Country Acres.
  - c. Tree pruning was discussed. It is possible a second grant could be requested from the Cottonwood Clean Water Fund to pay for this service to be done at the appropriate time.
  - d. 2017 Tree Commission budget will be raised to \$2,500.
7. Open Mic: David Bucklin will address the need for caution when using a weed whip around young trees during his bi-weekly radio show. Extreme care must be taken when mowing or weed whipping so the tender bark is not damaged which would lead to the death of the tree(s). Grass should be hand pulled or dug away from the trunk and mulch applied. Fertilizer spikes should be applied sparingly to young trees. Too much can cause the death of saplings. Another flier will be placed in the December utility bills promoting the boulevard tree planting program for 2017.

8. Meeting adjourned at 5:56 pm.

**Next Tree Commission Meeting November 2, 2016 at 5:15 p.m. at Council Chambers.**

ATTEST:

Tree Commission Chair \_\_\_\_\_

Tree Commission Secretary \_\_\_\_\_



**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

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-1290460

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](http://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): Phat Pheasant Pub

Address (do not use P.O. box): 2370 Hwy 60 E

City or Township: Windom Zip: 56101 County: Cottonwood

Date(s) of activity (for raffles, indicate the date of the drawing): August 27, 2016

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: \$ 10,784)

\* **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](http://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: 05/31/2016  
(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:** Minnesota 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.

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

Date/Time received: 9:41 AM 06/03/16

Agenda Request Form

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

Name: Robert Lindeman Telephone No: 507 221-0217

Address: 91259 500th Ave Wenden

Date of Council Meeting: 06/07/16 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: Witt Park EMS ready

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

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

none

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

Robert Lindeman  
Signature

**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 applying to the Minnesota Department of Employment and Economic Development for a Minnesota Investment Fund ("MIF") grant and to consider awarding a business subsidy to Prime Pork, LLC ("Prime Pork") if said grant is awarded.

If awarded, the business subsidy may be in an amount up to \$1 Million and would be used by Prime Pork for the purchase of equipment to assist with the start-up of Prime Pork's business in Windom and the creation of jobs.

**The public hearing will be held in the City Council Chambers at City Hall, 444 Ninth Street, Windom, Minnesota, on Tuesday, June 7, 2016, during the regular City Council Meeting which begins at 7:30 p.m.**

Members of the public may review a copy of the supporting documentation concerning the proposed MIF application, prior to the public hearing, at the Office of the Economic Development Authority of Windom in the Windom City Hall at 444 9<sup>th</sup> 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 approval of the submission of the proposed application and 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 9<sup>th</sup> Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: May 25, 2016 (COTTONWOOD COUNTY CITIZEN)



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Drew Hage, EDA Executive Director  
**Council Meeting Date:** June 7, 2016  
**Item Title/Subject:** **AUTHORIZE SUBMISSION OF THE CITY OF WINDOM'S/EDA'S MINNESOTA INVESTMENT FUND APPLICATION FOR PRIME PORK**

On May 17, 2016, the City Council adopted a Resolution calling for a public hearing regarding a Minnesota Investment Fund Application for Prime Pork.

Background: In September 2015, PM Beef (PM Windom) notified the City of its intent to shut down operations and more than 260 workers lost their jobs in December 2015. The loss of the beef processing facility affected the City of Windom and surrounding agricultural producers. PM Beef was a major employer in the City and the processing facility had been operating for decades.

Prime Pork will fill the employment gap that was left by the shutdown of PM Beef. Prime Pork is planning to be operational by October 2016. An estimated 260 jobs will be created in the first year of operation at Prime Pork and a total of 360 to 500 new jobs in years three through five.

Prime Pork plans to invest \$20 Million to \$25 Million to convert the old PM Beef processing facility into a state-of-the-art pork processing facility. Prime Pork will be one of the major employers in the City.

The officials from Prime Pork, LLC have requested that the City submit an Application to the Minnesota Department of Employment and Economic Development (DEED) for a grant under the Minnesota Investment Fund (MIF) Program requesting the sum of \$1 Million to assist with the start-up of Prime Pork's business in Windom, Minnesota, and the creation of jobs. It is necessary to hold a public hearing prior to submission of the proposed MIF Application to provide an opportunity for the public to express comments on the project.

Attached for your review is a proposed Resolution approving the submission of this MIF Application to DEED.

Should you have any questions, please do not hesitate to contact me. I also plan to be present at the public hearing at the June 7<sup>th</sup> City Council Meeting to answer any questions you may have at that time.

Requested Action: Adopt a Resolution authorizing the submission of the Minnesota Investment Fund Application on behalf of Prime Pork, LLC by the EDA of Windom.

Respectfully submitted,

Drew Hage, EDA Executive Director

## RESOLUTION #2016-

**INTRODUCED:**

**SECONDED:**

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

### CITY OF WINDOM

#### **RESOLUTION AUTHORIZING SUBMISSION OF MINNESOTA INVESTMENT FUND APPLICATION ON BEHALF OF PRIME PORK, LLC**

**WHEREAS**, Prime Pork, LLC has purchased the former PM Beef (PM Windom) property in Windom, is in the process of conversion of the beef processing plant into a pork processing plant, and has begun demolition activities at the site; and

**WHEREAS**, the officials from Prime Pork, LLC have requested that the City submit an Application to the Minnesota Department of Employment and Economic Development (DEED) for a grant under the Minnesota Investment Fund (MIF) Program requesting the sum of \$1 Million to assist with the start-up of Prime Pork's business in Windom, Minnesota, and the creation of jobs; and

**WHEREAS**, it is necessary to hold a public hearing prior to submission of the proposed MIF Application to provide an opportunity for the public to express comments on the project; and

**WHEREAS**, on May 17, 2016, the City Council adopted a Resolution calling for a public hearing on this application for the City Council Meeting to be held on June 7, 2016; and

**WHEREAS**, notice of the public hearing was published as required by law and a public hearing was held on said proposed application on June 7, 2016; and

**WHEREAS**, the City Council received information concerning the proposed application and has considered all of the comments made at the public hearing; and

**WHEREAS**, the City Council has determined that the submission of the Application, as set forth herein, is in the best interests of the City of Windom and the citizens of Windom; and

**WHEREAS**, the City of Windom has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

**WHEREAS**, the City of Windom has not violated any federal, state or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

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

1. The EDA is authorized to submit an application to the Minnesota Department of Employment and Economic Development (DEED) for a grant under the Minnesota Investment Fund (MIF) Program requesting the sum of \$1 Million to assist with the start-up of Prime Pork's business in Windom, Minnesota, and the creation of jobs.

2. Steven Nasby, City Administrator, is hereby authorized to execute said Application on behalf of the City of Windom.

**ADOPTED by the City Council of the City of Windom, Minnesota, this 7th day of June, 2016.**

\_\_\_\_\_  
Corey Maricle, Mayor

ATTEST: \_\_\_\_\_  
Steven Nasby, City Administrator

-----  
CERTIFICATION

**I CERTIFY THAT** the above Resolution was adopted by the City Council of the City of Windom, Minnesota, on June 7, 2016.

June , 2016

\_\_\_\_\_  
Steven Nasby, City Administrator

**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 New Vision Co-op ("New Vision") in the form of tax increment from Tax Increment Financing District No. 1-20 (TIF 1-20), pursuant to Minnesota Statutes Sections 116J.993 through 116J.995.

TIF 1-20 was established on May 3, 2016, and includes property identified as Parcel No. 25-231-0051 which is located at 125 16<sup>th</sup> Street and Parcel Nos. 25-025-3900 and 25-025-3901 which are located at 867 First Avenue. New Vision is the owner of this real estate, has demolished a structure on the property at 125 16<sup>th</sup> Street and is currently constructing new grain bins and other improvements on said property, and anticipates demolition of structures on the property at 867 First Avenue. Real estate taxes on the property will be paid by New Vision from which New Vision will receive tax increment from TIF 1-20 over a period of years based on eligible demolition costs, eligible development costs, projected values of the new improvements, 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, June 7, 2016, during the regular City Council Meeting which begins at 7:30 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 9<sup>th</sup> 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 9<sup>th</sup> Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: May 25, 2016 (COTTONWOOD COUNTY CITIZEN)



## City of Windom Staff Report

---

**To:** Mayor and Windom City Council  
**From:** Drew Hage, EDA Executive Director  
**Council Meeting Date:** June 7, 2016  
**Item Title/Subject:** PUBLIC HEARING REGARDING BUSINESS SUBSIDY FOR  
NEW VISION IN TIF DISTRICT 1-20

### Background:

On May 3, 2016, the City Council adopted a Resolution establishing TIF District 1-20 (aka "New Vision"). This district covers a portion of the property at 125 16<sup>th</sup> Street and the property at 867 First Avenue.

On March 15<sup>th</sup> and April 5, 2016, the City Council adopted Resolutions finding that the parcels listed above were occupied by substandard buildings.

New Vision has requested tax increment ("TIF") assistance for a portion of the eligible demolition and site preparation costs for both sites. Discussions have been held with the management of New Vision and EDA Staff and City Staff concerning potential assistance. Based on those discussions, a proposed Contract for Private Redevelopment ("Redevelopment Agreement") and Business Subsidy Agreement have been prepared by the EDA's TIF attorney, Robert Deike. The Business Subsidy Agreement also outlines the primary public purposes sought to be accomplished through the granting of the business subsidy. These documents have been reviewed by EDA Staff and are scheduled for review by the EDA Board of Commissioners on June 6<sup>th</sup>.

The proposed terms include reimbursement to New Vision for eligible demolition and site preparation expenses for both sites. This proposed reimbursement would be in the sum of \$150,000 for the 16<sup>th</sup> Street Site and up to \$49,000 for demolition of the annex at 867 First Avenue and up to \$50,000 for demolition of elevator at 867 First Avenue, subject to timelines for demolition of the buildings, etc. The specifics of the proposed reimbursement are set forth in Section 3.3 of the Redevelopment Agreement. The reimbursement would be paid from tax increment generated by real estate taxes on these parcels.

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. The public hearing notice was published in the Citizen on May 25<sup>th</sup> as required.

Attached for your review and approval is a proposed Resolution regarding the business subsidy to New Vision, the proposed Redevelopment Agreement, and the proposed Business Subsidy Agreement.

Should you have any questions concerning any of these documents, please do not hesitate to contact me. I also plan to be present for the public hearing on June 7<sup>th</sup>. It is my understanding that Frank McDowell from New Vision will also be present to answer any questions the City Council may have at that time.

**Requested Action:**

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

- 1) Approves the proposed business subsidy to New Vision in the amounts and pursuant to the provisions set forth in the Redevelopment Agreement and Business Subsidy Agreement.
- 2) Approves the proposed Development Agreement between the City of Windom and New Vision and the proposed Business Subsidy Agreement between the City of Windom and New Vision; and authorizes the Mayor and City Administrator to execute these documents on behalf of the City of Windom and any other documents required for the granting of the business subsidy.

Respectfully submitted,



Drew Hage, EDA Executive Director

DH:mah

Attachments

**RESOLUTION # 2016-**

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

**Abstained:**

**CITY OF WINDOM**

**RESOLUTION APPROVING BUSINESS SUBSIDY TO  
NEW VISION COOPERATIVE**

**WHEREAS**, on May 3, 2016, the City Council approved the establishment of Tax Increment Financing District 1-20 ("TIF 1-20"); and

**WHEREAS**, New Vision Cooperative ("New Vision") is the owner of property included in TIF 1-20 which is located at 125 16<sup>th</sup> Street and 867 First Avenue in Windom, Minnesota; and

**WHEREAS**, New Vision has requested tax increment financing ("TIF") assistance, through TIF 1-20, for eligible expenses for demolition of structures, the filling and compaction of the sites, and site remediation; 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, notice of the public hearing was published and the City Council held a public hearing on June 7, 2016, concerning the proposed awarding of a business subsidy to New Vision in the form of tax increment from TIF 1-20; and

**WHEREAS**, the City Council has considered all of the comments made at the public hearing, reviewed the proposed Contract for Private Redevelopment ("Redevelopment Agreement") between the City of Windom and New Vision, and reviewed the proposed Business Subsidy Agreement between the City of Windom and New Vision; and

**WHEREAS**, the City Council has determined that granting of the proposed business subsidy and approval of the proposed Redevelopment 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 New Vision in the following amounts is hereby approved:

- (a) The sum of \$150,000 or New Vision's actual documented eligible costs for demolition and site preparation on Parcel 1 located at 125 16<sup>th</sup> Street, whichever is less; and

- (b) Up to 50% or \$49,000, whichever is less, of the documented eligible costs for demolition of the annex on Parcel 2 located at 867 First Avenue if the annex is demolished in 2016. If the demolition of the annex is completed in a year subsequent to 2016, the amount of demolition costs eligible for reimbursement through tax increment shall decrease by an additional 20% of the \$49,000.00 cap each year. If demolition of the annex has not been completed and the demolition costs paid by December 31, 2020, there shall be no reimbursement to New Vision by the City for any demolition costs related to the annex; and
- (c) Up to 50% or \$50,000, whichever is less, of the documented eligible costs for demolition of the elevator on Parcel 2 located at 867 First Avenue if the elevator is demolished and demolition costs paid by December 31, 2020. If demolition of the elevator has not been completed and the demolition costs paid by December 31, 2020, there shall be no reimbursement to New Vision by the City for any demolition costs related to the elevator located on Parcel 2.

Any reimbursement shall be contingent upon submission of evidence that such costs have been incurred and paid by the required date.

The primary public purposes sought to be accomplished through the granting of the business subsidy are eliminating blighted and dilapidated buildings on property located within the City, encouraging the development of property in the City that is currently underutilized, and expanding the tax base of the City and State, and not job creation and wage goals. Therefore, wage and job goals are set at zero.

2. The proposed Redevelopment Agreement between the City of Windom and New Vision and the proposed Business Subsidy Agreement between the City of Windom and New Vision 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 7th day of June, 2016.

---

Corey Maricle, Mayor

ATTEST: \_\_\_\_\_  
Steven Nasby, City Administrator

June 2, 2016

**CONTRACT**  
**FOR**  
**PRIVATE REDEVELOPMENT**  
**By and Between**  
**CITY OF WINDOM, MINNESOTA**

**and**

**NEW VISION COOPERATIVE**

Dated: \_\_\_\_\_, 2016

This document was drafted by:

BRADLEY & DEIKE, P. A.  
4108 West 65th Street, Suite 100  
Edina, MN 55435  
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## CONTRACT FOR PRIVATE REDEVELOPMENT

**THIS AGREEMENT**, made on or as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Windom, a home rule charter city under the laws of the State of Minnesota (hereinafter referred to as the "City"), having its principal office at 444 Ninth Street, Windom, Minnesota 56101, and New Vision Cooperative, a cooperative organized and existing under the laws of the State of Minnesota, (hereinafter referred to as the "Redeveloper"), having a business address at 38438 210th Street, Brewster, Minnesota 56119.

### WITNESSETH:

**WHEREAS**, the City created its Municipal Development District Number 1 (the "Project"), pursuant to Minnesota Statutes, Sections 469.124-.134, in an area (hereinafter referred to as the "Project Area") located in the City; and

**WHEREAS**, among the objectives of the City in creating the Project were to stimulate and revitalize the Project Area by encouraging and assisting the development of property in the Project Area, thereby broadening of the tax base of the City, and encouraging new commercial activities within the City and Project Area; and

**WHEREAS**, in order to finance its activities within the Project Area the City created its Tax Increment Financing District No. 1-20 (the "Tax Increment District") pursuant to Minnesota Statutes, Sections 469.174-469.179; and

**WHEREAS**, the Redeveloper is the owner of certain real property (the "Redevelopment Property") within the Project on which there are located certain blighted and dilapidated structures and improvements; and

**WHEREAS**, the Redeveloper has presented to the City a proposal by which the Redeveloper either has or proposes to demolish the existing improvements on the Redevelopment Property and to prepare the Redevelopment Property for development; and

**WHEREAS**, the City believes that the Redeveloper's proposal will result in the elimination of structures whose presence has an adverse effect on surrounding properties and will facilitate the redevelopment of the Redevelopment Property and that such objectives are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being 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, Ninety percent (90%) of the Tax Increment generated in the six (6) month period immediately preceding such Scheduled Reimbursement Date.

"Business Subsidy Agreement" means the agreement in the form of the agreement set forth on the attached Schedule B executed by the City and the Redeveloper pursuant to this Agreement.

"City" means the City of Windom, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work related to the Site Improvements and/or the Improvements to be performed by the Redeveloper or a third party on the Redevelopment Property pursuant to this Agreement which shall be at least as detailed as the plans to be submitted to the building inspector of the City but shall include such additional information and supplements as the City may reasonably require.

"County" means Cottonwood County, Minnesota.

"Event of Default" shall have the meaning set forth in Section 9.1 of this Agreement.

"Improvements" means any improvements to be constructed by the Redeveloper or a third party developer on the Redevelopment Property after completion of the Site Improvements. The Improvements consist of the Parcel 1 Improvements and the Parcel 2 Improvements.

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

"Parcel 1" means that portion of the Redevelopment Property located at 125 16<sup>th</sup> Street in the City, which property is legally described on Schedule A to this Agreement.

"Parcel 2" means that portion of the Redevelopment Property located at 867 First Avenue in the City, which property is legally described on Schedule A to this Agreement.

"Parcel 1 Improvements" means that portion of the Improvements to be constructed on Parcel 1 by the Redeveloper, which improvements consist of the construction of two grain bins, a truck scale and related improvements.

"Parcel 2 Improvements" means that portion of the Improvements that may be constructed on Parcel 2, the nature of which improvements is not currently known.

"Parcel 1 Site Improvements" means the Site Improvements to be undertaken on Parcel 1.

"Parcel 2 Site Improvements" means the Site Improvements to be undertaken on Parcel 2.

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

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

"Redeveloper" means New Vision Cooperative, a Minnesota cooperative, its successors and assigns, and any future owners of the Redevelopment Property.

"Redevelopment Property" means the real property described as such on the attached Schedule A, consisting of Parcel 1 and Parcel 2.

"Scheduled Reimbursement Date" means each date that the City is to make a reimbursement to the Redeveloper under Section 3.3.

"Site Improvements" means the construction work to be done by the Redeveloper on the Redevelopment Property as detailed in the Construction Plans for the Site Improvements, which work consists of the demolition and removal of above and below surface structures and improvements, the filling and compaction of the site and site remediation. The Site Improvements consist of the Parcel 1 Site Improvements and the Parcel 2 Site Improvements.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes paid with respect to the Redevelopment Property and any Improvements constructed thereon which is remitted to the City as tax increment pursuant to the Tax Increment Act.

"Tax Increment Act" means Minnesota Statutes, Sections 469.174-.179, as amended and as it may be further amended from time to time.

"Tax Increment District" means the City's Tax Increment District No. 1-20.

"Tax Increment Plan" means the tax increment financing plan adopted by the City in order to create the Tax Increment District.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, 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 (other than the City in enforcing its rights under this Agreement) which directly result in delays.

## ARTICLE II

### Representations

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

(a) The City is a home rule charter city duly organized and existing under the laws of the State. Under applicable State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The Project is a "municipal development district" within the meaning of the Act and was created, adopted and approved in accordance with the terms of the Act.

(c) The Tax Increment District is a "redevelopment tax increment financing district", which, to the best of the City's knowledge, was created, adopted, certified and approved pursuant to the Tax Increment Act.

(d) The City will cooperate with the Redeveloper with respect to any litigation commenced with respect to the Project or Improvements.

Section 2.2. Representations by the Redeveloper. The Redeveloper represents, warrants and covenants that:

(a) The Redeveloper is a Minnesota cooperative duly organized and in good standing under the laws of the State, is not in violation of any provisions of its Articles of Incorporation and Bylaws, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

(b) Subject to the conditions contained in this Agreement, the Redeveloper will undertake the Site Improvements and Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations.

(c) The Redeveloper 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 Site Improvements may be lawfully undertaken.

(d) 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 corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Redeveloper is now a party or by which the Redeveloper is bound, or constitutes a default under any of the foregoing.

(e) The Redeveloper will cooperate with the City with respect to any litigation commenced with respect to the Project or Site Improvements.

### ARTICLE III

#### Public Redevelopment Costs

Section 3.1. Status of Property. The Redevelopment Property is owned by the Redeveloper and contains certain blighted and deteriorating buildings and improvements. The Redeveloper and the City agree that so long as such deteriorating buildings and improvements are located on the Redevelopment Property, the Redevelopment Property is substantially less functional and desirable to users and potential purchasers. The Redeveloper has undertaken the Parcel 1 Site Improvements and will construct the Parcel 1 Improvements on Parcel 1. The Redeveloper further intends to undertake the Parcel 2 Site Improvements to prepare Parcel 2 for the construction of the Parcel 2 Improvements by the Redeveloper or by a third party developer. The City agrees that in order to induce the Redeveloper to undertake the Site Improvements it will, subject to the provisions of this Agreement, reimburse the Redeveloper for the costs of undertaking the Site Improvements using Available Tax Increment on a pay-as-you-go basis.

Section 3.2. Soil Conditions. The Redeveloper acknowledges that the City has made no representations or warranties as to the condition of the soils on the Redevelopment Property or its fitness for construction of the Improvements or any other purpose for which the Redeveloper or any third party may make use of such property. The Redeveloper further agrees that it will indemnify, defend, and hold harmless the City, its governing body members, officers, and employees, and agents from any claims, actions or proceedings by any person or entity arising or purportedly arising out of the presence, if any, of hazardous wastes or pollutants on the Redevelopment Property or from the Redeveloper's or any third party's ongoing use of the Redevelopment Property.

Section 3.3. Reimbursement for Cost of Site Improvements. (a) The City agrees to reimburse the Redeveloper for its costs of undertaking the Site Improvements by using Available Tax Increment to so reimburse the Redeveloper. Upon completion of each component of the Site Improvements, the Redeveloper shall provide to the City such documentation as the City may require showing that such component of the Site Improvements has been completed and the costs paid to third party contractors for that component of the Site Improvements. Based on such documentation, the City shall determine the amount to be reimbursed to the Redeveloper under this section. The City will only reimburse the Redeveloper for actual out of pocket costs incurred by the Redeveloper and not for Redeveloper's staff time, overhead or similar costs.

(b) The City's reimbursements shall made in semi-annual installments in the amount of the Available Tax increment. In each year within thirty (30) days of its receipt of each semi-annual tax increment payment from the County, the City will pay to the Redeveloper the

Available Tax Increment. No interest shall accrue with respect to the City's reimbursement obligations under this Agreement. The City's reimbursement obligations shall continue until the Redeveloper has been reimbursed for the cost of the Site Improvements for which the City has agreed to reimburse the Redeveloper or until February 1, 2044, whichever occurs earlier.

(c) The Redeveloper has undertaken the Parcel 1 Site Improvements which consisted of the demolition of improvements located on Parcel 1. The City agrees that it will reimburse the Redeveloper for up to the lesser of the Redeveloper's actual documented cost of the Parcel 1 Site Improvements or \$150,000.00. The City's obligation to make any reimbursements for the Parcel 1 Site Improvements is subject to the condition precedent that the Redeveloper provides to the City documentation, satisfactory to the City, that it has paid the cost of the Parcel 1 Site Improvements.

(d) There is located on Parcel 2 an annex building and an elevator. The demolition and removal of these buildings constitute the Parcel 2 Site Improvements. The City agrees to reimburse the Redeveloper for a portion of the Parcel 2 Site Improvements using Available Tax Increment subject to the following:

(i) The City agrees to reimburse the Redeveloper for up to 50% or \$49,000.00, whichever is less, of the costs of demolishing the annex located on Parcel 2 if the demolition is completed in calendar year 2016. If the demolition is completed in a year subsequent to 2016, the amount of demolition costs eligible for reimbursement through tax increment shall decrease by an additional 20% of the \$49,000.00 cap each year. For example, if demolition of the annex is completed in calendar year 2018, the amount of demolition costs eligible for reimbursement will be reduced by 40% to \$29,400.00. If demolition of the annex has not been completed and the demolition costs paid by December 31, 2020, there shall be no reimbursement to the Redeveloper by the City for any demolition costs related to the annex located on Parcel 2. Any reimbursement shall be contingent upon submission of evidence that such costs have been incurred and paid; and

(ii) The City agrees to reimburse the Redeveloper for up to 50% or \$50,000.00, whichever is less, of the costs of demolishing the elevator located on Parcel 2 if the demolition is completed and demolition costs paid by December 31, 2020. If demolition of the elevator has not been completed and the demolition costs paid by December 31, 2020, there shall be no reimbursement to the Redeveloper/Property Owner by the City for any demolition costs related to the elevator located on Parcel 2. Any reimbursement shall be contingent upon submission of evidence that such costs have been incurred and paid.

(e) The City's obligation to make the reimbursement for the Site Improvements pursuant to this section, is not a general obligation of the City, the State, or any political subdivision thereof and the City shall have no obligation to make the reimbursements from any source except and to the extent of Available Tax Increment.

(f) The City hereby reserves the right to take whatever action regarding Parcel 2, or conditions existing on Parcel 2, as it may determine, in its sole discretion, is in the best interests of the City or its residents.

Section 3.4. Conditions Precedent to City Reimbursements. Notwithstanding anything to the contrary contained herein, the City's obligation to make any reimbursement payment under Section 3.3 shall be subject to satisfaction, or waiver in writing by the City, of the following conditions precedent:

- (a) the Redeveloper shall not be in default under any term of this Agreement; and
- (b) the Redeveloper shall have completed the construction of the Site Improvements.

Section 3.5. Reimbursement of Fees and Expenses. The Redeveloper agrees to reimburse the City for all third-party fees and expenses incurred by the City in connection with the analysis of the development proposal, creation of the financial projections for the tax increment district, and preparation of required documentation, including, but not limited to, financial analysis, preparation and review of tax increment district documentation, preparation of this Agreement and the Business Subsidy Agreement, review of resolutions and documents, presentations to the City Council and Board of Commissioners of the Economic Development Authority of Windom, attendance at meetings, and follow-up documentation. The Redeveloper agrees to reimburse the City for these fees and expenses within thirty (30) days of receipt of an invoice from the City documenting said fees and expenses.

## ARTICLE IV

### Construction of Improvements

Section 4.1. Construction of Improvements. The Redeveloper agrees that all Site Improvements and Improvements will be undertaken on the Redevelopment Property in accordance with Construction Plans approved by the City.

Section 4.2. Construction Plans. (a) The Redeveloper has submitted and the City has approved Construction Plans for the Parcel 1 Site Improvements and the Parcel 1 Improvements. The City's approval shall constitute a conclusive determination that the Construction Plans (and the Parcel 1 Improvements, if constructed substantially in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(b) Prior to commencement of construction of the Parcel 2 Site Improvements and the Parcel 2 Improvements by the Redeveloper or any third party, the Redeveloper shall provide or cause such third party to provide to the City Construction Plans for such work for the City's review and approval. The City will approve the Construction Plans for the Parcel 2 Site Improvements and the Parcel 2 Improvements if the City, in its sole discretion, determines that the Construction Plans provide for the construction of the Parcel 2 Site Improvements and the Parcel 2 Improvements that are consistent with the City's goals and objectives for the development of the Project Area.

(c) If the Redeveloper desires to make any material change in any Construction Plans after their approval by the City, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, are acceptable to the City, the City shall approve the proposed change and notify the Redeveloper 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 Redeveloper, setting forth in detail the reasons therefore. Such rejection shall be made within five (5) business days after receipt of the notice of such change.

Section 4.3. Construction Schedule. The Redeveloper has commenced construction of the Parcel 1 Improvements and, subject to Unavoidable Delays, shall complete the Parcel 1 Improvements by October 31, 2016.

## ARTICLE V

### Insurance

#### Section 5.1. Insurance.

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

(i) 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 shall name the City as an additional insured; and

(ii) 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 B plus 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 or change affecting the coverage thereunder.

(b) Upon completion of construction of the Parcel 1 Improvements and prior to the Maturity Date, the Redeveloper shall maintain at its 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 Parcel 1 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 Parcel 1 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 Redeveloper 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 Redeveloper, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Redeveloper 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 Redeveloper 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 Redeveloper agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of, the Parcel 1 Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Redeveloper will forthwith repair, reconstruct and restore the Parcel 1 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 Redeveloper will apply the proceeds of any insurance relating to such damage received by the Redeveloper to the payment or reimbursement of the costs thereof.

The Redeveloper shall complete the repair, reconstruction and restoration of the Parcel 1 Improvements, whether or not the proceeds of insurance received by the Redeveloper 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 Redeveloper.

## ARTICLE VI

### Tax Increment

Section 6.1. Tax Increment Certification. The City has established the Tax Increment District as a "redevelopment tax increment financing district" and has requested that the County Auditor of the County certify the Original Tax Capacity of all taxable real property in the Tax Increment District pursuant to the Tax Increment Financing Act. The City shall pledge and appropriate Available Tax Increment to the payment of its reimbursement obligations under this Agreement.

Section 6.2. Real Property Taxes. (a) The Redeveloper shall pay when due and prior to the imposition of penalty all real property taxes and special assessments payable with respect to the Redevelopment Property.

(b) The Redeveloper agrees that until the Maturity Date: (1) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Parcel 1 Improvements or Parcel 1 or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (2) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any tax official to be applicable to the Parcel 1 Improvements or Parcel 1 or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (3) it will not cause a reduction in the market value of the Parcel 1 Improvements and Parcel 1 below \$1,410,000 (the "Market Value") through:

(a) willful destruction of the Parcel 1 Improvements or any part thereof;

(b) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1(d) of this Agreement;

(c) a request to the County Assessor to reduce the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value;

(d) a petition to the Board of Equalization of the County to reduce the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value;

(e) a petition to the Board of Equalization of the State or the Commissioner of Revenue of the State to reduce the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value;

(f) an action in a district court of the State or the tax court of the State seeking a reduction in the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value;

(g) an application to the Commissioner of Revenue of the State or to any local taxing jurisdiction requesting an abatement of real property taxes regarding the Parcel 1 Improvements or Parcel 1;

(h) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the Federal Government regarding a reduction in the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value; or

(i) a transfer of the Parcel 1 Improvements or Parcel 1, or any part thereof, to an entity exempt from the payment of real property taxes under State law.

Section 6.3. Tax Increment. Subject to the limitations contained in this Agreement, the City hereby pledges to the payment of its reimbursement obligations a portion of the Tax Increment generated from the Property and completed Improvements. The Redeveloper acknowledges that the City has made no warranties or representations to the Redeveloper as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to satisfy the City's reimbursement obligations in whole or in part. Any projections or estimates of Tax Increment prepared by the City or its advisors were prepared for the City's benefit only and the Redeveloper shall not be entitled to rely thereon. 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 its reimbursement obligations, which continued legal ability is a condition precedent to the City's reimbursement 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 3.3, 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. The Redeveloper understands that unless Improvements are constructed on the Redevelopment Property there will likely be no Tax Increment or Available Tax Increment to reimburse the Redeveloper as provided in Section 3.3 of this Agreement.

## ARTICLE VII

### Financing

Section 7.1. Financing. Prior to commencement of construction of the Parcel 1 Improvements, the Redeveloper shall submit to the City evidence that the Redeveloper has financing sufficient to complete such construction.

## ARTICLE VIII

### Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Redeveloper's Transfer of Property and Assignment of Agreement. The Redeveloper represents and agrees that prior to the Maturity Date except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the

Redeveloper or any successor in interest to the Redevelopment Property, or any part thereof, to perform its obligations with respect to making the Site Improvements and Improvements under this Agreement, and any other purpose authorized by this Agreement, the Redeveloper 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, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Redevelopment Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

The Redeveloper's obligations under this Agreement shall be continuing and the Redeveloper shall continuously operate its business operations on Parcel 1 within the City for the purposes described in this Agreement for a period of at least five (5) years from the Benefit Date, as defined in the Business Subsidy Agreement.

Section 8.2. Release and Indemnification Covenants. (a) The Redeveloper 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 Site Improvements or Improvements.

(b) Except for any negligent misrepresentation or any grossly negligent conduct of the following named parties, the Redeveloper 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 the actions of the Redeveloper, its officers, employees and agents under or in connection with the undertaking of the Site Improvements or Improvements or the ownership of the Redevelopment Property. The indemnification obligations of the Redeveloper pursuant to this subsection shall include, but not be limited to, in any event and without regard to any fault on the part of the City, any pecuniary loss or penalty incurred by the City arising out of the City's performance of its obligations under this Agreement.

(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 Redeveloper or its officers, agents, servants or employees or any other person who may be about the Redevelopment Property or Site Improvements due to any act of negligence of any person other than the City or the governing body members, officers, agents, servants or employees thereof.

(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 following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any of the following:

(a) A failure by the Redeveloper to comply with any term or provision of this Agreement.

(b) The Redeveloper does any of the following: (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) makes an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) is adjudicated, bankrupt or insolvent.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Redeveloper 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 Section 3.3, until it receives assurances from the Redeveloper, deemed adequate by the City, that the Redeveloper 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 in the manner provided in Section 10.4 to the Redeveloper of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default is by its nature incapable of being cured within said thirty (30) days, the Redeveloper does not provide to the City assurances, deemed satisfactory to it, that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Terminate this Agreement.

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

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Redeveloper 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.

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 Redeveloper under this Agreement, the Redeveloper agrees that it shall, within ten (10) days of written demand by the City, pay to the City 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 Redeveloper, or any successor in interest, in the event of any default or breach or for any amount which may become due to Redeveloper or its successors or assigns or on any obligations under the terms of the Agreement.

Section 10.2. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Redevelopment Property or any part thereof, that the Redeveloper, and such successors and assigns, shall until termination of the Tax Increment District devote the Redevelopment Property and Improvements to, and only to and in accordance with, the uses specified in this Agreement. The Redeveloper agrees that it will not at any time before or after termination of the Tax Increment District use or permit the use of any portion of the Improvements as the location of an adult-oriented business for the distribution or furnishing of obscene materials as described in the City's code of ordinances, Section 10.26, subdivisions 1 to 3, inclusive.

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 Redeveloper, is addressed to or delivered personally to the Redeveloper at New Vision Co-op, 38438 210<sup>th</sup> Street, Brewster, MN 56119; and

(b) in the case of the City, is addressed to or delivered personally to the City at 444 Ninth Street, PO Box 38, Windom, Minnesota 56101;

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.

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

Section 10.6. Covenants Running with the Land. The terms and provisions of this Agreement shall be deemed to be covenants running with the Redevelopment Property and shall be binding upon any successors or assigns of the Redeveloper and any future owners or encumbrancers of the Redevelopment Property.

Section 10.7. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Redeveloper and the City.

Section 10.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.9. 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 10.10. Business Subsidy Agreement. At the time of execution of this Agreement, the City and the Redeveloper entered into the Business Subsidy Agreement in the form of the agreement attached to this Agreement as Schedule B.



## SCHEDULE A

### Description of Redevelopment Property

#### PARCEL 1:

##### Parcel No. 25-231-0051

Part of Lot "E" of Drake's Outlots in the City of Windom, Minnesota, described as follows: Beginning at an existing iron monument at the Northwest corner of Lot 4, Block 1 in Bjorklund-Peterson Subdivision as recorded at the Cottonwood County Recorder's Office; thence South 89 Degrees 58 Minutes 08 Seconds East along the North line of Said Lot 4 a distance of 170.50 feet; thence North 17 Degrees 04 Minutes 23 Seconds East a distance of 200.15 feet; thence North 89 Degrees 58 Minutes 08 Seconds West parallel with the North line of said Lot 4 a distance of 166.08 feet to the Easterly right-of-way line of the Union Pacific Railroad; thence South-Southwest along said right-of-way line and along a curve, concave to the East-Southeast, with a radius of 2,827.58 feet and an arc distance of 201.53 feet, to the point of beginning.

The tract contains 0.74 acres and is subject to existing easements of record, if any.

#### PARCEL 2:

##### Parcel No. 25-025-3900

That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 25, Township 105 North, Range 36 West of the 5<sup>th</sup> P.M., in the City of Windom, Cottonwood County, Minnesota, bounded and described as follows: Beginning at the intersection of the East line of First Avenue with the Easterly extension of the South line of Ninth Street; thence South along the East line of said First Avenue a distance of 380 feet; thence East along a line parallel to the Easterly extension of the South line of said Ninth Street, a distance of 50 feet, more or less, to a point that is 9 feet Southwesterly of as measured radially from the center line of the curved segment of Spur Track I.C.C. No. 104 of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, as said spur track is now located and established; thence Northwesterly along a line parallel with the center line of the curved segment of said spur track to a point that is 8.5 feet Westerly of, as measured at right angles from the southerly extension of the tangent segment of the center line of said Spur Track; thence Northerly along a line parallel with the center line of said spur track to the Easterly extension of the South line of said Ninth Street; thence West along the Easterly extension of the South line of said Ninth Street a distance of 40 feet, more or less, to the point of beginning.

#### AND

##### Parcel No. 25-025-3901

A strip of ground commencing at a point in First Avenue, on the South line of Ninth Street, 55 feet East of the Northeast corner of Block 2 in the Original Plat of the Village (now City) of Windom in Cottonwood County, Minnesota, as the point of beginning; thence East along the South line of said Ninth Street 15 feet, to the Railroad right-of-way of the Chicago, St. Paul, Minneapolis & Omaha Railroad Company, being the East line of said First Avenue; thence South along the East line of said First Avenue 175 feet; thence West parallel to said South line of Ninth Street 15 feet; thence North 175 feet to the point of beginning.

## SCHEDULE B

### Business Subsidy Agreement

**THIS AGREEMENT**, made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Windom, a home rule charter city under the laws of the State of Minnesota (hereinafter referred to as the "City"), having its principal office at 444 Ninth Street, Windom, Minnesota 56101, and New Vision Cooperative, a Minnesota cooperative (hereinafter referred to as the "Redeveloper"), having a business address at 38438 210th Street, Brewster, Minnesota 56119.

#### WITNESSETH:

**WHEREAS**, the Redeveloper and the City have entered into a Contract for Private Redevelopment dated as of \_\_\_\_\_, 2016, (the "Contract") pursuant to which the Redeveloper has agreed to undertake certain demolition, remediation and site preparation activities and to construct new improvements on certain property (the "Property") within the City of Windom, Minnesota; and

**WHEREAS**, in order to induce the Redeveloper to undertake such activities, the City has agreed in the Contract to provide certain assistance to the Redeveloper through its payment of a portion of the cost of such activities; and

**WHEREAS**, Minnesota Statutes, Sections 116J.993 to 116J.995, provide 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 and the Redeveloper agreed in the Contract that they would enter into this Business Subsidy Agreement to satisfy the requirement of 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, a home rule charter city under the laws of the State of Minnesota.

“Benefit Date” means the first date that the City makes a reimbursement payment to the Redeveloper under Section 3.3 of the Contract.

"City" means the City of Windom, Minnesota.

"Contract" means the Contract for Private Redevelopment between the City and the Redeveloper dated as of \_\_\_\_\_, 2016.

"Property" means the real property defined and the “Redevelopment Property” in the Contract.

"Redeveloper" means New Vision Cooperative, a Minnesota cooperative, its successors and assigns, and any future owners of the Redevelopment Property.

"Site Improvements" means the undertaking of certain demolition, remediation, and site preparation and construction of new improvements by the Redeveloper pursuant to the Contract.

"State" means the State of Minnesota.

“Subsidy” means the amount of the City’s reimbursements made under Section 3.3 of the Agreement.

## ARTICLE II

### **Job and Wage Goals; Required Provisions**

Section 2.1. **Employment and Wage Requirements.** Following a public hearing on the matter, the City has determined that jobs and wages are not goals sought to be achieved under the Contract. Therefore, there are no wage and job goals to be met by the Redeveloper.

Section 2.2. **Reports.** The Redeveloper 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 Redeveloper 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, 2017, and continuing until 30 days after expiration of the five-year period described in Section 2.3; or 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 Developer regarding the required forms. If the Redeveloper fails to timely file with the City any report required under this Section, the City will mail the Redeveloper a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Redeveloper fails to

provide a report, the Redeveloper 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 Redeveloper's obligations under this Agreement shall be continuing and the Redeveloper shall continuously operate its business operations on Parcel 1 within the City, for the purposes described in the Contract, 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) The Subsidy is being provided for the public purpose of eliminating blighted and dilapidated buildings on property located within the City.
- (b) The Subsidy is being financed with tax increment generated from the City's Tax Increment District No. 1-20, a redevelopment tax increment district.
- (c) The Redeveloper has no parent corporation.
- (d) The following is a list of all financial assistance from all other state or local government agencies: None.

### ARTICLE III

#### Default

Section 3.1. Defaults Defined. It shall be a default under this Agreement if the Redeveloper fails to comply with any term or provision of this Agreement, and fails to cure such failure within thirty (30) days following written notice to the Redeveloper 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 Redeveloper 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 Developer 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 Redeveloper is due accruing from the Benefit Date. The term "pro rata share" means if the failure relates to a failure to continue operations in the City in accordance with Section 2.3, sixty (60) less the number of months of operation (where any month in which the improvements on Parcel 1 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 Redeveloper 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 Redeveloper under this Agreement, the Redeveloper shall be liable to the City for the reasonable fees of such attorneys and such other expenses so incurred by the City; provided, that the Redeveloper shall only be obligated to make such reimbursement if the City prevails in such collection or enforcement action.

## ARTICLE IV

### Miscellaneous

Section 4.1. Provisions of Agreement Not Affected. Except as expressly provided herein, 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 Redeveloper 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 Redeveloper 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.



NOTICE OF PUBLIC HEARING

CITY OF WINDOM, MINNESOTA  
2016-2020 CAPITAL IMPROVEMENT PLAN  
AND NOTICE OF INTENTION TO ISSUE  
CAPITAL IMPROVEMENT BONDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Windom, Minnesota (the "City") will meet on Tuesday, June 7, 2016, at 7:30 p.m., at the Windom City Hall, 444 Ninth Street in Windom, Minnesota, in part to hold a public hearing concerning (1) the proposal to adopt a capital improvement plan pursuant to *Minnesota Statutes*, Section 475.521; and (2) the proposed issuance of general obligation bonds (the "Bonds"). The Bonds will be in an amount not to exceed \$3,650,000 and will be used to construct a new structure to house the fire department and ambulance service for the City.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the City in the last general election, is filed with the City Administrator within 30 days after the public hearing (i.e., by July 7, 2016), the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

A copy of the plan is available for inspection in the City Administrator's Office, City Hall, 444 Ninth Street, Windom, Minnesota, 56101. Questions or comments may be directed to the City Administrator's Office at 507-831-6129.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Administrator before the hearing.

Dated: May 18, 2016

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

/s/ Steve Nasby  
City Administrator

## RESOLUTION # 2016-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT  
NOT TO EXCEED \$3,650,000 AND ADOPTING THE CITY OF WINDOM, MINNESOTA,  
CAPITAL IMPROVEMENT PLAN FOR 2016 THROUGH 2020  
UNDER MINNESOTA STATUTES, SECTION 475.521**

---

A. **WHEREAS**, the City Council of the City of Windom, Minnesota (the "City") proposes to adopt the City of Windom, Minnesota, Capital Improvement Plan (the "Plan") and to issue its general obligation capital improvement plan bonds (the "Bonds") described in the Plan; and

B. **WHEREAS**, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

C. **WHEREAS**, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the public hearing as required by law; and

D. **WHEREAS**, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

E. **WHEREAS**, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

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

1. The amended Plan is hereby in all respects approved.

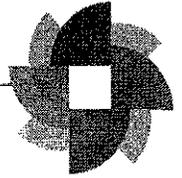
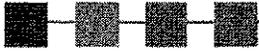
2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.

3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$3,650,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Administrator by July 7, 2016, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Adopted this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Corey J. Maricle, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator



April 19~~March 15~~, 2016

2016 through 2020  
Five-Year Capital Improvement Plan  
City of Windom, Minnesota



Prepared by:

City Staff

and

Ehlers

Todd Hagen, CIPMA  
VP/Senior Municipal Advisor

Rebecca Kurtz, CIPMA  
VP/Senior Municipal Advisor

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## SECTION I: Introduction

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In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the usual referendum requirement (except for the so-called “reverse referendum” described in Section III). The CIP Act applies to capital improvements consisting of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “capital improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means, and are not governed by this plan.

## SECTION II: Purpose

---

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of five years or more. For the purposes of the CIP Act, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”) is a document designed to anticipate capital improvement expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost effective method possible. A CIP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Windom, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times good planning is essential for the wise use of limited financial resources.

The Capital Improvement Plan is designed to be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

## SECTION III: The Capital Improvement Planning Process

---

The process begins with analysis of the City's five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at an early stage, if desired.

The City Council then directs staff or consultants to prepare a plan that sets forth the estimated schedule, timing and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and the sources of revenue for the improvement. The City Council then holds a public hearing on the CIP, with notice published not more than 30 days and not less than seven days for the hearing (except as described below). The Council may either approve the CIP immediately after the hearing, or based on input may make revisions and approve the CIP at a later meeting.

If the CIP calls for general obligation bonds to finance certain improvements, the City Council must follow an additional set of procedures. The Council must hold a public hearing regarding issuance of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site. (The public hearings on the CIP and the bonds may be combined into a single hearing, in which case the notice requirements for bonds must be followed.)

The Council must approve the sale of CIP bonds by a 3/5ths vote of its membership. However, the bonds are subject to a so-called "reverse referendum". If a petition signed by voters equal to at least five percent of the votes cast in the City in last general election is filed with the City Clerk within 30 days after the public hearing regarding the bonds, the bonds may not be issued unless approved by the voters (by a majority of those voting on the question). Further, the maximum debt service in any year on all outstanding CIP Bonds is .16% of the estimated market value of property in the City, using the estimated market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and bonds have been authorized, the City works with its financial advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, the expenditures for specified capital improvements can be made.

In subsequent years, the process is repeated as expenditures are completed and as new needs arise. Capital improvement planning looks five or more years into the future from the date of the CIP.

## SECTION IV: Project Summary

---

The only capital improvements contemplated in the five-year period of this plan (2016 through 2020) is the construction of a new structure to house the fire department and ambulance service for the City (the “Emergency Services Facility”), through issuance of general obligation capital improvement plan bonds (referred to as the “CIP Bonds”).

The City proposes to finance the construction of the Emergency Services Facility through issuance of CIP Bonds under the CIP Act and this CIP. The proposed CIP Bonds would be issued in 2016, in a principal amount not to exceed \$3.65 million.

The CIP Act requires the City Council to consider eight factors in preparing the CIP:

1. Condition of the City’s existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvements.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to construction of the Emergency Services Facility through issuance of the CIP Bonds. The findings are as follows:

Windom's existing fire hall is over 40 years old, contains just six bays and has only very limited support area. The total area in the existing facility is only 4,100 square feet. The existing fire hall space is so small numerous pieces of equipment are stored off-site; however, this space also houses a portion of the Windom Ambulance Services with two ambulance units (in separate garages) with a third ambulance located off-site. Equipment scattered among several different locations across the community leads to inefficiencies in the delivery of emergency services and creates slower response times.

The fire hall no longer accommodates the quantity or size of equipment required by today’s average fire department. The Fire Department is currently storing fire-fighting and rescue equipment in several locations throughout the city. Due to the storage inadequacies, when emergency calls are received, equipment is not always readily accessible by the department. The fire hall’s shortcomings include its inability to adequately accommodate the department’s equipment; its inability to provide sufficient space for rapid, unhindered movement of firefighters and EMTs within the facility; and its inability to provide sufficient space to prevent accidental interaction between firefighters, EMTs and equipment, thereby creating serious safety issues. Because of the size of the confined space and the close proximity of firefighters, EMTs and equipment there are also air quality issues.

The Fire Department, Ambulance Service and City Council have identified the need to replace the fire hall that was originally built in 1964. At the May 19, 2015 City Council meeting the City Council adopted the Emergency Services Facility project as its #1 priority.

The Windom Fire District provides fire services to the City of Windom, City of Wilder, City of Bingham Lake and ten townships located in Cottonwood and Jackson counties consisting of 190.5 square miles of rural township area. The Windom Ambulance service area is over 215 square miles in area and serves three municipalities.

The City's Fire Department is comprised of 31 volunteer firefighters and operates 14 pieces of equipment that need to be stored in a central location to facilitate optimum response times. The Ambulance service has 17 volunteer EMTs and operates 3 rigs, which made over 700 runs in 2015 so these are critical services for the protection of the public health, safety and welfare.

Other than such construction, the City does not anticipate any other projects to be financed under this CIP in the 2016 through 2020 period.

### Conditions of City Infrastructure and Need for the Project

The current structure is in fair condition with continued space problems and access to adequate space for equipment, response, meetings and personnel. The amount of space is inadequate to meet the needs of even one department let alone serve as a basis of operations for two emergency services. The location of the proposed new facility keeps these critical emergency services in a central location. The projected completion date will be 18 months after the City has issued any debt.

### Demand for Project

As the City continues to grow and more demands for emergency services are responded to by fire and ambulance, the current space limitations will only continue to become more of an issue with limited the size and amount of equipment needed to deliver quality services. Building improvements are beyond required, and serious consideration will need to be given if a new facility is not built in the next few years.

### Estimated Cost of the Project

The Emergency Services Facility is estimated to cost \$4,500,000. Staff is anticipating that the City Council will apply \$1 million in Ambulance Funds that have been set aside to lower the borrowing amount before the issuance of bonds (bond issue in an amount not to exceed \$3,650,000). Grants and state bonding monies will be sought but are not guaranteed. The amount of bonds to be issued will be reduced to the extent the City receives financial assistance from the state of Minnesota. The City of Windom has also worked with other members of the Fire and Ambulance Service districts to contribute up to \$30,000 annually towards the debt service on this facility.

### Availability of Public Resources

The CIP Bonds for construction of the Emergency Services Facility would be paid with ad valorem taxes, transfers from enterprise funds, contributions from other members of the service districts and possibility reserves. However, the CIP Bonds will be additionally secured by the City's full faith and credit, which is expected to produce lower interest rates on the CIP Bonds compared to the limited other options available to finance this type of project.

The bond proceeds are proposed to be paid for in part by shifting capital levy dollars toward a portion of the retiring debt.

### Level of Overlapping Debt

The City has no outstanding CIP debt. Below is a chart with the debt of other taxing jurisdictions in the City.

Taxing District <sup>1</sup>	2015/16 Taxable Net Tax Capacity	% In City	Total G.O. Debt	City's Proportionate Share
Cottonwood County	\$32,167,439	6.0261%	\$450,000	\$21,117
I.S.D. No. 177 (Windom)	7,758,139	24.9859%	8,210,000	2,051,342
<b>City's Share of Total Overlapping Debt</b>				<b>\$2,072,459</b>

### Relative Costs and Benefits of Alternative Uses of the Funds

The space limitations with the current facility and need for major renovation and maintenance make this project necessary for the City. There are no significant alternatives for funds designated for this project.

### Operating Costs of the Proposed Improvement

A new larger facility will realistically require higher maintenance expenditures, but these additional maintenance costs will be mitigated to some extent by replacing an older facility with newer more efficient systems and the possible sale or reuse of the old facility. In other respects, no changes to operating costs are expected under this CIP.

### Alternatives for Shared Facilities with Other Cities or Local Government

Sharing the Emergency Services Facility with another community is not an option as the City of Windom is already providing coverage for fire protection to three communities and 10 townships covering 190.5 square miles and ambulance coverage for over 215 square miles. Provision of public safety relies on immediate response times in emergencies and having a shared facility outside of the community would seriously jeopardize response times and public safety. In addition, all of the surrounding communities outside of the Windom Fire and Ambulance District have their own fire departments.

<sup>1</sup> Only those taxing jurisdictions with general obligation debt outstanding are included in this section. Does *not* include non-general obligation debt, self-supporting general obligation revenue debt, short-term general obligation debt, or general obligation tax/aid anticipation certificates of indebtedness.

## SECTION V: Financing the Capital Improvement Plan

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The total principal amount of requested expenditures under this Capital Improvement Plan is \$4,500,000 less any upfront cash contribution plus any costs of debt issuance and any capitalized interest. This amount represents the maximum principal amount of CIP Bonds that may be issued to \$3,650,000. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds and/or other monies, further shown in Appendix A.

In the financing of the Capital Improvement Plan, two significant statutory limitations apply.

1. Under Chapter 475, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's estimated market value for the municipality. In the City, the estimated market value is \$221,320,800. Therefore, the total amount of outstanding debt cannot exceed \$6,639,624 (These values are for 2015/16 tax year). As of ~~April 19~~ March 15, 2016, the City has \$335,000 subject to the legal debt limit (this amount includes the Equipment Portion of the Series 2013B Bonds). As such, issuance of the CIP Bonds will be well within the overall statutory debt limit for the City.
2. A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$354,113 for the 2015/16 tax year ( $\$221,320,800 \times .0016$ ). The annual principal and interest payments on the CIP Bonds proposed to be issued under this CIP will average approximately \$243,124. As such, debt service on the CIP Bonds will be well within the annual limits under the CIP Act.

Details regarding the proposed terms of the CIP Bonds under this CIP are shown in Appendix A. The City is contemplating three bonding options (i.e., 20-year competitive sale, 3-year temporary bond sale, and a 40-year USDA loan to take-out the temporary bond after project completion). All three bond amounts will not exceed the maximum principal amount of CIP Bonds referred to above. A schedule of events for approval of the CIP and issuance of the CIP Bonds is shown in Appendix B; and the resolution calling the public hearing, form of the public hearing notice, and resolution approving the CIP are shown in Appendix C.

### Continuation of the Capital Improvement Plan

This Capital Improvement Plan should be reviewed as needed by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

# Appendix A

## Proposed CIP Bond Issue

### City of Windom, Minnesota

\$3,650,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates plus 25bps

### Sources & Uses

Dated 06/15/2016 | Delivered 06/15/2016

#### Sources Of Funds

Par Amount of Bonds	\$3,650,000.00
Ambulance Funds	1,000,000.00
<b>Total Sources</b>	<b>\$4,650,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	43,800.00
Costs of Issuance	44,000.00
Deposit to Capitalized Interest (CIF) Fund	59,527.46
Deposit to Project Construction Fund	4,500,000.00
Rounding Amount	2,672.54
<b>Total Uses</b>	<b>\$4,650,000.00</b>

## City of Windom, Minnesota

\$3,650,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates plus 25bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	CIF	Total P+I	Net New D/S	Fiscal Total
06/15/2016	-	-	-	-	-	-	-
02/01/2017	-	-	59,527.46	(59,527.46)	59,527.46	-	-
08/01/2017	-	-	47,411.25	-	47,411.25	47,411.25	-
02/01/2018	150,000.00	1.250%	47,411.25	-	197,411.25	197,411.25	244,822.50
08/01/2018	-	-	46,473.75	-	46,473.75	46,473.75	-
02/01/2019	150,000.00	1.400%	46,473.75	-	196,473.75	196,473.75	242,947.50
08/01/2019	-	-	45,423.75	-	45,423.75	45,423.75	-
02/01/2020	150,000.00	1.600%	45,423.75	-	195,423.75	195,423.75	240,847.50
08/01/2020	-	-	44,223.75	-	44,223.75	44,223.75	-
02/01/2021	155,000.00	1.750%	44,223.75	-	199,223.75	199,223.75	243,447.50
08/01/2021	-	-	42,867.50	-	42,867.50	42,867.50	-
02/01/2022	160,000.00	1.850%	42,867.50	-	202,867.50	202,867.50	245,735.00
08/01/2022	-	-	41,387.50	-	41,387.50	41,387.50	-
02/01/2023	160,000.00	2.050%	41,387.50	-	201,387.50	201,387.50	242,775.00
08/01/2023	-	-	39,747.50	-	39,747.50	39,747.50	-
02/01/2024	165,000.00	2.150%	39,747.50	-	204,747.50	204,747.50	244,495.00
08/01/2024	-	-	37,973.75	-	37,973.75	37,973.75	-
02/01/2025	165,000.00	2.300%	37,973.75	-	202,973.75	202,973.75	240,947.50
08/01/2025	-	-	36,076.25	-	36,076.25	36,076.25	-
02/01/2026	170,000.00	2.400%	36,076.25	-	206,076.25	206,076.25	242,152.50
08/01/2026	-	-	34,036.25	-	34,036.25	34,036.25	-
02/01/2027	175,000.00	2.500%	34,036.25	-	209,036.25	209,036.25	243,072.50
08/01/2027	-	-	31,848.75	-	31,848.75	31,848.75	-
02/01/2028	180,000.00	2.650%	31,848.75	-	211,848.75	211,848.75	243,697.50
08/01/2028	-	-	29,463.75	-	29,463.75	29,463.75	-
02/01/2029	185,000.00	2.750%	29,463.75	-	214,463.75	214,463.75	243,927.50
08/01/2029	-	-	26,920.00	-	26,920.00	26,920.00	-
02/01/2030	190,000.00	2.850%	26,920.00	-	216,920.00	216,920.00	243,840.00
08/01/2030	-	-	24,212.50	-	24,212.50	24,212.50	-
02/01/2031	195,000.00	2.950%	24,212.50	-	219,212.50	219,212.50	243,425.00
08/01/2031	-	-	21,336.25	-	21,336.25	21,336.25	-
02/01/2032	200,000.00	3.050%	21,336.25	-	221,336.25	221,336.25	242,672.50
08/01/2032	-	-	18,286.25	-	18,286.25	18,286.25	-
02/01/2033	205,000.00	3.150%	18,286.25	-	223,286.25	223,286.25	241,572.50
08/01/2033	-	-	15,057.50	-	15,057.50	15,057.50	-
02/01/2034	215,000.00	3.250%	15,057.50	-	230,057.50	230,057.50	245,115.00
08/01/2034	-	-	11,563.75	-	11,563.75	11,563.75	-
02/01/2035	220,000.00	3.350%	11,563.75	-	231,563.75	231,563.75	243,127.50
08/01/2035	-	-	7,878.75	-	7,878.75	7,878.75	-
02/01/2036	225,000.00	3.400%	7,878.75	-	232,878.75	232,878.75	240,757.50
08/01/2036	-	-	4,053.75	-	4,053.75	4,053.75	-
02/01/2037	235,000.00	3.450%	4,053.75	-	239,053.75	239,053.75	243,107.50
<b>Total</b>	<b>\$3,650,000.00</b>	<b>-</b>	<b>\$1,272,012.46</b>	<b>(59,527.46)</b>	<b>\$4,922,012.46</b>	<b>\$4,862,485.00</b>	<b>-</b>

## Appendix B

### Pre-Sale Schedule dated January 21, 2016 For the Sale of G.O. Capital Improvement Plan Bonds

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Capital Improvement Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Capital Improvement Plan.
- City Council approves Bonds and Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.

The table below lists the steps in the issuing process:

02/16/16	City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Capital Improvement Plan to be held on March 15, 2016.
02/19/16	Close date to get Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan to official newspaper (Cottonwood County Citizen) for publication.
02/24/16	Publish Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan (publication no more than 28 days and no less than 14 days prior to hearing date). Additionally, notice may be posted on the City's official web site, if any.
03/15/16	City Council <del>tabled holds</del> Public Hearing at 7:30 p.m. on Bonds and on Capital Improvement Plan and <del>reconvenes</del> Public Hearing to be held on April 19, 2016 <del>adopts Resolution giving preliminary approval for their issuance and approving Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.</del>
03/25/2016	<u>Close date to get Notice of reconvened Public Hearing on issuance of Bonds and on Capital Improvement Plan to official newspaper (Cottonwood County Citizen) for publication.</u>
03/30/2016	<u>Publish Notice of reconvened Public Hearing on issuance of Bonds and on Capital Improvement Plan (publication no more than 28 days and no less than 14 days prior to hearing date). Additionally, notice may be posted on the City's official web site, if any.</u>
04/19/2016	<u>City Council holds reconvened Public Hearing at 7:30 p.m. on Bonds and on Capital Improvement Plan and adopts Resolution giving preliminary approval for their issuance and approving Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.</u>
05/19/04/14/16	Reverse referendum period ends (within 30 days of the public hearing).
TBD	Estimated date for Construction Bid opening.
TBD	City Council approves construction bids.
Early April or 05/23/16	State passes Bonding Bill.
TBD	City Council reviews Pre-Sale Report and sets a date for the Bond sale.
TBD	Rating Agency call is completed.
TBD	Council Meeting to Award Sale of Bonds.

TBD	Tentative closing/receipt of funds.
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Net Debt Limit		Annual Levy Limit	
Assessor's Estimated Market Value	221,320,800	Assessor's Estimated Market Value	221,320,800
Multiply by 3%	0.03	Multiply by .16%	0.0016
Statutory Debt Limit	6,639,624	Statutory Levy Limit	354,113
Less: Debt Paid Solely from Taxes	(3,985,000)	Less: Annual Levy under CIP	(243,124)
Unused Debt Limit	2,654,624	Unused Levy Limit	110,989

\*These values are for Pay 2015/16

# MEMORANDUM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council

**FROM:** City Administrator and EDA Executive Director

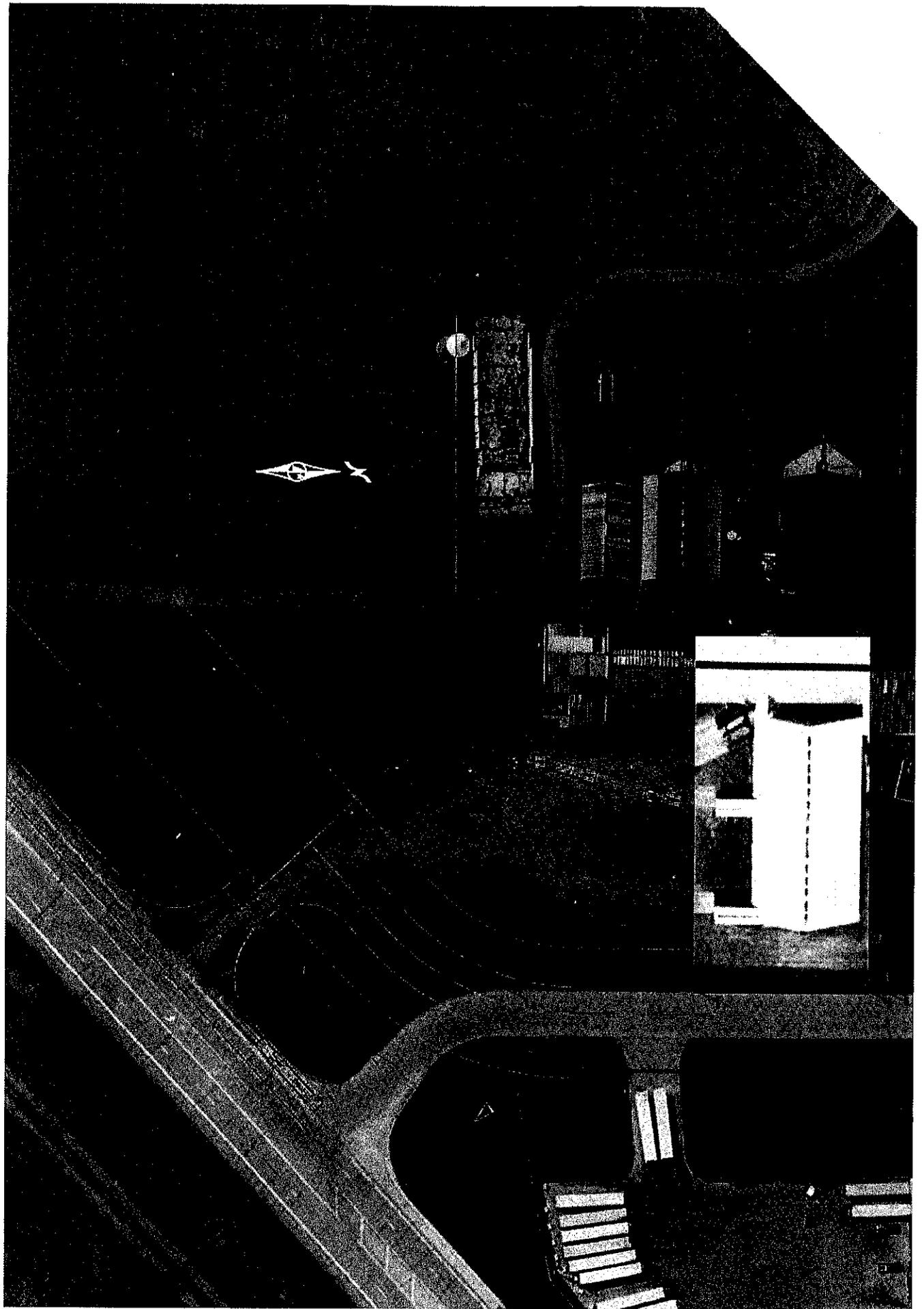
**DATE:** June 2, 2016

**RE:** East Highway 60 Access Management Presentation

Representatives from MN DOT will be presenting information along with City staff on possible access management options on East Highway 60 from John Caldwell Drive to Dollar General.

There is a request from a new business that has raised the access issue. City staff and MN DOT have met with the businesses and talked to landowners in the targeted area.

Presentation materials will be sent out as a separate item along with the City Council packet and also be on the City's website.



## RESOLUTION #2016-

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE EMERGENCY SERVICES BUILDING PROJECT**

---

**WHEREAS**, on November 17, 2015, the Windom City Council approved the preparation of plans and specifications for the proposed Emergency Services Building Project; and

**WHEREAS**, on February 22, 2016, consulting Architect Brunton Architects & Engineers presented plans and specifications to the Emergency Services Building Committee for the proposed project; and

**WHEREAS**, the Emergency Services Building Committee recommends to the Windom City Council approval of such plans and specifications and the advertisement of bids for the proposed project.

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

1. Such plans and specifications, which are made a part hereof by reference as if fully set forth herein, are hereby approved and shall be filed in the Office of the City Administrator.
2. The City Administrator shall prepare an advertisement for bids for the making of such improvements, pursuant to the approved plans and specifications, and cause such advertisement to be published in the official paper.
3. Bids will be received and accepted by the City Administrator until 2:00 p.m. on July \_\_\_\_, 2016. At said time, the bids will be publicly opened by the City Administrator and Consulting Architect in the City Hall Council Chambers. Bids will then be tabulated and will thereafter be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. The bid for such improvements may be awarded on or before August 1, 2016, at the City Council Meeting scheduled for 7:30 p.m.

Adopted by the Council this 7th day of June, 2016.

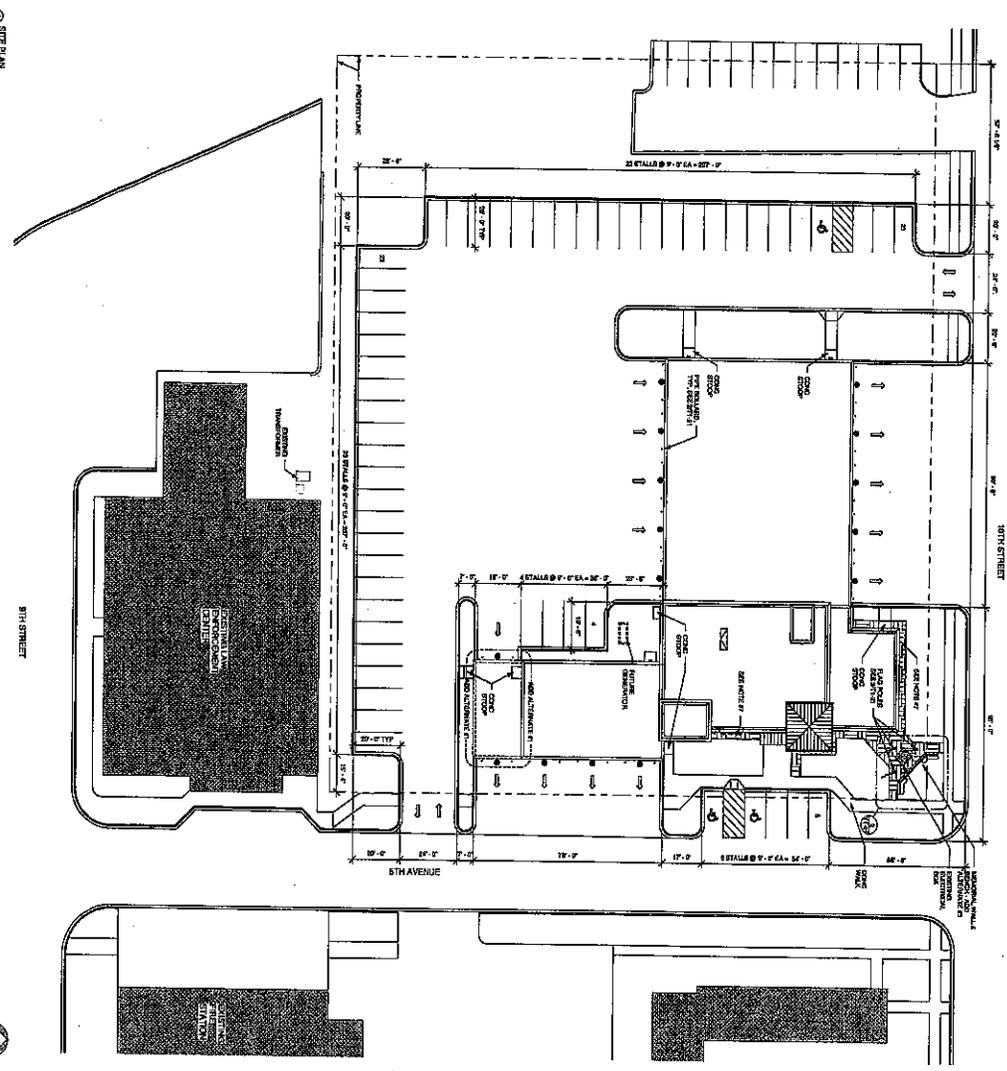
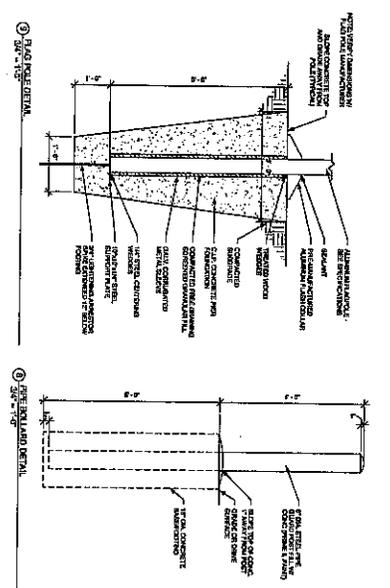
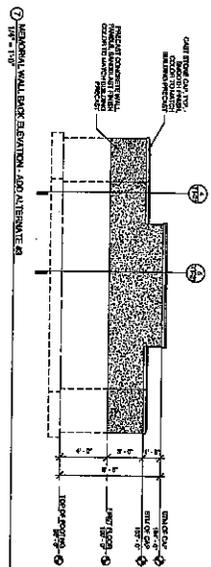
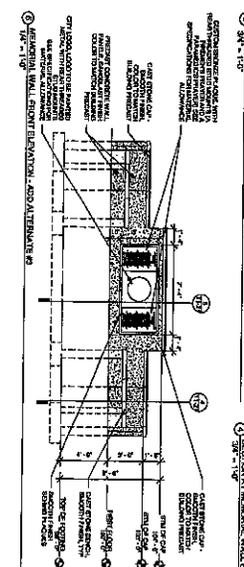
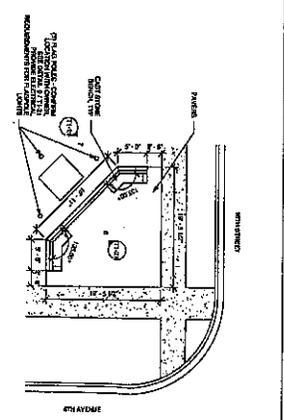
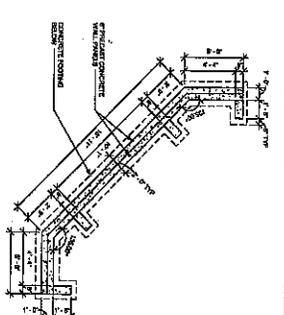
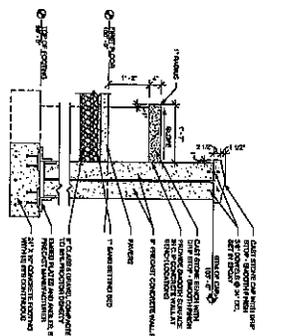
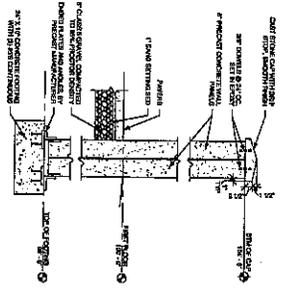
\_\_\_\_\_  
Corey J. Maricle, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator





- SITE PLAN NOTES:**
1. PROJECT LOCATION: 2000 WINDOM AVENUE, WINDOM, MN 55391.
  2. PROJECT NO.: 17-21.
  3. SHEET NO.: 17-21.
  4. DATE: 02-11-18.
  5. DESIGNER: BRUNTON ARCHITECTS & ENGINEERS, 225 BELGRADE AVENUE, NORTH MANKATO, MN 56005.
  6. CONTRACTOR: [REDACTED]
  7. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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  56. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BALCONY CROSSWALK CROSSWALK UNLESS OTHERWISE NOTED.
  57. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STAIR CROSSWALK CROSSWALK UNLESS OTHERWISE NOTED.
  58. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ELEVATOR CROSSWALK CROSSWALK UNLESS OTHERWISE NOTED.
  59. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RAMP CROSSWALK CROSSWALK UNLESS OTHERWISE NOTED.
  60. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB CUT CROSSWALK CROSSWALK UNLESS OTHERWISE NOTED.





Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses 7-1-16

Name of City or County Issuing Liquor License Windom License Period From ~~\_\_\_\_\_~~ To: 12-31-16

Circle One  New License  License Transfer \_\_\_\_\_ Suspension  Revocation  Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (circle all that apply)  On Sale Intoxicating  Sunday Liquor  3.2% On sale  3.2% Off Sale

Fee(s): On Sale License fee: \$ 2000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Windom Duffy's Inc. DOB ~~\_\_\_\_\_~~ Social Security # ~~\_\_\_\_\_~~  
(corporation, partnership, LLC, or Individual)

Business Trade Name Duffy's Bar & Grill Business Address 705 2nd Ave N City Windom

Zip Code 56101 County Cottonwood Business Phone 507-832-8070 Home Phone 701-212-3849

Home Address 824 12th St S City Montevideo MN Licensee's MN Tax ID # 496057A

Licensee's Federal Tax ID # 81-0894415  
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Craig Allan Mork</u>	<del>_____</del>	<del>_____</del>	<u>824 12th St S</u>
<u>Myron Faye Mollenhauer</u>	<del>_____</del>	<del>_____</del>	<u>15409 Clearwater Bay Road</u>

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes  No ) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: SFM Risk Policy # 74184, 801

I certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at [www.dps.state.mn.us](http://www.dps.state.mn.us).**

## **RESOLUTION #2016-**

**INTRODUCED:**

**SECONDED:**

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

### **RESOLUTION OF APPROVAL OF PREMISE PERMIT**

---

**WHEREAS**, the City of Windom has hereby reviewed the premise permit application as submitted by the Cottonwood County Game & Fish League; and

**WHEREAS**, the City of Windom has no opposition to the issuance of said permit.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Windom hereby approves the premise permit, as submitted by the Cottonwood County Game & Fish League, for lawful gambling at 745 2<sup>nd</sup> Avenue N, Windom, MN.

Adopted by the Council this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Corey J. Maricle, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

Paid 5/25/16 \$23.00  
# 92491

MINNESOTA LAWFUL GAMBLING  
LG214 Premises Permit Application

6/15 Page 1 of 2

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:  
Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Cottonwood Co. Game and Fish Protective League

License Number: 02553

Chief Executive Officer (CEO): Craig Thompson

Daytime Phone: 507-822-6290

Gambling Manager: Robert O'Hanrahan

Daytime Phone: 507-822-1749

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: DUFFY'S

List any previous names for this location:

Street address where premises is located: 745 Second Avenue N.  
(Do not use a P.O. box number or mailing address.)

City: Windom

OR Township:

County: Cottonwood

Zip Code: 56101

Does your organization own the building where the gambling will be conducted?

Yes  No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Bank Midwest Bank Account Number: 202163

Bank Street Address: 245 9th street City: Windom State: MN Zip Code: 56101

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): Game & Fish building Cottonwood County Fair grounds City: Windom State: MN Zip Code: 56101

MN

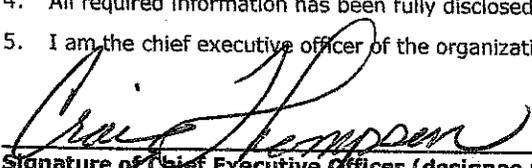
MN

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

<p><b>CITY APPROVAL</b> for a gambling premises located within city limits</p>	<p><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p>
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p><b>Local unit of government must sign.</b></p>	<p><b>TOWNSHIP NAME:</b> _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

**ACKNOWLEDGMENT AND OATH**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
|--|---|

 Signature of Chief Executive Officer (designee may not sign)	_____ Date
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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 your organization's 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.
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This form will be made available in alternative format, i.e. large print, braille, upon request.

## **RESOLUTION #2016-**

**INTRODUCED:**

**SECONDED:**

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

### **AUTHORIZATION TO ACCEPT A DONATION FROM SCHWARTZ FARMS FOR THE WINDOM FIRE DEPARTMENT**

---

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

**WHEREAS**, Schwartz Farms is a supporter of the City of Windom and the Windom Fire Department; and

**WHEREAS**, the City of Windom has recently received a donation from Schwartz Farms of \$100.00 for the Windom Fire Department; and

**WHEREAS**, Schwartz Farms designated the donation is to be used as deemed appropriate by the fire department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation of \$100.00 offered by Schwartz Farms for use by the Windom Fire Department.

Adopted by the Council this 7th day of June, 2016.

\_\_\_\_\_  
Corey J. Maricle, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

## **RESOLUTION #2016-**

**INTRODUCED:**

**SECONDED:**

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

### **AUTHORIZATION TO ACCEPT A DONATION FOR THE WINDOM FIRE DEPARTMENT IN MEMORY OF RAY SARTORIUS**

---

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

**WHEREAS**, Ray Sartorius supported the community and promoted local philanthropy in southwest Minnesota; and

**WHEREAS**, the City of Windom has received a donation In Memory of Ray Sartorius in the amount of \$100.00 for the Windom Fire Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation in the amount of \$100.00 to be used by the Windom Fire Department.

Adopted by the Council this 7th day of June, 2016.

---

Corey J. Maricle, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

# MEMORANDUM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** City Administrator   
**DATE:** May 27, 2016  
**RE:** Master Plan for Windom Municipal Airport

In the fall of 2015 the Windom Airport Commission, Airport Manager and other staff met with representatives of the Federal Aviation Administration (FAA), Minnesota Department of Transportation – Aeronautical Division and the City’s consulting engineers to discuss master planning. We were informed that the master planning is a required element to access any future federal capital improvement funds.

Attached are several items for your review and consideration. First, the scope of work for the proposed Windom Master Plan. According to our consulting engineers (SEH, Inc.) the scope of work has been negotiated with MN DOT and been approved. Second, there is an agreement for an independent review of the proposed master plan fee. Last, is the cost estimate from SEH, Inc. for the master planning work to be completed.

The cost of this project is reimbursed by the FAA for 90% of the cost and MN DOT for 5% of the cost, which leaves the City of Windom with about \$14,000 to fund its share of the project.

**KRAMER** aerotek  
INC AVIATION PLANNING & MARKETING • 580 Utah Avenue, Boulder, CO 80304 • 303.247.1762

May 23, 2016

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

Re: Independent Fee Estimate (IFE) for Windom Municipal Airport Master Plan

Dear Mr. Nasby,

SEH was kind to recommend me to prepare the IFE for Windom's Airport Master Plan. My background is in airport planning. I have worked with several general aviation and commercial airports in Minnesota and have previous experience preparing independent fee estimates. I am attaching a resume to provide more information about me.

This letter can serve as a letter of agreement between the City of Windom, MN (the City) and KRAMER aerotek inc. (the Consultant). The City is hiring the Consultant to prepare an IFE for the Windom Municipal Airport Master Plan, including an Airport Layout Plan.

The City and the Consultant agree to handle the IFE on a flat fee basis of \$2,250, payable to KRAMER aerotek upon delivery of the IFE to the City. This fee includes preparation of the IFE, a letter to the City reporting the results, telephone calls or emails to address any questions, and any requested revisions to the IFE, assuming no major changes to the project scope for the Master Plan/Airport Layout Plan.

The Consultant will deliver the IFE to the City within 14 days of notice to proceed from the City Administrator.

Please confirm that this letter accurately reflects the agreement between the City and the Consultant by signing below and returning one signed copy to me.

Read and Agreed By:

Lois  
Kramer

Digitally signed by Lois Kramer  
DN: cn=Lois Kramer, o=KRAMER  
associates inc. d.b.a. KRAMER  
aerotek inc., ou,  
email=lois@krameraerotek.com,  
c=US  
Date: 2016.05.23 18:04:42 -06'00'

Lois Kramer, CEO  
KRAMER aerotek inc.

Steve Nasby, City Administrator  
City of Windom

**Lois Kramer**  
**KRAMER aerotek inc.**

- **Wyoming Airport Economic Impact Study, 2014.** An analysis of how aviation activity contributes to tax revenues for the State of Wyoming.
- **ACRP Synthesis 57, Airport Response to Special Events, 2014.** A discussion and planning guide to assist small and medium airports with plans for special events that affect activity at airports, but take place in the community or region.
- **ACRP Synthesis 48, How Airports Measure Customer Service Performance, 2013.** This synthesis explores a series of topics related to current customer service practice and performance measurement at U.S. airports.
- **Colorado Economic Impact Study, 2013.** Similar analysis of tax revenues in the State of Colorado. Special additional analysis to estimate the distribution of the **Denver International's** total annual tax impact within and beyond the immediate Denver Metropolitan area.
- **Commercial, General Aviation, and Air Cargo Forecasts, Wisconsin, 2013.** Service analysis and preparation of forecasts for Milwaukee and other airports in the state for Wisconsin Aviation System Plan.
- **Denver International Airport, 2012.** A parking revenue study that examined parking products offered at the airport and customer use of each product (with Oliver Wyman).
- **ACRP Report 77, Guidebook for Developing Airport Business Plans, 2012.** Major contributor to the concept and content of this guidebook to develop and implement an airport business plan.
- **Colorado Statewide Aviation System Plans, 2001, 2006, and 2011.** Evaluation of Colorado airports, general and commercial aviation forecasts, system priorities, performance review, funding alternatives.
- **ACRP Synthesis 19, Airport Revenue Diversification, 2010.** This synthesis informs airport operators, stakeholders, and policymakers about the issues surrounding development of non-aeronautical business on airport property and about the techniques and mechanisms airports are using today to diversify revenue activity at the airport.
- **ACRP Report 28, Marketing Techniques for Small Airports, Principal Investigator, 2010.** This Guidebook provides an introduction to airport marketing, a presentation of seven steps to implement a marketing plan, and a variety of public relations, advertising and networking tools that airports can use. Tools are evaluated for cost, effectiveness, and complexity to implement. In addition, the Guidebook presents additional resources for airport managers including worksheets to prepare a marketing plan, case studies of small airports that have undertaken low cost marketing campaigns, and an annotated bibliography of additional resources. (With Oliver Wyman)
- **Metropolitan Council, Minneapolis St. Paul Regional System Plan, 2009.** Forecasts and peer-to-peer analysis of airports and regional systems undergoing similar changes in the structure and delivery of air transportation. Development and verification of airline performance measures and socioeconomic variables that can be used for predicting future levels of aviation activity at MSP and reliever airports.
- **Wyoming Statewide Airport Inventory and Implementation Plan, 2009.** This system plan was designed to build a development path and investment strategy for Wyoming airports, both general aviation and commercial service. KA prepared forecasts for each airport in the system and evaluated level of service, quality of service, and pricing at Wyoming's commercial service airports.

ARCHITECT/ENGINEER AGREEMENT  
Between

City of Windom

---

(OWNER)

and

Short Elliott Hendrickson Inc.

---

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Windom, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Windom Municipal Airport, entitled:

Master Plan with Airport Layout Plan,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

## ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

## ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:
- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
  - b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
  - c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
    - 1) Travel and subsistence.

- 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

## ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

## ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

## ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
  2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
  3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
  4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
  5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
  10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

#### ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City Administrator  
City of Windom  
44 9<sup>th</sup> Street  
Windom, MN 56101

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Windom**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By  \_\_\_\_\_

Attest \_\_\_\_\_

By \_\_\_\_\_

Attachments: A, B, C

**Attachment A**  
**Windom Municipal Airport (MWM)**  
**Master Plan with Airport Layout Plan**  
**Scope of Work**

**April 2016**

**General** – This master plan study, including an update to Airport Layout Plan (ALP), will evaluate the condition and adequacy of the existing facilities, produce 20-year activity forecasts, recommended improvements, and prepare an implementation plan for the recommended development for the airport.

The existing ALP recently received conditional approval from the Federal Aviation Administration (FAA) of the as-built development and some minor future hangar development. A runway justification report was also recently completed and submitted to the FAA for review. The FAA provided comments which have not been addressed and it is our understanding that the report, in its current form, is the final document. Elements of the runway justification report and the existing ALP will be used to the greatest extent possible when developing the new master plan and ALP associated with this work scope.

The sponsor wishes to complete a Master Plan and ALP that reflect the current usage and evaluate the needs of the airport.

Areas of initial interest include:

1. Runway Length Evaluation – The existing primary runway is 3,599' x 75'. The conditionally approved ALP indicates a primary runway interim length of 4,400' x 75' with an ultimate length of 5,000' x 75'. Runway length alternatives will be evaluated based on existing and potential future forecasted user needs, documented critical aircraft(s) use and operating requirements. Interim and future lengths will also be evaluated.
2. Crosswind Runway - The conditionally approved ALP indicates that the primary runway (17/35) only provides 85.12% wind coverage, below the FAA's recommended minimum of 95%. The crosswind runway alternatives will be evaluated based on the ability to provide a combined runway wind coverage of 95%, accommodate existing and forecasted user needs, and operating length requirements.
3. Hangar Area Development – The Airport Sponsor wishes to evaluate options for hangar area development. There is currently a waiting list for hangars. The sponsor wishes to evaluate options to accommodate existing and future demand.
4. Instrument Landing procedures – The Sponsor wishes to evaluate the current instrument approach procedures and explore options to improve landing minimums.
5. The Airport Sponsor inherited 102.4 acres of land east of the airport with the stipulation that this land can be used only for airport purposes. The sponsor would like to evaluate the potential aeronautical use of this land.
6. Implementation and Funding Plan – The Airport Sponsor wants to prepare a prioritized long-term development plan for a strategic approach to accomplishing airport improvements. This objective includes developing a long-term funding plan for airport improvements.

7. ALP - The Sponsor would like an updated ALP to reflect future airport development plans.
8. AGIS –The Airports Surveying Geographic Information System (Airports GIS) helps the Federal Aviation Administration (FAA) collect airport and aeronautical data to meet the demands of the Next Generation National Airspace System.

The Master Plan will include an airport inventory, activity forecasts, airside and landside facility needs, alternative analysis, environmental overview, and an implementation plan. The recommendations from the Master Plan process will be depicted on an ALP.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Airport Master Plan
2. Airport Layout Plan
3. Exhibit A Property Map
4. AGIS Airport Layout Plan Data Submission
5. Federal Closeout Report

**This work scope includes:**

**Study Element 1: Project Initiation, Coordination and Administration**

**Task 1.1 – Project Scoping and Contract Development** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Windom to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives or areas of interest. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees. The agreement will be provided to the FAA for review and approval prior to a contract being executed.

**Task 1.2 – Client Meetings** - Up to four (4) meetings with the City are included. It is anticipated that these meetings will include appropriate City staff as well as any other local stakeholders as deemed appropriate and selected by the City. It is anticipated that up to four (4) meetings will take place with City at either at the Airport or City Hall, through internet meetings or conference calls. The four meetings may cover the following topics or decision points: 1. Project Kick-Off; 2. Inventory, forecasts, critical aircraft, and preliminary facility recommendations; 3. Facility recommendations, alternatives analysis, and environmental overview; 4. Implementation plan, final master plan, and ALP review. It is anticipated that up to two (2) of the meetings may include a Public Open House during or on the same day as the meeting with the City. Appropriate local and state agencies may also be invited to the Public Open Houses. No public hearings are included in this scope.

**Task 1.3 – Project Coordination** - SEH will maintain contact with the City, MNDOT, and the FAA through e-mail, regular mail, phone, and deliverables. The City, MNDOT, and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet, and build consensus with these groups and also time to make revisions per their recommendations. It is anticipated that up to five (5) meetings will take place with MNDOT and/or the FAA at either of their offices, through internet meetings or conference calls. The five meetings may cover the following topics or decision points: 1. Inventory, forecasts and critical aircraft, and Exhibit ‘A’ Property Map; 2. Facility recommendations; 3. & 4. Alternatives analysis and Environmental overview; 5. Implementation plan, final master plan, and ALP review. The topics and schedule of the coordination

meetings (up to five) will be determined and scheduled as needed throughout the project with input from the City, FAA and MnDOT. In addition, MNDOT and FAA may be invited to the client meetings listed in **Task 1.2**.

**Task 1.4 – Project Administration** – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices

**Task 1.5 – Quality Assurance and Control** – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

**Deliverable: Project scope, agreement, and meetings.**

## **Study Element 2: Airport Master Plan**

The Master Plan (MP) will be prepared in accordance with federal and state guidelines. Advisory Circulars (AC) 150/5300-13A, Airport Design and 150/5070-6B, Airport Master Plans, will be utilized in the development of this Master Plan. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of narrative reports (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the Master Plan. The report will include the items outlined below. The deliverable for this element is stated at the end of this section:

**Task 2.1 – Airport Inventory** - SEH will inventory the existing facilities on the airport including the runways, taxiways, hangars, all aviation buildings, entrance road, fueling facilities, aircraft ramp, automobile parking, etc. Existing services including pilot services, airport businesses, etc., will be included. In addition, built and natural environment, community features, economy and trends will also be documented.

**Task 2.2 – General Aviation (GA) and Business Use Evaluation-** SEH will prepare a pilot, business, and user survey to be mailed to registered aircraft owners, businesses, and identified users within the airport service area. The City will provide SEH a list of existing and potential business users to survey and will provide addresses and contact person for these businesses and any known general aviation users. SEH will guide in the development of this list. The list should contain known users of the airport and businesses who would use the airport if the airport facilities were improved.

SEH will tabulate the results of the user survey and use this information to generate independent forecasts in **Tasks 2.3** and **2.4** and requested facility improvements as part of **Task 2.5**.

**Task 2.3 – General Aviation Activity Forecasts** – SEH will prepare independent forecasts by reviewing historical data including economic indicators such as population and per capita income and the results of the GA and business survey completed in **Task 2.2**. The airport/City will supply historic based aircraft and hangar demand data (waiting lists) for the previous 10 years, if available, along with any other available activity data or trend documentation. Since the airport does not have an air traffic control tower, the Airport Sponsor will be interviewed to help provide information valuable in determining the baseline activity data. Fleet mix, seasonal trends, based

and transient aircraft operations and identification of the existing and forecasted most demanding (critical) aircraft will be included. Existing and available federal, state and local forecasts will also be evaluated and compared to the independent forecasts.

**Task 2.4 - Demand/Capacity Analysis** – The demand determined in the forecasting section will be compared to the existing capacity of the airfield identified in **Task 2.1**.

**Task 2.5 – Facility Development/Recommendations** – All facilities (including, but not limited to, runways, NAVAIDs, weather reporting, instrument approaches, taxiways, aprons, parking lots, fueling, arrival/departure building, airport access, hangars, fencing, security, lighting, etc.) will be compared to forecast demand to evaluate development requirements. Also, rehabilitation, replacement and upgrade projects will be recommended for deteriorating facilities. FAA and State of Minnesota guidance and planning documents including Advisory Circulars and the State Airport System Plan will be utilized in developing the facility recommendations and evaluating alternatives.

**Task 2.6 – Airside Development Alternatives Analysis –**

**Task 2.6.1 – Runway 17/35 Extension Alternative Analysis** – Up to five (5) alternatives will be evaluated for extension of Runway 17/35. This alternative analysis assumes the existing runway orientation will not change. The five alternatives will include a “No Action” alternative, and two alternatives for each runway end. These various alternatives may include shifts of the runway, different approach types, as well as various runway lengths. The existing, future, and/or ultimate runway extension, facilities, and approaches will be evaluated recently updated Airport Design AC 150/5300-13A. Airside development alternatives will also evaluate the zoning impacts of each alternative. If necessary, an RPZ analysis of the future and/or ultimate conditions will be completed and submitted to the FAA (see **Task 4.1**).

**Task 2.6.2 – Crosswind Runway Alternative Analysis** - This task includes time to analyze crosswind runway alternatives that will meet or exceed the FAA recommended combined runway wind coverage of 95%. Analysis of up to three (3) crosswind runway alternatives will be evaluated.

**Task 2.7 – Landside Development Alternatives Analysis** – Up to three (3) alternatives will be evaluated for hangar development. The existing, future, and ultimate hangar development will be evaluated recently updated Airport Design AC 150/5300-13A and hangar demand at the Airport.

**Task 2.8 – Approach and Departure Surfaces Obstacle Action Plan (OAP)** – To maintain clear existing approach and departures surfaces, an OAP will be developed for all unmitigated obstacles. The OAP will identify obstacles as defined in: Table 3-2 of AC 150/5300-13A, *Airport Design* (9/28/2012); FAA Order 8260.3, *United States Standard for Terminal Instrument Procedures (TERPS)*; and 14 CFR Part 77 Imaginary Surfaces. The OAP will summarize and detail unmitigated obstacles, and will identify how and when the surfaces will be cleared and maintained cleared. The OAP will identify the obstacle reference number, type, latitude, longitude, elevation (AMSL), height, surface penetrated, penetration amount, runway, if the obstacle is on or off the airport, if the obstacle is under Sponsor control, proposed maintenance action, and when each of the obstacles will be cleared (i.e. date) and triggering event, if associated with a particular project. Additionally, the OAP will match data that is presented on the ALP Inner Approach Obstruction Tables (**Tasks 3.5 - 3.8**). The

OAP will be incorporated into the CIP (**Task 2.10**) as necessary to plan for mitigation of the identified obstacles, and will identify mitigation that is eligible for federal or state funding and those areas/items that have been previously funded.

**Task 2.9 – Environmental Overview (EO)** – The EO chapter will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. These concerns would be addressed in a formal federal environmental document which is not included in this work scope. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. Field surveys are not included in this scope. Any potential environmental impacts will be identified through use of existing mapping, aerial photography and other readily available Federal, state, regional and local studies and maps. Wetland delineation and cultural resources surveys or other field work associated with environmental concerns are not included in this work scope.

**Task 2.9.1 – Sustainability Plan** – This task includes development of a brief Sustainability Plan addressing solid waste recycling at the airport.

As part of the Sustainability Plan, a brief waste audit will be conducted that includes an evaluation of the volume of solid waste generated, current recycling practices, and current recycling practices as an estimated percent of the total volume of solid waste generated. This evaluation will be completed through phone interview with City staff to discuss current waste and recycling practices at the airport. This will include evaluation of deplaned waste and waste created at airport owned and operated areas. In addition, the user survey identified in **Task 2.2** will gather information from hangar owners to identify material source, amount, and current disposal practices. An on-site waste audit is not included in this scope of work. The evaluation will only consider those tenants that are willing and able to participate in the survey. Current construction and demolition waste practices will also be documented and reviewed.

The Sustainability Plan will identify areas over which the airport has direct control, some level of influence, and areas of little or no influence or control in the collection and disposal of solid waste, yard and food waste (compostables) and construction and demolition (C & D) wastes. The plan will also document sources of waste, type of waste and who "owns" the waste. This information will be documented along with information and evaluation of any existing waste management contracts.

An evaluation will be completed on the feasibility for additional recycling and recommendations and goals to implement the additional recycling and reduce waste generation will be included. These may include recommendations for reducing solid waste generation through logistical changes, lease requirements, purchasing policies, minimum standards, recycling, reuse, etc. These recommendations will also include potential operational and maintenance improvements and/or requirements, including recommended roles and responsibilities.

The plan will evaluate and provide recommendations for cost savings or revenue generation related to waste generation, reuse, recycling, reduction and disposal and will also identify the technical and economic factors affecting the feasibility of recycling at the airport including the local market for recyclable commodities.

A brief written summary of the Sustainability Plan including waste audit (not on-site audit) will be included as a section of the Facility Recommendations chapter.

**Task 2.10 – Capital Improvement Plan (CIP)/Implementation Plan** – A CIP for the development and maintenance projects will be developed that includes estimated project costs, a prioritization discussion, year of implementation or planning levels and events that would support project development and funding as well as projects that should be linked together. Estimated costs will be expressed in 2016 dollars with no adjustments for inflation. A funding plan will be developed for the proposed improvements. The results of this analysis will be presented in a CIP format consistent with MNDOT and FAA requirements.

**Task 2.11 – Executive Summary** – An executive summary of the MP will be developed to summarize the findings and recommendations of the study. The summary will include the items listed in Standard Operating Procedure (SOP) 2.0 Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs), effective date October 1, 2013.

**Deliverables:** FAA, MNDOT, and locally accepted (Airport Sponsor) Master Plan. Review handouts and working papers will be provided prior to each of the meetings outlined in **Tasks 1.2 and 1.3**. Five (5) printed copies and an electronic copy (via FTP website) of each working paper will be provided to City for review two weeks prior to each of the four (4) Client Meetings (**Task 1.2**). Additionally, an electronic copy (via FTP website) of each working paper will be provided to the FAA and MnDOT for review two weeks prior to each of the five (5) Project Coordination meetings (**Task 1.3**). In addition, five (5) printed copies and an electronic copy (via FTP website) of final draft the Master Plan will be submitted to the City for review. One (1) printed copy and an electronic copy (via FTP website) of the final draft report will be submitted to each the FAA and MNDOT for review. Two (2) printed copies and three electronic copies (via CDs) of the final report will be submitted to MNDOT, of which one (1) printed copy and an electronic copy will be forwarded to FAA, and one (1) printed and one(1) electronic copy will be provided to the City. The total deliverables for the Master Plan include 31 printed copies of the report (working drafts and final), and three (3) CDs (electronic copies).

### **Study Element 3: Airport Layout Plan Update**

Elements of the final deliverables will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13A - "Airport Design" and other applicable AC's, Orders, Regulations and Policy Memorandums. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of ALPs (ARP SOP 2.00, effective October 1, 2013) and SOP for FAA review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00, effective October 1, 2013), and MnDOT ALP preparation submittal guidelines (dated 1/18/05) will be utilized in the preparation of the ALP Update.

The ALP set will be developed in color on 22" x 34" sheet size. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum. The ALP set will include the sheets described below. The deliverable for this element is stated at the end of this section:

**Task 3.1 –Title Sheet** - The title sheet will include an airport location and vicinity map, wind roses and wind coverage for the existing runways, airport data table and an index to the ALP set. The airport diagram will be updated as needed to as-built conditions. The most recent and readily available wind data collected at the nearest wind data collection site will be used to determine updated wind coverage. The

magnetic declination for the airport will be updated. The critical aircraft data will also be documented.

**Task 3.2 –Existing Airport Layout Plan Drawing** - The Airport Layout Plan drawing will be a graphic representation of the airport and its “as-built” facilities and will include as a minimum all existing: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail and spacing requirements. A color aerial image will be used as a background. The tables and plan view will be updated to reflect any development completed since the last ALP update. The true bearing of each runway will be updated. Non-standard items will be identified and changes to facilities to correct these items will be developed. Information and tables required per SOP 2.00 will be included.

**Task 3.3 –Proposed Airport Layout Plan Drawing** - The Proposed Airport Layout Plan sheet will be a graphic representation of proposed development and ultimate facility data and will include as a minimum existing and proposed: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail and spacing requirements. The tables included in **Task 3.2** will be updated to reflect the ultimate conditions. If appropriate, this sheet will be combined with Sheet 2.

**Task 3.4 – Airport Airspace Drawing** - This drawing will show obstructions and penetrations to 14 CFR, Part 77 Imaginary Surfaces that are not shown on the Inner Portion of the Approach Surface Drawings. Airspace surfaces will be depicted for the ultimate runway configurations and lengths with a color USGS map as a background. This sheet will include an obstruction data table noting obstructions and penetrations to the Part 77 surfaces as determined from an obstruction survey (**Task 3.10** below), FAA 5010 inspections, visual observation and information gathered from United States Geological Survey (USGS) mapping, Sectional Charts, Approach plates, FAA tower data, and NOAA surveyed obstruction mapping, if available. The plan will be overlain on the USGS map for the area at the scale of 1”=2,000’. The plan will include 50-foot elevation contours on the Part 77 surfaces. The sheet will also include small scale profile views of the ultimate approaches.

**Task 3.5 –Inner Portion of the Approach Surface Drawing – Runway 17 (Fut. 18) Exist., Fut., and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.12** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.6 –Inner Portion of the Approach Surface Drawing – Runway 35 (Fut. 36) Exist., Fut., and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.12** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.7 –Inner Portion of the Approach Surface Drawing – Runway 11 Future Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.12** below. An aerial

photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.8 –Inner Portion of the Approach Surface Drawing – Runway 29 Future Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.12** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.9 –Terminal Area Drawing** - This sheet will show existing and future buildings, taxiways, tie-downs, aprons, and other facilities located in the terminal area. Buildings will be identified by number, ownership, use, and top elevation in a table. The critical aircraft for the apron and building area will also be evaluated and identified.

**Task 3.10 –Land Use Drawing** – The land use drawing will include existing on and off-airport land uses such as agriculture, industrial, residential, undeveloped, etc. Properties within the ultimate airport boundary and in surrounding areas will be identified. The RVZ, crop restriction line, boundaries of local government and public facilities will also be depicted on this sheet. The existing and proposed Airport Zoning will also be depicted on this sheet.

**Task 3.11 –Airport Property Map/Exhibit A** – The airport property map will include existing and proposed land acquisition in both fee and easement. The tables will be updated to include information related to parcels purchased since the last ALP update. Historical property records will be researched to verify existing parcel information and how each parcel was purchased. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. SEH will identify which parcels should be purchased for future development or to protect the existing airport environment. The City will provide the State or FAA project number related to state or federally funded existing airport property. Any state or federal obligations relative to each parcel will also be documented. An airport boundary survey is not included in this effort. Title Opinions for all airport property is included as well as owners and encumbrances reports for adjoining parcels. Encumbrances and all other pertinent information obtained from the reports will be noted. Additionally, the Exhibit A map will note any possible encroachments. Releases of property interests will also be noted. Field work is not included.

A summary of the Exhibit A map will be prepared and will serve as a narrative description of the information on the Exhibit A map (included in the Master Plan Inventory) as well as any required next steps for the Airport Sponsor to aid the sponsor in achieving compliance with applicable grant assurances as of May 2016 based on the results of the Exhibit A map research (Included in Master Plan Facility Recommendations). Copies of the title opinions and owners and encumbrances reports will also be provided to the City, MnDOT and FAA (hard copy and electronic).

**Task 3.12 – Airport GIS (AGIS)** - The purpose of this task is to develop the airport's first GIS dataset, in compliance with the FAA Airports-GIS (AGIS) program and the current versions of FAA Advisory Circulars 150/5300-16, 17, and 18. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include both "safety-critical" (Airspace, Runway & NAVAID data) and "non-safety-critical" (planimetric & topographic

mapping) elements.

AC 150/5300-18, Table 2-1, Column 'Airport Layout Plan' will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the Windom Municipal Airport, at the direction of the Minneapolis Airports District Office, and through the process of defining the Final Project Statement of Work.

This task will be completed by the subconsultant as outlined in the attached Scope of Services and Draft A-GIS Statement of Work (SOW) provided by Quantum Spatial with the additional services provided by SEH as outlined in the following subtasks.

**Task 3.12.1 - FAA Airports-GIS (AGIS) Project Initiation** – SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

**Task 3.12.2 - Project Geodetic Control** – SEH will provide quality control reviews of the Survey & Quality Control Plan.

**Task 3.12.3 – Planimetric & Topographic Basemaps** – SEH will provide quality control reviews of the data.

**Task 3.12.4 – Runway & Navigational Aid Surveys** – SEH will coordinate airport access, provide land surveying oversight, and provide quality control reviews of the data.

**Task 3.12.5 – Airport Airspace Analysis** – SEH will provide quality control reviews.

**Task 3.12.6 - FAR Part 77 Obstruction Analysis** - SEH will provide the ultimate Part 77 surfaces as developed in **Task 3.4** and will create and provide the existing Part 77 surfaces to the subconsultant for use in modeling/analysis. Quality control checks will be completed by SEH in preparation for data use in **Tasks 3.4** through **3.6**.

**Task 3.12.7 – FAA AGIS Data Processing and Submission** – SEH will assist subconsultant by coordinating sponsor-provided airport information and attribute data for inclusion with/completion of AGIS data. SEH will also provide quality control reviews of the completed Final Survey File and Final Project Report prior to AGIS website upload.

**Deliverable:** Airport Layout Plan Set. The final set will be delivered to the FAA, MNDOT and the City. Electronic plans will be prepared using AutoCAD. Draft and review copies will be submitted in paper format only. Two (2) draft copies will be submitted to the City. Up to two (2) copies of the draft ALP will be submitted to MNDOT and one (1) copy of the draft ALP will be submitted to FAA for review. Two (2) printed copies of the final ALP will be submitted to the City. One (1) final printed copy of the final ALP will be provided to the FAA for their records. One (1) printed copy of the final ALP will be submitted to the MNDOT. Electronic copies (via CDs) of the final ALP will be submitted to the City, MNDOT and FAA.

#### **Study Element 4: RPZ Analysis**

Road(s) or other incompatible land uses in the future and/or ultimate Runway Protection Zones (RPZ) will require an FAA RPZ Alternative Analysis if proposed changes to the runway end are proposed. The existing ALP depicts an ultimate runway extension and shift which cause a

relocated RPZ. Should a shift, extension or other development causing a change in location or size of the RPZ remain on the ultimate ALP, an RPZ analysis may be required.

**Task 4.1 – RPZ Analysis** – This task includes preparation and submittal of a Runway Protection Zone (RPZ) alternatives analysis which includes identification of the preferred alternative, evaluation of alternatives including cost estimates, a practicability assessment, an analysis of sponsor control of the land within the RPZ, and other relevant factors for consideration. This task includes time to create and evaluate alternatives for crosswind runway plans as well as time to coordinate with the FAA and submit an RPZ analysis document. The analysis will also be documented in the Master Plan.

Up to 40 hours of time is included in this task to address FAA comments on the analysis. If a more substantial effort is required to address FAA comments, a separate planning grant may be requested or the RPZ analysis may be completed in the formal Environmental Assessment document not included in this work scope

**Study Element 5: Closeout Report**

A grant closeout report will be completed as part of this scope of work.

# Airports GIS Statement-of-Work Aeronautical Survey and Airport Airspace Analysis

## Administrative

Date: **May 24, 2016**

Prepared for: **Windom Municipal Airport (MWM), Windom, Minnesota**

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Sub-Consultant-  
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Mapping:               **Quantum Spatial, Inc.**  
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Proposed Schedule:   **Notice to Proceed       April 2016**  
                                  **Estimated Completion   December 2016**

## Objectives and Background

### Goal

The goal of this project is to perform a Master Plan and aeronautical obstruction survey as required for an Airspace Analysis, with survey data collection and submittal of the survey data for Windom Municipal Airport (MWM) located in Windom, MN. The project will comply with Federal Aviation Administration (FAA) Advisory Circulars (AC) 150/5300-16A, 150/5300-17C, and 150/5300-18B as well as procedures provided in Airports GIS (AGIS). The Aeronautical Airspace with Vertical Guidance will be completed for Existing, Future and Ultimate Runway 17/35 and non-vertically guided operations for Future Turf Runway. The Advisory Circulars identified herein detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

### Scope of Services

The data will encompass feature classes defined in AC150/5300-18B that are defined for collection of this project at Windom Municipal Airport (MWM). The feature classes defined include planimetric detail to support the development of an ALP and Master Plan. The data collection will also include aerial imagery that complies with AC150/5300-17C. The data will be referenced to the National Spatial Reference System (NSRS) using temporary control. This project does not require, and will not establish the PACS and SACS. An obstruction survey and Airport Airspace Analysis (AAA) will be conducted for Existing, Future and Ultimate Runway 17/35 using all applicable vertically guided obstruction identification surfaces. Future Runway 17 end is to be extended 801'. The new runway length will be 4,400'. Ultimate Runway 17 is anticipated to extend an additional 600' for a final total runway length of 5,000'. An obstruction survey and AAA will be conducted for Future Turf Runway using all non-vertically guided identification surfaces. Once validated to conform to FAA specifications in AC150/5300-16A, AC150/5300-17C and AC150/5300-18B, the final project report and data collected will be uploaded to the FAA Airports GIS (AGIS) project page for MWM.

- Aerial Imagery Acquisition Jun 2016
- Field Survey Jul 2016 – Sep 2016
- Imagery Delivery Oct 2016
- Final Mapping Delivery Dec 2016

### Requirements

AC 150/5300-16A *“General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.”*

AC 150/5300-17C *“Standards for Using Remote Sensing Technologies in Airport Surveys.”*

AC 150/5300-18B Change 1 *“General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Airport Survey Data Collection and Geographic Information System (GIS) Standards.”*

AC 150/5300-13A *“Airport Design”*

AC 150/5070-6B through Change 1 *“Airport Master Plans”*

SEH will make maximum use of existing data for the airport which is traceable to the source to meet the requirements of the SOW before undertaking additional data collection. Data collected or proposed for use in a project will meet the tolerances specified in the previously listed AC at the 95 percent confidence level (RMSE) before being used in the project of as part of the required deliverables.

SEH/QSI will submit all data collected and associated required deliverables in the format(s) specified as outlined in the appropriate advisory circular to the sponsor/proponent who will ensure the data is submitted to the FAA Office of Airports, Airport Surveying-GIS Program. All data submissions to the FAA will be through the Airports-GIS website at <https://airports-gis.faa.gov/>.

SEH/QSI will submit, via the A-GIS website and have approved by the FAA/NGS the following required implementation plan(s) prior to commencing fieldwork:

- PACS and SACS are not being established - A Geodetic Control Plan is not required
- Remote Sensing
- Survey and Quality Control

SEH/QSI will submit a final report for each plan as required in the respective advisory circular.

QSI will coordinate with the Airport Management for the flight mission and access to NAVAID facilities.

**Geodetic Control**

PACS & SACS do not exist at this airport. The project will establish temporary geodetic control as required. The temporary Geodetic Control data will be tied to the National Spatial Reference System. A Geodetic Control Plan is not required for this project since PACS and SACS will not be established.

**Project Datums:**

- Minnesota State Plane Coordinate System, South Zone
- North American Datum of 1983/2011 (NAD83 (NSRS2011))
- North American Vertical Datum of 1988 (NAVD88) Feet
- United States Survey Feet
- GEOID12A or the GEOID in effect at the time of the survey

**Imagery**

Per AC 5300-17C, imagery will show full leaf coverage.

Digital Sensor to be used: Z/I Imaging Digital Mapping Camera (DMC)

The following Flight Missions will be performed:

<u>Flying Height</u>	<u>Photo scale</u>	<u>Ground Sample Distance</u>
9,000' AGL	1" = 1,905'	12 inch
2,400' AGL	1" = 508'	6 inch

Area – Entire project area to include all Object Identification Surfaces (OIS) as defined in AC 150/5300-18B, Section 2.7.1

Orthorectified imagery will be submitted for the 1"=1,905' and 1"=508' flight missions. Deliver data and information to FAA per 150/5300-17C, Paragraphs 2.6 and 4.6.

**Survey and Quality Control**

The Obstruction Survey will collect all attributes for safety-critical features. AC 150/5300-18B, Table 2-1, Column Instrument Procedure Development, Column Airport Layout Plan (ALP) and AC 150/5300-

18B, Table 2-1, Column Airport Layout Plan is used as guide.

Conduct Airport Survey and Analysis:

Runway 17/35 (in accordance with runways with Vertical Guidance (-18B, Section 2.7.1.1))

Future Runway 17/35 (in accordance with runways with Vertical Guidance (-18B, Section 2.7.1.1))

Ultimate Runway 17/35 (in accordance with runways with Vertical Guidance (-18B, Section 2.7.1.1))

Future Turf Runway in accordance with runways without Vertical Guidance (-18B, Section 2.7.1.3)

Validate/Determine Runway end positions and elevations against existing FAA/NGS data.

Runway 17/35

Validate the following electronic and visual on airport NAVAIDS:

Runway 17 –REIL

Runway 35 –REIL

Airport Beacon

Validate the following off airport NAVAIDS:

N/A

Collect the following runway Profiles:

Runway 17/35 – Centerline at 50-foot stations

Develop 2-foot elevation contours for the airport property

Validate/Determine Airport Elevation

Validate/Determine Airport Reference Point



**Windom Municipal Airport (MWM)  
Future Runway 17/35 - VG Airspace Analysis Surfaces**



**Windom Municipal Airport (MWM)  
Ultimate Runway 17/35 - VG Airspace Analysis Surfaces**



**Windom Municipal Airport (MWM)  
Future Turf Runway - NVG Airspace Analysis Surfaces**



**Windom Municipal Airport (MWM)  
Revised Mapping Limits - 1"=100' Plan and 2 Foot Contours**



Windom Municipal Airport (MWM) Aeronautical Airspace Analysis

GIS Project Scope

Proposed Runway 17/35

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Airfield	AircraftGateStandPoint	Point	Geographic position of painted stand positions on the stand guidance line usually marked by a yellow crossbar according to aircraft type (e.g., for B-747 A-340)	Y	Not Applicable	Not Applicable
Airfield	AircraftNonMovementArea	Line	Taxiways and apron (ramp) areas not under the control of air traffic.	Y	Photogrammetrically	Quantum Spatial
Airfield	All AirfieldLights	Point	Any lighting located within or near an airport boundary that provides guidance for airborne and ground maneuvering of aircraft.	Y1	Photogrammetrically	Quantum Spatial
Airfield	AirOperationsArea	Polygon	An Operations Area is where security measures are enforced as specified in the airport security program. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas and any adjacent areas (such as general aviation areas) not separated by adequate security systems, measures, or procedures.	N	Not Applicable	Not Applicable
Airfield	All AirportSigns	Point	Signs at an airport other than surface painted signs.	Y1	Photogrammetrically	Quantum Spatial
Airfield	Apron (For all Aprons)	Polygon	A defined area on an airport or heliport, paved or unpaved, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.	Y	Photogrammetrically	Quantum Spatial
Airfield	DeicingArea	Polygon	An aircraft deicing facility is a facility where: (1) frost, ice, or snow is removed (deicing) from the aircraft in order to provide clean surfaces and/or (2) clean surfaces of the aircraft receive protection (anti-icing) against the formation of frost or ice and accumulation of snow or slush for a limited period of time.	Y	Not Applicable	Not Applicable
Airfield	MarkingArea	Polygon	Markings used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. An element of marking whose geometry is a polygon.	Y6	Orthophoto	Quantum Spatial
Airfield	MarkingLine	Line	Markings used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. An element of marking whose geometry is a line.	Y6	Orthophoto	Quantum Spatial
Airfield	MovementArea	Polygon	Runways, taxiways, and other areas of an airport used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.	Y	Photogrammetrically	Quantum Spatial
Airfield	PassengerLoadingBridge	Polygon	A bridge for loading/unloading access to airplanes for passengers and crew.	Y	Not Applicable	Not Applicable
Airfield	RestrictedAccessBoundary	Line	A restricted area boundary identifies areas strictly reserved for use by authorized personnel only.	N	Not Applicable	Not Applicable
Airfield	Runway 17/35	Polygon	A rectangular area on an airport prepared for the landing and takeoff run of aircraft.	Y	Photogrammetrically	Quantum Spatial
Airfield	RunwayArrestingArea	Polygon	Any FAA-approved high energy absorbing material or a specific strength that will reliably and predictably bring an aircraft to a stop without imposing loads that exceed the aircraft's design limits, cause major structural damage, or impose excessive force on its occupants.	N	Not Applicable	Not Applicable

**Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope**

**Proposed Runway 17/35**

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Airfield	RunwayBlastPad	Polygon	A specially prepared surface placed adjacent to the ends of runways to eliminate the erosive effect of the high wind forces produced by airplanes at the beginning of their takeoff rolls.	Y	Not Applicable	Not Applicable
Airfield	RunwayCenterline - Rwy 17/35	Line	Continuous line along the painted centerline of a runway connecting the middle points of the two outermost thresholds. Centerline is composed of many centerline points (see RunwayControlPoint). It is used to calculate grade and line-of-sight criteria.	Y	Survey or Derive	Quantum Spatial
Airfield	RunwayElement - Rwy 17/35	Polygon	A section of the runway surface. The runway surface can be defined by a set of non-overlapping RunwaySegment polygons for pavement management purposes. RunwayElements may overlap Runway and RunwayIntersection features. Use RunwayElement to model the physical runway pavement in terms of surface, material, strength and condition in greater detail than just as a single piece of pavement.	Y	Collect	Quantum Spatial
Airfield	RunwayEnd - Rwy 17	Point	The end of the runway surface suitable for landing or takeoff runs of aircraft. Runway Ends describe the approach and departure procedure characteristics of a runway threshold. The Runway End is the same as the runway threshold when the threshold is not displaced.	Y	Survey	Quantum Spatial
Airfield	RunwayEnd - Rwy 35	Point	The end of the runway surface suitable for landing or takeoff runs of aircraft. Runway Ends describe the approach and departure procedure characteristics of a runway threshold. The Runway End is the same as the runway threshold when the threshold is not displaced.	Y	Survey	Quantum Spatial
Airfield	RunwayHeliPadDesignSurface	Polygon	A three-dimensional surface that is used in runway or heliport/helipad design.	Y	Not Applicable	Not Applicable
Airfield	RunwayInterSection	Polygon	The area in which two or more runways intersect.	Y	Not Applicable	Not Applicable
Airfield	RunwayLabelReferencePoint	Point	The bottom center position of the runway designation marking.	Y	Photogrammetrically	Quantum Spatial
Airfield	RunwayLAHSO	Line	Markings installed on a runway where an aircraft is to stop when the runway is normally used as a taxiway or used for Land and Hold Short Operations (LAHSO) are identified in a letter of agreement with the Air Traffic Control Tower (ATCT). A runway should be considered as normally used for taxiing if there is no parallel taxiway and no ATCT. Otherwise, seek input from ATCT.	Y	Not Applicable	Not Applicable
Airfield	RunwaySafetyAreaBoundary	Polygon	The boundary of the Runway Safety Area (RSA).	N	Derive	SEI Inc
Airfield	Shoulder	Polygon	An area adjacent to the edge of paved runways, taxiways, or aprons providing a transition between the pavement and the adjacent surface, support for aircraft turning off the pavement, enhance drainage, and blast protection.	Y1*	Not Applicable	Not Applicable

**Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope**

**Proposed Runway 17/35**

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Airfield	Stopway	Polygon	An area beyond the takeoff runway, no less wide than the runway and centered upon the extended centerline of the runway, able to support the airplane during an aborted takeoff without causing structural damage to the airplane. It is designated by the airport authorities for use in decelerating the airplane during an aborted takeoff.	N	Not Applicable	Not Applicable
Airfield	TaxiwayElement (All)	Polygon	Defined paths on an airport established for the taxiing of aircraft (excluding apron taxiways) and intended to provide a link between one part of the airport and another.	Y	Photogrammetrically	Quantum Spatial
Airfield	TaxiwayHoldingPositions (All)	Line	A designated position at which taxiing aircraft and vehicles shall stop and hold position, unless otherwise authorized by the aerodrome control tower.	Y	Photogrammetrically	Quantum Spatial
Airfield	TaxiwayIntersection (All)	Polygon	A junction of two or more taxiways (Source: ICAO Annex 14, Volume 1, Aerodromes, Chapter 1, page 5).	Y	Photogrammetrically	Quantum Spatial
Airfield	TouchdownLIROR	Polygon	A load-bearing, generally paved area, normally centered in the Final Approach and Takeoff Area (FATO), or which a helicopter lands or takes off. The Touchdown and Lift-off Area (TLOF) is frequently called a helipad or helideck.	Y	Not Applicable	Not Applicable
Airfield	Wind Cone/Wind Sock	Point	A navigational aid located near the end of each runway which provides wind direction information.	N	Photogrammetrically	Quantum Spatial
Airspace	LandmarkSegment	Line	Features providing geographic orientation near the airport vicinity. The features may or may not have obstruction value. Collect geographic features of landmark value aiding in geographic orientation as individual polyline objects.	Y	Photogrammetrically	Quantum Spatial
Airspace	Obstacle (All)	Point	All fixed (whether temporary or permanent) and mobile objects, or parts thereof, that are located on an area intended for the surface movement of aircraft, penetrating an Obstruction Identification Surface (OIS), or selected as representative object. Use this feature for modeling linear objects as obstacles.	Y	Photogrammetrically/Field Verify	Quantum Spatial
Airspace	ObstructionArea	Polygon	Polygon features penetrating the plane of the obstruction identification surface (OIS) or selected as representative objects. Determine the type of obstructing area by the predominant feature within the grouped area. Penetrating groups of trees, ground, buildings, urban areas, mobile cranes, and agricultural area are the most common types of obstruction areas found within the surfaces of an Airport Airspace Analysis survey.	Y	Photogrammetrically	Quantum Spatial
Airspace	ObstructionIdentSurface	Polygon	A derived imaginary Obstruction Identification Surface defined by the FAA.	Y	Survey or Derive	Quantum Spatial

**Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope**

**Proposed Runway 17/35**

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Airspace	RunwayProtectionArea	Polygon	An area beyond the lakeoff runway under control of airport authorities within which terrain or fixed obstacles may not extend above specified limits. These areas may be required for certain turbine-powered operations, and the size and upward slope of the clearway will differ depending on when the aircraft was certificated.	Y7	Photogrammetrically	Quantum Spatial
<b>CADAstral</b>	Airport Boundary				Exhibit A	SEH Inc
	Airport Parcel				Exhibit A	SEH Inc
	Easements and Right Away				Exhibit A	SEH Inc
<b>ENVIRONMENTAL</b>						
Environmental	EnvironmentalContaminationArea	Polygon	A facility or other locational entity (as designated by the Environmental Protection Agency) that is regulated or monitored because of environmental concerns.	N	Not Applicable	Not Applicable
Environmental	FaunaHazardArea	Polygon	An area where there are hazards due to wildlife activities. This includes bird aircraft strike hazard (BASH) areas, and deer strike areas.	N	Not Applicable	Not Applicable
Environmental	FloodZone	Polygon	Areas subject to 100-year, 500-year and minimal flooding.	Y4	Master Plan	SEH Inc
Environmental	FloraSpeciesSite	Point	The specific location where an individual flora species or an aggregate of flora species has been identified.	Y	Not Applicable	Not Applicable
Environmental	ForestStandArea	Polygon	A forest flora community with similar characteristics.	Y	Photogrammetrically	Quantum Spatial
Environmental	HazardStorageSite	Point	A defined or bounded geographical area designated and used for the storage of contained hazardous materials.	N	Not Applicable	Not Applicable
Environmental	NoiseContour	Polygon	An area that describes the noise attributed to operations. For aircraft operations, the Day/Night average sound level (Ldn) descriptor is typically used to categorize noise levels.	N	Not Applicable	Not Applicable
Environmental	NoiseIncident	Point	A formal complaint by an individual or group regarding excessive noise resulting from airport operations.	N	Not Applicable	Not Applicable
Environmental	NoiseMonitoringPoint	Point	The location of noise sensing equipment or where a noise sample is taken.	N	Not Applicable	Not Applicable
Environmental	SampleCollectionPoint	Point	The physical location at which one or more environmental hazards field samples are collected.	N	Not Applicable	Not Applicable
Environmental	Shoreline	Polygon	The boundary where land meets the edge of a large body of fresh or salt water.	Y1	Not Applicable	Not Applicable
Environmental	Wetland	Polygon	Transitional lands between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. The soils are predominantly saturated with water and the plants and animals that live there are specialized for this ecosystem.	Y4	National Wetland Inventory (NWI)	SEH Inc
<b>GEOSPATIAL</b>						
Geodetic	AirportControlPoint	Point	A control station established in the vicinity of, and usually on, an airport and tied to the National Spatial Reference System (NSRS).	Y	Survey - QSI	Quantum Spatial
	Airport Elevation	Point	The highest point of an airport's usable runways measured in feet from mean sea level (technically, from the vertical datum).	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 17/35	Centerline Perpendicular Points	Point	Same as Above	Y	Survey - QSI	Quantum Spatial

**Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope**

**Proposed Runway 17/35**

Data Set		Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Geodetic - Rwy 35		Displaced Threshold Point	Point		Y	Not Applicable	Not Applicable
Geodetic - Rwy 17		Displaced Threshold Point	Point		Y	Not Applicable	Not Applicable
Geodetic - Rwy 35		Displaced Threshold Point	Point		Y	Not Applicable	Not Applicable
Geodetic		Primary Airport Control Stations (PACS)	Point	A control station established in the vicinity of, and usually on, an airport, and tied directly to the National Spatial Reference System. PACS must be declared PACS by the National Geodetic Survey and must meet the specific siting, construction, and accuracy requirements for PACS.	Y	Existing Data and Survey - QSI	Quantum Spatial
Geodetic		Secondary Airport Control Stations (SACS)	Point	A control station established in the vicinity of, and usually on, an airport, and tied directly to the Primary Airport Control Station. SACS must be declared SACS by the National Geodetic Survey and must meet the specific siting, construction, and accuracy requirements for SACS.	Y	Existing Data and Survey - QSI	Quantum Spatial
Geodetic - Rwy 17		Profile Points	Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 35		Profile Points	Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic		Runway Intersection	Polygon	The area in which two or more runways intersect.	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 17		Stopway Ends	Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 35		Stopway Ends	Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 17		Touchdown Zone Elevation (TDZE)	3D Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic - Rwy 35		Touchdown Zone Elevation (TDZE)	3D Point	Same as Above	Y	Survey - QSI	Quantum Spatial
Geodetic		CoordinateGridArea	Line	A regular pattern of horizontal and vertical lines used to represent regular coordinate intervals along the x and y axis. This grid line can be used to generate an arbitrary grid system which is common on locator maps.	Y	Derive	Quantum Spatial
Geodetic		ElevationContour	Line	Connecting points on the surface of the earth of equal vertical elevation representing some fixed elevation interval.	Y	Photogrammetrically	Quantum Spatial
Geodetic		ImageArea	Polygon	The image foot print or coverage area.	Y	Derive	Quantum Spatial
Structures		Building	Polygon	A three-dimensional structure (i.e. hangars, terminals, etc.) modeled with a bounding polygon.	Y1	Photogrammetrically	Quantum Spatial
Structures		Construction Area	Polygon	A defined area that is under construction, not intended for active use until authorized by the concerned authority. The area defines a boundary for personnel, material, and equipment engaged in the construction activity.	Y	Not Applicable	Not Applicable
Structures		Fence	Line	Any fencing (chain-link, razor wire, PVC, etc.).	Y1	Photogrammetrically	Quantum Spatial
Structures		Gate	Line	A gate is an opening in a fence or other type of barrier between areas.	Y1	Photogrammetrically	Quantum Spatial
Structures		Roof	Polygon	Structure on top of buildings, garages and other similar structures.	Y1	Photogrammetrically	Quantum Spatial
Structures		Tower	Point	A structure created, by man, to facilitate an activity at an elevated level above the ground.	Y	Photogrammetrically	Quantum Spatial
NAVIGATION AIDS							

Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope

Proposed Runway 17/35

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Navigation Aids	NavigationAidCriticalArea	Polygon	A zone encompassing a specific ground area in the vicinity of a radiating antenna array which must be protected from parking and unlimited movement of surface and air traffic. The drawings included in this table are representative, be sure to refer to the official source to ensure the appropriate area is protected.	Y	Derive	Quantum Spatial
Navigation Aids	NavigationAidEquipment	Point	Any ground-based visual or electronic device that provides point to point guidance information or position to aircraft in flight.	Y	Survey - QSI	Quantum Spatial
Navigation Aids	Visual Approach Slope Indicator System (VASI)	Point	A visual navigational aid displaying flashes of white and/or colored light to indicate the location of an airport, a heliport, a landmark, a certain point of a federal airway in mountainous terrain, or an obstruction.	Y	Not Applicable	Not Applicable
Navigation Aids	Air Route Surveillance Radar (ARSR)	Point	The MALSIR is a system that supports Category I instrument approaches. It is a medium intensity light system that identifies the extended runway centerline from threshold to 2,400 feet before the threshold.	Y	Not Applicable	Not Applicable
Navigation Aids	Airport Beacon	Point	A visual navigational aid displaying flashes of white and/or colored light to indicate the location of an airport, a heliport, a landmark, a certain point of a federal airway in mountainous terrain, or an obstruction.	Y	Survey - QSI	Quantum Spatial
Navigation Aids	Approach Lighting Systems (ALS)	Point	The MALSIR is a system that supports Category I instrument approaches. It is a medium intensity light system that identifies the extended runway centerline from threshold to 2,400 feet before the threshold.	Y	Not Applicable	Not Applicable
Navigation Aids	Back Course Marker (BCM)	Point	Equipment (airborne and ground) used to measure the slant range distance of an aircraft from the DME navigational aid in nautical miles. DME is usually frequency paired with other navigational aids such as a VOR or localizer.	Y	Not Applicable	Not Applicable
Navigation Aids	Distance Measuring Equipment	Point	Equipment (airborne and ground) used to measure the slant range distance of an aircraft from the DME navigational aid in nautical miles. DME is usually frequency paired with other navigational aids such as a VOR or localizer.	Y	Not Applicable	Not Applicable
Navigation Aids	Fair Marker (FM)	Point	Provides vertical guidance for aircraft during approach and landing.	Y	Not Applicable	Not Applicable
Navigation Aids	Slope Slope (SS)	Point	Provides vertical guidance for aircraft during approach and landing.	Y	Not Applicable	Not Applicable
Navigation Aids	Ground Controlled Approach (GCA) Towerdown Reflectors	Point	Marker beacon that defines a point along the glideslope of an ILS, used for ILS Category II or higher.	Y	Not Applicable	Not Applicable
Navigation Aids	Inner Marker (IM)	Point	The component of an ILS which provides course guidance to the runway.	Y	Not Applicable	Not Applicable
Navigation Aids	Localizer (LOC)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	Localizer Type Directional Aid (LDA)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	Mobile Marker (MM)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	M/S Azimuth Antenna (MSAZ)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	M/S Elevation Antenna (MSEZ)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	Non-Directional Beacon (NDB)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable
Navigation Aids	Outer Marker (OM)	Point	Marker beacon that defines a point along the glideslope of an ILS, normally located at or near the point of decision height for ILS Category I approaches.	Y	Not Applicable	Not Applicable

**Windom Municipal Airport (MWM) Aeronautical Airspace Analysis  
GIS Project Scope**

**Proposed Runway 17/35**

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
Navigation Aids - Rwy 17	Precision Approach Path Indicator System (PAPI)	Point	A visual approach slope indicator normally consisting of light units similar to the VASI but in a single row of either two or four light units set perpendicular to the runway centerline. The row of light units is normally installed on the left side of the runway. Indications are as follows: Below glide path - all lights red; Slightly below glide path - three lights red, one white; On glide path - two lights red, one white; Other two lights white; Slightly above glide path - light closest to runway red, other three lights white; Above glide path - all lights white	Y	Not Applicable	Not Applicable
Navigation Aids - Rwy 35	Precision Approach Path Indicator System (PAPI)	Point	Same as above	Y	Not Applicable	Not Applicable
Navigation Aids	Precision Approach Radar (PAR) Touchdown Reflectors	Point		Y	Not Applicable	Not Applicable
Navigation Aids	Pulsating Visual Approach Slope Indicator (PVASI) System	Point		Y	Not Applicable	Not Applicable
Navigation Aids - Rwy 17	Runway End Identifier Lights (REILs)	Point	Two synchronized flashing lights, one on each side of the runway threshold, which provide rapid and positive identification of the approach end of a particular runway.	Y	Survey - QSI	Quantum Spatial
Navigation Aids - Rwy 35	Runway End Identifier Lights (REILs)	Point	Same as above	Y	Survey - QSI	Quantum Spatial
Navigation Aids	Simplified Directional Facility (SDF)	Point		Y	Not Applicable	Not Applicable
Navigation Aids	Tactical Air Navigation (TACAN)	Point		Y	Not Applicable	Not Applicable
Navigation Aids	Triband Visual Approach Slope Indicator System (TRCVI)	Point		Y	Not Applicable	Not Applicable
Navigation Aids	VHF Omni-Directional Range (VOR)	Point	A ground-based electronic navigation aid transmitting very high frequency navigation signals, 360 degrees in azimuth, oriented from magnetic north. Used as the basis for navigation in the NAS. The VOR periodically identifies itself by Morse Code and may have an additional voice identification feature. Voice features may be used by ATC or ESS for transmitting instructions/information to pilots.	Y	Not Applicable	Not Applicable
Navigation Aids	Visual Approach Slope Indicator (VASI)	Point		Y	Not Applicable	Not Applicable
Navigation Aids	VOR/TACAN (VORTAC)	Point	The parcel, lease, or right-of-way boundary for a leased facility that is located on airport property.	Y	Not Applicable	Not Applicable
Navigation Aids	Navigation Aid Site	Polygon		Y	Not Applicable	SEH Inc
SeaPlane	Water Operating Area	Polygon	A designated area on a body of water, deemed suitable to facilitate seaplane operations for landings, takeoffs, and water taxiing.	Y	Not Applicable	Not Applicable
SeaPlane	Water Lane End	Point	A defined path within a water operating area dedicated for the landing and takeoff run of seaplanes along its length. A marked sea lane is defined as a sea lane that has its four corners identified by visual markers such as buoys.	Y	Not Applicable	Not Applicable
SeaPlane	Tandem Channel	Polygon	A water channel used for the movement of seaplanes between shoreline facilities and the sea lanes.	Y	Not Applicable	Not Applicable
SeaPlane	Turning Basin	Polygon	A water area used for the taxi maneuvering of seaplanes along shoreline facilities, and at the ends of a narrow sea lane.	Y	Not Applicable	Not Applicable
SeaPlane	Navigation Buoy	Point	A floating marker which is moored to the bottom at a specific known location, which is used as an aid to navigation or for other special purposes.	Y	Not Applicable	Not Applicable
SeaPlane	Seaplane Ramp Centerline	Line	The centerline of ramps specifically designed to transit seaplanes to or from land or water.	Y	Not Applicable	Not Applicable
SeaPlane	Seaplane Ramp Site	Polygon	Ramps specifically designed to transit seaplanes to or from land to water.	Y	Not Applicable	Not Applicable

Windom Municipal Airport (MWM) Aeronautical Airspace Analysis

GIS Project Scope

Proposed Runway 17/35

Data Set	Feature Class	Type	Definition	Required	Source	Entity Inputting Data into GIS
SeaPlane	DockArea	Polygon	A defined area on a seaplane base either fixed or floating, intended to accommodate seaplanes for the purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.	Y	Not Applicable	Not Applicable
SeaPlane	AnchorageArea	Polygon	An area designated specifically for the parking of seaplanes.	Y	Not Applicable	Not Applicable
<b>SECURITY</b>						
<b>SURFACE TRANSPORTATION</b>						
Surface Transportation	Bridge	Polygon	A structure used by vehicles that allows passage over or under an obstacle such as a river, chasm, mountain, road or railroad.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	DrivewayArea	Polygon	An access to a residence or other vehicle parking lot or storage area.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	DrivewayCenterline	Line	The center of the driveway as measured from the edge of the paved surface. The segments of a driveway centerline will coincide with the road segments in order to provide network connectivity.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	ParkingLot	Polygon	An area of an airport used for parking of automobiles, buses, etc.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	RailroadCenterline	Line	Represents the centerline of each pair of rails.	N	Photogrammetrically	Quantum Spatial
Surface Transportation	RailroadYard	Polygon	Represents a railroad yard.	N	Photogrammetrically	Quantum Spatial
Surface Transportation	RoadCenterline	Line	The center of the roadway as measured from the edge of the paved surface. The segments of a road centerline will coincide with the road segments in order to have similar characteristics.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	RoadPoint	Point	A point along the roadway which has some special significance either for starting or ending a road segment or for representing a significant position along the roadway system such as the start or center of a bridge or the center of an intersection.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	RoadSegment	Polygon	Represents a linear section of the physical road system designed for, or the result of, human or vehicular movement, must be continuous (no gaps) and cannot branch; no mandates are provided on how to segment the road system except that data providers adopt a consistent method.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	Sidewalk	Polygon	A paved or concrete pad used as a pedestrian walkway. Usually is composed of one or more SideWalkSegments.	Y1	Photogrammetrically	Quantum Spatial
Surface Transportation	Tunnel	Polygon	The area of a transportation passage, open at both ends, used to provide access through or under a natural obstacle.	Y1	Not Applicable	Not Applicable
<b>UTILITIES</b>						
<b>UTILITIES</b>						
<b>ADDITIONAL FEATURES</b>						
<b>MATRIX CAVEATS</b>						
Y1	Restricted to within airport property boundary (and/or TIF)					
Y1*	For runways and taxiways, not roads					



**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B**  
**Master Plan / Airport Layout Plan**  
**Windom Municipal Airport**  
**Windom, Minnesota**

Task No.	Task Description	Principal	Project Engineer A	Planner	GIS	Scientist	Senior Technician	Project Engineer B	Licensed Surveyor	FAA Doc. Specialist	Admin Technician	Task Total
1.1	Project Scoping/Contract Development	8	10	24				6			1	49
1.2	Client Meetings	32	32	48								112
1.3	Project Coordination and Agency Meetings	25	10	40								75
1.4	Project Administration	4	2	32				24			2	64
1.5	Quality Assurance and Control	24	8	12								44
2.0	<b>Airport Master Plan</b>											
2.1	Airport Inventory	4	4	26	8	18	1		26		0.5	87.5
2.2	General Aviation and Business Use Evaluation			32	2						4	38
2.3	General Aviation Forecasts	4		48	2						0.5	54.5
2.4	Demand/Capacity Analysis			4							0.5	4.5
2.5	Facility Development/Recommendations	8	16	44	1		12				0.5	81.5
2.6	Airside Development Alternatives Analysis											
2.6.1	Runway 17/35 Alternatives Analysis	6	12	40	2	2	16					78
2.6.2	Crosswind Runway Alternative Analysis	2	6	24	2	2	8				1	45
2.7	Landside Development Alternatives Analysis	2	6	18	2	2	8					38
2.8	Approach and Departure Surface Obstacle Action Plan (OAP)	2	6	16			4	4				32
2.9	Environmental Overview			8	4	16					0.5	28.5
2.9.1	Sustainability Plan			8		16					0.5	24.5
2.9	Capital Improvement Plan / Implementation Plan	4	16	24							0.5	44.5
2.9	Executive Summary		2	10							0.5	12.5
3.0	<b>Airport Layout Plan</b>											
3.1	Sheet 1: Title Sheet			8	2						0.25	10.25
3.2	Sheet 2: Existing Airport Layout Plan Drawing		1	24	2		8				0.25	35.25
3.3	Sheet 3: Proposed Airport Layout Plan Drawing			20			10				0.25	30.25
3.4	Sheet 4: Airport Airspace Drawing		2	6	2		1				0.25	11.25
3.5	Sheet 5: Inner Portion of the Approach Surface Drawing - Rwy 17 Fut. 18) Ext., Fut., & Ult.			16			1	8			0.25	25.25
3.6	Sheet 6: Inner Portion of the Approach Surface Drawing - Rwy 35 (Fut. 36) Ext., Fut., & Ult.			16			1	8			0.25	25.25
3.7	Sheet 7: Inner Portion of the Approach Surface Drawing - Rwy 11 Fut. Approach			16			1	8				
3.8	Sheet 8: Inner Portion of the Approach Surface Drawing - Rwy 29 Fut. Approach			16			1	8				
3.9	Sheet 9: Terminal Area Drawing			16							0.25	16.25
3.10	Sheet 10: Land Use Drawing	2		8	2		1				0.25	13.25
3.11	Sheet 11: Exhibit 'A' Property Map	4		12			4	56	40		0.5	116.5
3.12	Airport GIS (AGIS)											
3.12.1	FAA Airports GIS (AGIS) Project Initiation			2				6				8
3.12.2	Project Geodetic Control							4				4
3.12.3	Generate Planimetric & Topographic Basemaps						2	10				12
3.12.4	Runway & Navigational Aid Surveys						2	10				12
3.12.5	Airport Airspace Analysis							6				6
3.12.6	FAR Part 77 Obstruction Analysis		1	4			4	4				13
3.12.7	FAA AGIS Data Processing and Submission						2	12				14
												0
4.0	Runway Protection Zone (RPZ) Analysis	2	6	40								48
5.0	Closeout Report	2		4						24		30
	<b>Total hours per labor category</b>	<b>135</b>	<b>140</b>	<b>666</b>	<b>31</b>	<b>56</b>	<b>87</b>	<b>174</b>	<b>66</b>	<b>24</b>	<b>14.5</b>	<b>1343.5</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	135	\$71.74	\$9,684.83
Project Engineer A	140	\$52.44	\$7,341.22
Planner	666	\$44.17	\$29,418.25
GIS	31	\$40.61	\$1,259.00
Scientist	56	\$34.51	\$1,932.28
Senior Technician	87	\$32.13	\$2,794.94
Project Engineer B	174	\$42.11	\$7,326.51
Licensed Surveyor	66	\$33.04	\$2,180.80
FAA Documentation Specialist	24	\$48.00	\$1,151.95
Admin Technician	15	24.60	\$356.65
<b>Total Direct Labor Costs:</b>	<b>1,394</b>		<b>\$63,446.43</b>
Labor and Administrative Overhead			\$109,127.87
Fec (15%)			\$25,886.15
<b>Total Labor Costs</b>			<b>\$198,460.45</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
AGIS Geospatial (Subconsultant - Quantum Spatial, Inc.)	1	\$64,125.00	\$64,125.00
Flights (4 Meetings)	4	\$1,100.00	\$4,400.00
Mileage	900	\$0.54	\$486.00
Computer Usage	1,394	\$3.00	\$4,182.00
Airport Layout Plan Reproductions (11 sheets)	11	\$135.00	\$1,485.00
Presentation Materials	1	\$600.00	\$600.00
IFR Flight Plan Data	1	\$1,000.00	\$1,000.00
Master Plan Reports	32	\$75.00	\$2,400.00
Reproductions	1	\$300.00	\$300.00
User Survey Mailings / Miscellaneous	290	\$1.00	\$290.00
<b>Total Expenses</b>			<b>\$79,176.50</b>

**SUMMARY:**

Estimated Total	<b>\$277,636.95</b>
<b>Total</b>	<b>\$277,600.00</b>



## ATTACHMENT C

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

### Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a

prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# MEMORANDUM



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

**TO:** Windom City Council  
**FROM:** Jeff Dahna, General Manager Telecom  
**DATE:** June 2, 2016  
**RE:** Telecom Dept. hiring recommendation for NOC Technician

Upon having received nine applications and conducted three interviews, I have selected a final candidate for the NOC Technician position. The candidate has the desired education, computer skills and work experience for the position. The Telecom Committee met on May 31<sup>st</sup>, 2016 and voted unanimously to hire Mr. Tim Fjeld for the NOC Technician position. The Telecom Committee and I are recommending that Mr. Tim Fjeld be hired for the NOC position in the Telecom Dept. starting at Grade 16, Step 1 \$22.27 w/step increase upon 6 month review and an anticipated starting date on or before June 14<sup>th</sup>, 2016.

  
\_\_\_\_\_  
Jeff Dahna, Telecom General Manager

6-2-16  
Date

# MEMORANDUM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council *[Signature]*  
**FROM:** City Administrator and Ambulance Director  
**DATE:** May 24, 2016  
**RE:** Emergency Medical Responders – Establish A Pay Rate

The Windom Ambulance service has several crew members that are trained as Emergency Medical Responders (EMRs) versus the more highly trained Emergency Medical Techs (EMTs). The EMRs are typically on calls as the 3<sup>rd</sup> person on mental health transfers and as stand-by. They cannot administer medications or intubate patients like EMTs. As such, the Ambulance Director is requesting that the City Council set a wage rate for the EMRs.

The recommendation from staff is that the wage rate for EMRs be at 75% of the EMT wage. This would be \$12\hour for EMRs as the current EMT wage is \$15/hour.

The Personnel Committee has been advised of the matter and is in concurrence to forward this to the City Council for action. If you have any questions please call me at 831-6129 or Tim Hacker, Ambulance Director at 830-0530.

# Memo

**To: City Council**  
**Re: Windom Community Center Seasonal Staffing Hire**  
**Date: May 31, 2016**  
**From: Brad Bussa Windom Community Center Director**

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**Following reviewing the applications for the Seasonal part time staffing, my recommendations is to hire;**

**Danyel Post**; hourly rate \$10.00

**Primary Duties;**

- Bartending
- Event Set up/Tear Down
- Assisting weekend and night events when needed

# Memo

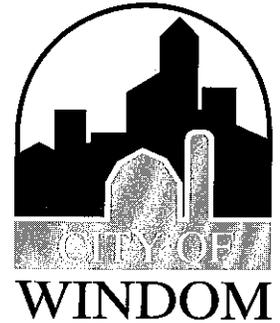
**To:** City Council  
**From:** Brent Brown  
**cc:** Utility Commission  
**Date:** June 3, 2016  
**Re:** Hiring Recommendation for Seasonal Potion

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The Electric Department has been working towards developing a 1000 Hour Apprentice Line Worker position to aid in secession planning for the future of the department. The position has been discussed and reviewed by the Utility Commission for the last several months.

While this position is being developed The Utility Commission and the Electric Utility Manager are recommending offering a Seasonal position to Levi Bunting. Levi has completed the Two Year Program for Power Line construction and Maintance in Jackson, MN and also worked as a grounds man the last two summers with South Central Electric in Jeffers, MN.

The wage scheduled recommended for this position for the position would be \$14.00, and the length of the position is not to exceed 67 working days.



Memo: Pool Seasonal Hires

To: Windom City Council

From: Al Baloun  
Recreation Director

The following is additional Seasonal hires for the Windom Swimming Pool.

**SEASONAL SUMMER EMPLOYEES 2016 Pool**

Holly Wolf  
Emily Mutz  
Lindsay Muller  
Sydney Paulson  
Carter Squires

If you have any questions regarding this memo feel free to contact me at 507-822-0514.



# MEMORANDUM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** City Administrator and Liquor Store Manager  
**DATE:** June 2, 2016  
**RE:** Assistant Liquor Store Manager

On March 15, 2016 the City Council considered the hiring of an Assistant Liquor Store Manager. Due to a grievance that was filed by IBEW the City Council deferred action on the hiring.

On June 2, 2016 the City Administrator, Liquor Store Manager and Liquor Committee member Councilperson Bryan Joyce met with representatives of IBEW and the Bureau of Mediation Services regarding the grievance.

Upon the conclusion of the mediation session there was not a resolution, however, the recommendation from staff and Mr. Joyce is to move forward with the hiring of Kevin Spangler as the Assistant Liquor Store Manager as proposed. This position would be starting at Grade 8, Step 1 with a review upon conclusion of the probationary period.

# Memo

**To:** City Council

**From:** Denise Nichols

**Date:** 6/2/2016

**Re:** Airport Commission Appointment Recommendation

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Former Hospital Administrator Gerri Burmeister served on the Windom Airport Commission. Her appointment provided representation and interaction between the hospital and Airport Commission. Gerri has confirmed that due to her recent retirement from the hospital, she no longer wishes to serve on the Airport Commission.

Hospital Administrator Shelby Medina has been contacted and she has indicated that she would be willing to serve as a member of the Airport Commission.

**Requested action –Appoint Shelby Medina to the Windom Airport Commission.**



Windom, MN

# Expense Approval Report By Fund

Payment Dates 5/13/2016 - 6/1/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Fund: 100 - GENERAL</b>						
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	100-20202	65.79	
WAYNE BENNETT	20160520	05/25/2016	REFUND - SHELTER RENTAL	100-20202	3.86	
SURPLUS WAREHOUSE OF WI	933	05/17/2016	SPRING CLEAN UP-APPLIANCE	100-34403	2,405.00	
WAYNE BENNETT	20160520	05/25/2016	REFUND - SHELTER RENTAL	100-34780	56.14	
KRISTI MEYERAAN	20160527	05/27/2016	REFUND -SOFTBALL REGISTRA	100-34781	45.00	
					<b>2,575.79</b>	
<b>Activity: 41110 - Mayor &amp; Council</b>						
SCHRAMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - MAYOR & COUN	100-41110-304	270.00	
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	100-41110-350	145.50	
ETHAN CLERC FILMS	20160517	05/18/2016	FILM COUNCIL MEETING	100-41110-350	25.00	
LEAGUE OF MN CITIES INS TR	53030	05/10/2016	MUNICIPALITY - ADD DATA BR	100-41110-365	500.00	
CONVENT. & VISITOR BUREAU	20160526	05/26/2016	LODGING TAX-RED CARPET IN	100-41110-491	489.63	
CONVENT. & VISITOR BUREAU	20160526A	05/26/2016	LODGING TAX - GUARDIAN IN	100-41110-491	902.80	
					<b>Activity 41110 - Mayor &amp; Council Total:</b>	<b>2,332.93</b>
<b>Activity: 41310 - Administration</b>						
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	100-41310-133	80.00	
CULLIGAN	20160429	05/13/2016	SERVICE	100-41310-200	33.75	
INDOFF, INC	2798395	05/10/2016	SUPPLIES	100-41310-200	39.17	
SELECTACCOUNT	1145100	05/25/2016	ADMIN FEE	100-41310-217	130.50	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41310-321	93.34	
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	100-41310-321	5.75	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41310-326	65.00	
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING - SUMMER INT	100-41310-350	385.20	
TYLER TECHNOLOGIES,INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	100-41310-444	2,886.75	
					<b>Activity 41310 - Administration Total:</b>	<b>3,719.46</b>
<b>Activity: 41910 - Building &amp; Zoning</b>						
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	100-41910-133	24.00	
INDOFF, INC	2795016	05/13/2016	SUPPLIES	100-41910-200	3.08	
CENTURY BUSINESS PRODUCT	325252	05/17/2016	SUPPLIES	100-41910-200	42.51	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41910-321	92.14	
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	100-41910-321	16.87	
INTERNATIONAL CODE COUN	3093395	05/16/2016	DUES #0599050	100-41910-433	135.00	
					<b>Activity 41910 - Building &amp; Zoning Total:</b>	<b>313.60</b>
<b>Activity: 41940 - City Hall</b>						
COLE PAPERS INC.	9199974	05/13/2016	SUPPLIES	100-41940-211	38.38	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41940-381	506.58	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41940-382	69.25	
MIN ENERGY RESOURCES	20160511	05/16/2016	HEATING #0505105084-00001	100-41940-383	282.56	
HOMETOWN SANITATION SER	0000182385	05/13/2016	GARBAGE SERVICE- CITY HALL	100-41940-384	85.04	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-41940-385	124.15	
SANDRA HERDER	20160601	06/01/2016	CLEANING	100-41940-406	370.00	
MELISSA PENAS	20160601	06/01/2016	CLEANING	100-41940-406	370.00	
					<b>Activity 41940 - City Hall Total:</b>	<b>1,845.96</b>
<b>Activity: 42120 - Crime Control</b>						
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	100-42120-133	160.00	
COTTONWOOD CO SHERIFF	2	05/26/2016	SERVICE	100-42120-200	40.04	
INDOFF, INC	2791909	05/13/2016	SUPPLIES	100-42120-200	57.18	
INDOFF, INC	2794995	05/13/2016	SUPPLIES	100-42120-200	69.48	
INDOFF, INC	2797022	05/18/2016	SUPPLIES	100-42120-200	8.50	
INDOFF, INC	2798394	05/27/2016	SUPPLIES	100-42120-200	19.99	
SCHRAMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - POLICE	100-42120-304	4,903.25	
WINDOM AREA HOSPITAL	275939415	05/17/2016	SERVICE	100-42120-305	40.00	

## Expense Approval Report

Payment Dates: 5/13/2016 - 6/1/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-42120-321	66.10
VERIZON WIRELESS	9765032678	05/17/2016	SERVICE FOR LAP TOPS #9867	100-42120-321	93.49
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	100-42120-321	205.38
TACTICAL SOLUTIONS	5502	05/17/2016	SERVICE	100-42120-323	93.00
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	100-42120-325	275.00
LEASE FINANCE PARTNERS	20160520	05/27/2016	SERVICE #3250	100-42120-326	433.00
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	RENT	100-42120-412	1,850.00
WINDOM TOWING CO	83771	05/17/2016	SERVICE	100-42120-480	439.25
<b>Activity 42120 - Crime Control Total:</b>					<b>8,753.66</b>
<b>Activity: 42220 - Fire Fighting</b>					
MUNICIPAL EMERGENCY SER	IN1029065	05/16/2016	SUPPLIES	100-42220-217	79.73
WINDOM FAMILY MEDICAL C	2016051116	05/17/2016	#C65005IE - BEN JOHNSON	100-42220-310	510.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-42220-321	27.88
VERIZON WIRELESS	9765032678	05/17/2016	SERVICE FOR LAP TOPS #9867	100-42220-321	21.14
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	100-42220-325	212.50
VERIZON WIRELESS	9765032678	05/17/2016	SERVICE FOR LAP TOPS #9867	100-42220-326	10.02
EMERGENCY APPARATUS MAI	85256	05/16/2016	MAINTENANCE	100-42220-404	592.49
EMERGENCY APPARATUS MAI	85257	05/16/2016	MAINTENANCE	100-42220-404	562.67
EMERGENCY APPARATUS MAI	85258	05/16/2016	MAINTENANCE	100-42220-404	163.56
EMERGENCY APPARATUS MAI	85259	05/16/2016	MAINTENANCE	100-42220-404	198.53
EMERGENCY APPARATUS MAI	85808	05/16/2016	MAINTENANCE	100-42220-404	129.50
EMERGENCY APPARATUS MAI	86501	05/16/2016	MAINTENANCE	100-42220-404	139.86
EMERGENCY APPARATUS MAI	86502	05/10/2016	MAINTENANCE	100-42220-404	245.83
EMERGENCY APPARATUS MAI	86503	05/16/2016	MAINTENANCE	100-42220-404	139.86
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING - OPEN HOUSE	100-42220-439	94.50
STEVE NASBY	20160511	05/17/2016	EXPENSE-CGMC LOBBY	100-42220-439	165.78
<b>Activity 42220 - Fire Fighting Total:</b>					<b>3,293.85</b>
<b>Activity: 42500 - Civil Defense</b>					
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	100-42500-325	12.50
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-42500-381	19.18
<b>Activity 42500 - Civil Defense Total:</b>					<b>31.68</b>
<b>Activity: 43100 - Streets</b>					
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	100-43100-133	80.00
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	100-43100-217	7.49
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-217	60.00
W.W. GRAINGER, INC	9099057136	05/13/2016	OPERATING SUPPLIES	100-43100-217	21.42
UNIQUE PAVING MATERIALS	1093405	05/25/2016	STREET MAINTENANCE	100-43100-224	510.86
COTTONWOOD CO SWCD	20160523	05/23/2016	TREES	100-43100-225	2,174.41
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	100-43100-241	60.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-321	61.34
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	100-43100-321	72.78
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	100-43100-325	125.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-381	2,548.86
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-381	258.55
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-382	21.64
MN ENERGY RESOURCES	20160509	05/16/2016	HEATING #0505064121-00001	100-43100-383	242.95
HOMETOWN SANITATION SER	0000182386	05/13/2016	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SER	0000182387	05/13/2016	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-43100-385	43.94
TOWMASTER	380292	05/17/2016	INSURANCE CLAIM	100-43100-404	7,320.00
MILLER SELLNER EQUIP	76041B	05/31/2016	MAINTENANCE	100-43100-404	7.40
SANFORD LABORATORIES	276272438	05/17/2016	SERVICE #62827558	100-43100-480	40.77
<b>Activity 43100 - Streets Total:</b>					<b>13,788.26</b>
<b>Activity: 43210 - Sanitation</b>					
WAYNE ERICKSON	20160516	05/17/2016	COMPOST SITE MANAGER	100-43210-307	164.00
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING - SPRING CLEA	100-43210-340	1,396.80
HOMETOWN SANITATION SER	0000185350	05/13/2016	GARBAGE SERVICE - CITY WID	100-43210-384	8,564.69
COTTONWOOD CO LANDFILL	20160503	05/13/2016	SERVICE- SPRING CLEAN UP	100-43210-384	7,741.17
<b>Activity 43210 - Sanitation Total:</b>					<b>17,866.66</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 45202 - Park Areas</b>					
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	100-45202-133	16.00
STATE CHEMICAL SOLUTIONS	97773455	05/17/2016	SUPPLIES	100-45202-211	204.46
FAST GLOBAL SOLUTIONS, INC	046928	05/13/2016	CHEMICALS	100-45202-216	98.83
FAST GLOBAL SOLUTIONS, INC	046929	05/13/2016	CHEMICALS	100-45202-216	40.50
SCHRAMMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - PARK	100-45202-304	60.00
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	100-45202-325	37.50
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-45202-381	335.27
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-45202-382	96.47
HOMETOWN SANITATION SER	0000182395	05/13/2016	GARBAGE SERVICE - ISLAND P	100-45202-384	85.70
HOMETOWN SANITATION SER	0000182396	05/13/2016	GARBAGE SERVICE - TEGELS P	100-45202-384	37.00
HOMETOWN SANITATION SER	0000182397	05/13/2016	GARBAGE SERVICE - WRA	100-45202-384	60.40
HOMETOWN SANITATION SER	0000182398	05/13/2016	GARBAGE SERVICE - KASTLE KI	100-45202-384	25.00
HOMETOWN SANITATION SER	0000182404	05/13/2016	GARBAGE SERVICE - MAYFLO	100-45202-384	35.10
COTTONWOOD CO LANDFILL	162175	05/25/2016	REFUSE DISPOSAL	100-45202-384	168.50
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	100-45202-385	146.57
GDF ENTERPRISES, INC	A10075	06/01/2016	MAINTENANCE	100-45202-404	181.15
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	100-45202-405	8.13
BEACON ATHLETICS	0457389-IN	05/13/2016	MAINTENANCE	100-45202-406	663.00
SANFORD LABORATORIES	276272438	05/17/2016	SERVICE #62827558	100-45202-480	40.77
<b>Activity 45202 - Park Areas Total:</b>					<b>2,340.35</b>
<b>Activity: 49960 - Interfund Transfers</b>					
STREICHER'S	1208655	05/18/2016	USE OF RESERVE FOR SHIELDS	100-49960-720	8,500.00
<b>Activity 49960 - Interfund Transfers Total:</b>					<b>8,500.00</b>
<b>Fund 100 - GENERAL Total:</b>					<b>65,362.20</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	211-45501-133	16.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	211-45501-321	27.22
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	211-45501-326	65.00
WINDOM COMMUNITY EDUC	20160506	05/25/2016	SUMMER 2016 AD-COMM ED	211-45501-350	105.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	211-45501-381	180.59
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	211-45501-382	18.24
MN ENERGY RESOURCES	20160510	05/25/2016	HEATING #0504542703-00001	211-45501-383	210.75
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	211-45501-385	34.35
MELISSA PENAS	20160601	06/01/2016	CLEANING	211-45501-402	380.00
SANDRA HERDER	20160601	06/01/2016	CLEANING	211-45501-402	380.00
INGRAM	20160501	05/13/2016	BOOKS #2004243	211-45501-435	1,751.15
MICROMARKETING	621352	05/25/2016	BOOKS	211-45501-435	34.95
MICROMARKETING	622521	05/27/2016	BOOKS	211-45501-435	225.98
<b>Activity 45501 - Library Total:</b>					<b>3,429.23</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>3,429.23</b>
<b>Fund: 225 - AIRPORT</b>					
<b>Activity: 45127 - Airport</b>					
SOUTHWEST MN BROADBAN	20160514	05/25/2016	SERVICE #WIND-001-0018	225-45127-321	26.69
MN VALLEY TESTING	807139	05/31/2016	WATER TESTING	225-45127-409	79.40
<b>Activity 45127 - Airport Total:</b>					<b>106.09</b>
<b>Fund 225 - AIRPORT Total:</b>					<b>106.09</b>
<b>Fund: 230 - POOL</b>					
<b>Activity: 45124 - Pool</b>					
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	230-45124-381	24.24
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	230-45124-460	220.00
<b>Activity 45124 - Pool Total:</b>					<b>244.24</b>
<b>Fund 230 - POOL Total:</b>					<b>244.24</b>
<b>Fund: 235 - AMBULANCE</b>					
BLUE CROSS/BLUE SHIELD	1004221/151213	05/23/2016	REFUND-LEOLA JOHNSON #10	235-34205	93.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BLUE CROSS/BLUE SHIELD	988659/150605	05/23/2016	REFUND-JODY ROSSOW #988	235-34205	496.23
					<b>589.68</b>

**Activity: 42153 - Ambulance**

PRAXAIR DISTRIBUTION INC	73090495	05/16/2016	SUPPLIES	235-42153-217	425.43
BOUND TREE MEDICAL, LLC	82132151	05/13/2016	SUPPLIES	235-42153-217	352.24
BOUND TREE MEDICAL, LLC	82133473	05/13/2016	SUPPLIES	235-42153-217	59.02
BOUND TREE MEDICAL, LLC	82143117	05/16/2016	SUPPLIES	235-42153-217	106.96
WINDOM AREA HOSPITAL	734-0024-04-2016-06	05/17/2016	NURSING SERVICE - APRIL 201	235-42153-312	1,660.17
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	235-42153-321	24.84
VERIZON WIRELESS	9765032678	05/17/2016	SERVICE FOR LAP TOPS #9867	235-42153-321	123.49
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	235-42153-321	65.96
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	235-42153-325	200.00
EXPERT T BILLING	2783	05/16/2016	SERVICE	235-42153-326	1,323.00
JUSTIN HARRINGTON	20160522	05/25/2016	EXPENSE	235-42153-334	13.63
MARK MARCY	20160522	05/25/2016	EXPENSE	235-42153-334	26.37
TIM HACKER	20160522	05/25/2016	EXPENSE	235-42153-334	37.89
KRISTEN PORATH	20160522	05/25/2016	EXPENSE	235-42153-334	27.88
SANFORD USD MEDICAL CENT	200-1605-0165	05/25/2016	IV PUMPS-MAINTENANCE	235-42153-404	33.10
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	235-42153-405	8.39
BOUND TREE MEDICAL, LLC	82133474	05/13/2016	SUPPLIES	235-42153-480	162.00

**Activity 42153 - Ambulance Total: 4,650.37**

**Fund 235 - AMBULANCE Total: 5,240.05**

**Fund: 250 - EDA GENERAL**

**Activity: 46520 - EDA**

NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	250-46520-133	8.00
INDOFF, INC	2795016	05/13/2016	SUPPLIES	250-46520-200	3.07
CENTURY BUSINESS PRODUCT	325252	05/17/2016	SUPPLIES	250-46520-200	85.03
SCHRAMMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - EDA	250-46520-304	90.00
BRADLEY & DEIKE, P.A.	35115	05/13/2016	SERVICE	250-46520-304	108.00
BRADLEY & DEIKE, P.A.	35116	05/13/2016	SERVICE	250-46520-304	324.00
BRADLEY & DEIKE, P.A.	35117	05/13/2016	SERVICE	250-46520-304	54.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	250-46520-321	92.14
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	250-46520-321	26.85
DREW HAGE	20160523	05/25/2016	EXPENSE-STATE PF ,FG EVENT-	250-46520-331	146.34
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	250-46520-340	265.05
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING - WEBSITE	250-46520-350	79.50
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	250-46520-381	50.85
SUBWAY	813081	05/17/2016	EXPENSE-MEETING	250-46520-438	49.82
STEVE SPINDLER CARTOGRAP	1044	05/25/2016	ACTIVE LIVING PLAN-	250-46520-439	349.00
MN DEPT OF TRANSPORTATIO	97158	05/31/2016	PERMIT RENEWAL #16463	250-46520-443	120.00

**Activity 46520 - EDA Total: 1,851.65**

**Activity: 49980 - Debt Service**

FULDA CREDIT UNION	20160515	05/15/2016	SPEC BLDG LOAN - PRINCIPAL	250-49980-602	2,131.87
FULDA CREDIT UNION	20160515	05/15/2016	SPEC BLDG LOAN - INTEREST	250-49980-612	1,228.13

**Activity 49980 - Debt Service Total: 3,360.00**

**Fund 250 - EDA GENERAL Total: 5,211.65**

**Fund: 254 - NORTH IND PARK**

**Activity: 46520 - EDA**

SOUTH CENTRAL ELECTRIC	20160430	05/31/2016	SERVICE #367404 #26-24-123	254-46520-381	102.15
GEOTEK ENGINEERING & TEST	1626510-IND	05/13/2016	SERVICE	254-46520-480	3,433.00

**Activity 46520 - EDA Total: 3,535.15**

**Fund 254 - NORTH IND PARK Total: 3,535.15**

**Fund: 401 - GENERAL CAPITAL PROJECTS**

STREICHER'S	1208655	05/18/2016	USE OF RESERVE FOR SHIELDS	401-39200	-8,500.00
					<b>-8,500.00</b>

**Activity: 49950 - Capital Outlay**

MANKATO NETWORKS, LLC	387353	05/18/2016	SERVICE	401-49950-500	1,437.50
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FLAHERTY & HOOD, P.A.	8915	05/13/2016	SERVICE	401-49950-500	230.00
STREICHER'S	1208655	05/18/2016	SHIELDS	401-49950-501	7,250.00
				<b>Activity 49950 - Capital Outlay Total:</b>	<b>8,917.50</b>
				<b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b>	<b>417.50</b>

## Fund: 601 - WATER

## Activity: 49400 - Water

NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	601-49400-133	40.00
HAWKINS, INC	3878074	05/18/2016	CHEMICALS	601-49400-216	2,320.69
HAWKINS, INC	3882175	05/23/2016	CHEMICALS	601-49400-216	1,750.01
ERIC WARD	19129	05/23/2016	WORK BOOTS-STEEL TOE	601-49400-217	100.00
SCHRAMMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - WATER	601-49400-304	465.00
MN VALLEY TESTING	807825	05/16/2016	TESTING	601-49400-310	56.25
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	601-49400-321	109.76
GOPHER STATE ONE CALL	6040803	05/13/2016	LOCATES	601-49400-321	20.30
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	601-49400-321	132.29
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	601-49400-325	100.00
HP SUDS CLUB, LLC	20160531	05/31/2016	BILLING CONTRACT SERVICE	601-49400-326	1,170.00
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	601-49400-340	230.85
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	601-49400-381	5,089.44
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	601-49400-382	16.60
MN ENERGY RESOURCES	20160513	05/25/2016	HEATING #0505923431-00001	601-49400-383	407.26
HOMETOWN SANITATION SER	0000182389	05/13/2016	GARBAGE SERVICE - WASTEWA	601-49400-384	85.04
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	601-49400-385	29.73
WENCK ASSOCIATES, INC.	11602286	05/31/2016	WINDOM LANDFILL	601-49400-386	3,030.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	601-49400-386	257.07
RON'S ELECTRIC INC	132759	05/18/2016	MAINTENANCE	601-49400-404	1,824.61
HAWKINS, INC	3884213	06/01/2016	MAINTENANCE	601-49400-404	3,865.72
HANSON PLUMBING	3851	05/23/2016	MAINTENANCE	601-49400-408	180.00
TYLER TECHNOLOGIES, INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	601-49400-444	1,732.05
				<b>Activity 49400 - Water Total:</b>	<b>23,012.67</b>
				<b>Fund 601 - WATER Total:</b>	<b>23,012.67</b>

## Fund: 602 - SEWER

LARAWAY ROOFING	1-01981	05/25/2016	MAINT- RE-ROOF	602-16460	9,738.00
					<b>9,738.00</b>
<b>Activity: 49450 - Sewer</b>					
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	602-49450-133	56.00
HAWKINS, INC	3873927	05/13/2016	CHEMICALS	602-49450-216	380.50
GLENN LUND	20160504	05/17/2016	EXPENSE - MWOA SW SECTIO	602-49450-308	20.00
MN VALLEY TESTING	804962	04/26/2016	TESTING	602-49450-310	120.00
MN VALLEY TESTING	805281	04/26/2016	TESTING	602-49450-310	238.00
MN VALLEY TESTING	805353	04/26/2016	TESTING	602-49450-310	158.00
MN VALLEY TESTING	806404	05/16/2016	TESTING	602-49450-310	158.00
MN VALLEY TESTING	807288	05/16/2016	TESTING	602-49450-310	238.00
MN VALLEY TESTING	807535	05/16/2016	TESTING	602-49450-310	158.00
MN VALLEY TESTING	808268	05/17/2016	TESTING	602-49450-310	238.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	602-49450-321	152.23
GOPHER STATE ONE CALL	6040803	05/13/2016	LOCATES	602-49450-321	20.30
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	602-49450-321	47.22
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	602-49450-325	100.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	602-49450-326	60.00
HP SUDS CLUB, LLC	20160531	05/31/2016	BILLING CONTRACT SERVICE	602-49450-326	1,170.00
GLENN LUND	20160504	05/17/2016	EXPENSE - MWOA SW SECTIO	602-49450-331	70.20
SOUTH CENTRAL ELECTRIC	20160430A	06/01/2016	SERVICE #367405 #26-24-125	602-49450-381	74.80
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	602-49450-381	10,789.07
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	602-49450-382	681.73
MN ENERGY RESOURCES	20160509A	05/16/2016	HEATING #0506646838-00001	602-49450-383	543.13
MN ENERGY RESOURCES	20160511A	05/17/2016	HEATING #0506746718-00001	602-49450-383	20.45
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	602-49450-404	29.56
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	602-49450-405	173.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WENNER HOLDINGS LLC	2050	05/23/2016	MAINTENANCE	602-49450-408	900.00
MN VALLEY TESTING	805356	04/26/2016	TESTING	602-49450-439	126.40
MN VALLEY TESTING	805720	05/16/2016	TESTING	602-49450-439	152.00
MN VALLEY TESTING	807138	05/16/2016	TESTING	602-49450-439	194.40
MN VALLEY TESTING	808155	05/17/2016	TESTING	602-49450-439	194.40
TYLER TECHNOLOGIES, INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	602-49450-444	1,732.05
MN POLLUTION CONTROL AG	10000008587	05/25/2016	WATER PERMIT ANNUAL FEES	602-49450-444	5,900.00
<b>Activity 49450 - Sewer Total:</b>					<b>24,896.41</b>
<b>Fund 602 - SEWER Total:</b>					<b>34,634.41</b>
<b>Fund: 604 - ELECTRIC</b>					
MN DEPT OF COMMERCE	20160516	05/16/2016	REFUND-ENERGY ASST-SUSAN	604-11500	11.93
FRESCO INC.	63070	05/13/2016	ELECTRIC INVENTORY	604-14200	2,246.14
RESCO	644122-00	05/25/2016	ELECTRIC INVENTORY	604-14200	657.80
DAKOTA SUPPLY GROUP	B959126	05/13/2016	ELECTRIC INVENTORY	604-14200	7,160.63
DAKOTA SUPPLY GROUP	C104867	05/13/2016	CREDIT - ELECTRIC INVENTOR	604-14200	-2,532.94
J. H. LARSON	S101189372.001	04/26/2016	ELECTRIC INVENTORY	604-14200	521.29
ELECTRIC FUND	SO-000095	05/13/2016	DISTRIBUTION MAINTENANCE	604-16300	1,272.92
ELECTRIC FUND	SO-000099	05/13/2016	DISTRIBUTION MAINTENANCE	604-16300	7,358.01
RDO EQUIPMENT CO	E04883	05/16/2016	ELEC EQUIP - BORING MACHI	604-16440	157,309.15
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	604-20202	17,448.00
RACHEL GRUNST	20150518	05/25/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20160516	05/16/2016	UTIL PREPAY-BRANDON HERN	604-22000	300.00
TIFFANY STROM	20160518	05/25/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
CHRIS LEFF	2016052516	05/26/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20160527	05/27/2016	REFUND-UTIL PREPAY-JEREMY	604-22000	300.00
ELECTRIC FUND	20160527A	05/27/2016	REFUND-UTIL PREPAY-RACHEL	604-22000	300.00
<b>Activity: 49550 - Electric</b>					<b>193,252.93</b>
NCPEERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	604-49550-133	96.00
OFFICE DEPOT	830838688001	05/17/2016	SUPPLIES	604-49550-200	127.92
OFFICE DEPOT	830839078001	05/17/2016	SUPPLIES	604-49550-200	236.11
OFFICE DEPOT	840048604001	05/25/2016	SUPPLIES	604-49550-200	133.00
CMMPA - CENTRAL MINNESO	5523	05/13/2016	POWER COST	604-49550-263	87,951.75
CMMPA - CENTRAL MINNESO	5523	05/13/2016	POWER COST	604-49550-263	90,847.37
DEPARTMENT OF ENERGY	BFPB000800416	05/13/2016	POWER COST	604-49550-263	82,349.23
SCHRAMMEL LAW OFFICE	20160502	05/18/2016	LEGAL FEES - ELECTRIC	604-49550-304	420.00
BRENT BROWN	20160519	05/26/2016	EXPENSE-ITC MTG	604-49550-315	118.80
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	604-49550-321	195.97
GOPHER STATE ONE CALL	6040803	05/13/2016	LOCATES	604-49550-321	20.30
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	604-49550-321	120.78
COTTONWOOD CO AUD/TREA	20160512	05/18/2016	DISPATCHING	604-49550-325	187.50
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	604-49550-326	140.84
HP SUDS CLUB, LLC	20160531	05/31/2016	BILLING CONTRACT SERVICE	604-49550-326	1,170.00
PRESTON ROSSOW	20160520	05/31/2016	MMUA TRAINING - MILEAGE	604-49550-331	84.78
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	604-49550-340	56.25
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	604-49550-381	135.48
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	604-49550-382	19.80
MN ENERGY RESOURCES	20160513C	05/25/2016	HEATING #0506419706-00001	604-49550-383	56.89
HOMETOWN SANITATION SER	0000182390	05/13/2016	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	604-49550-385	35.26
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	604-49550-405	25.18
O'REILLY AUTOMOTIVE, INC	4425-163050	05/18/2016	MAINTENANCE	604-49550-405	43.18
TEREX SERVICES	90349698	05/17/2016	MAINTENANCE #143639	604-49550-405	188.38
RAGE INC	03-012069	05/23/2016	SERVICE- POWER PLANT	604-49550-406	34.17
RAGE INC	04-010884	05/23/2016	SERVICE - POWER PLANT	604-49550-406	34.17
BRAD BUSSA	20160523	05/26/2016	CLEANING	604-49550-406	184.60
LUCAN COMMUNITY TV INC	2476	05/16/2016	MAINTENANCE	604-49550-408	785.00
WESCO DISTRIBUTION, INC	355555	05/17/2016	MAINTENANCE	604-49550-408	304.08
RESCO	642136-00	05/16/2016	MAINTENANCE	604-49550-408	140.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENGINEERING UNLIMITED	S0047483	05/13/2016	MAINTENANCE	604-49550-408	682.82
ELECTRIC FUND	SO-000098	05/13/2016	NEW RL SERVICE	604-49550-408	89.16
JAMES A. MULLER	#JM:04/24/2016	04/24/2016	MAINTENANCE	604-49550-410	7,347.60
TYLER TECHNOLOGIES, INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	604-49550-444	1,732.05
RETROFIT RECYCLING, INC	0086046-IN	05/17/2016	CONSERVATION	604-49550-450	935.94
LEO WISDORF	20160525	05/25/2016	ENERGY REBATE	604-49550-450	125.00
CMMPA - CENTRAL MINNESO	5537	05/13/2016	CONSERVATION	604-49550-450	1,419.00
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	604-49550-460	29.85
BANK MIDWEST	20160524	05/25/2016	NSF-AUTO PAY-RODOLFO DO	604-49550-480	264.16

Activity 49550 - Electric Total: 278,954.06

Fund 604 - ELECTRIC Total: 472,206.99

Fund: 609 - LIQUOR STORE

MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	609-20202	12,463.00
					<u>12,463.00</u>

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	609-49751-133	16.00
CITIZEN PUBLISHING CO	20160430	05/18/2016	COMPUTER SUPPORT	609-49751-200	16.02
RAGE INC	05-010427	05/13/2016	SERVICE - RIVER BEND LIQ	609-49751-217	38.40
BREAKTHRU BEVERAGE MN	1080467698	05/16/2016	MERCHANDISE	609-49751-251	3,653.23
SOUTHERN WINE & SPIRITS O	1402190	05/17/2016	MERCHANDISE	609-49751-251	4,225.81
SOUTHERN WINE & SPIRITS O	1407152	05/17/2016	MERCHANDISE	609-49751-251	1,824.20
CHANKASKA CREEK	164467	05/13/2016	MERCHANDISE	609-49751-251	201.60
PHILLIPS WINE & SPIRITS	2966763	05/16/2016	MERCHANDISE	609-49751-251	366.80
PHILLIPS WINE & SPIRITS	2970639	05/16/2016	MERCHANDISE	609-49751-251	6,277.66
PHILLIPS WINE & SPIRITS	2974344	05/16/2016	MERCHANDISE	609-49751-251	1,512.00
BELLBOY CORP	53309700	05/13/2016	MERCHANDISE	609-49751-251	825.36
JOHNSON BROS.	5426890	05/13/2016	MERCHANDISE	609-49751-251	1,162.14
JOHNSON BROS.	5426892	05/13/2016	MERCHANDISE	609-49751-251	246.00
JOHNSON BROS.	5432651	05/13/2016	MERCHANDISE	609-49751-251	145.64
JOHNSON BROS.	5432653	05/17/2016	MERCHANDISE	609-49751-251	3,672.29
JOHNSON BROS.	5432655	05/13/2016	MERCHANDISE	609-49751-251	21.99
JOHNSON BROS.	5438320	05/16/2016	MERCHANDISE	609-49751-251	3,123.06
BREAKTHRU BEVERAGE MN	1080467699	05/16/2016	MERCHANDISE	609-49751-252	92.20
ARTISAN BEER COMPANY	3096412	05/13/2016	MERCHANDISE	609-49751-252	74.00
ARTISAN BEER COMPANY	3097772	05/13/2016	MERCHANDISE	609-49751-252	129.00
ARTISAN BEER COMPANY	3099210	05/16/2016	MERCHANDISE	609-49751-252	351.75
BEVERAGE WHOLESALERS	40265	05/16/2016	CREDIT - MERCHANDISE	609-49751-252	-30.00
JOHNSON BROS.	5438322	05/16/2016	MERCHANDISE	609-49751-252	353.00
DOLL DISTRIBUTING, LLC	598886	05/16/2016	CREDIT - MERCHANDISE	609-49751-252	-16.20
DOLL DISTRIBUTING, LLC	599877	05/16/2016	MERCHANDISE	609-49751-252	122.00
BEVERAGE WHOLESALERS	600038	05/16/2016	MERCHANDISE	609-49751-252	5,847.73
DOLL DISTRIBUTING, LLC	602469	05/25/2016	MERCHANDISE	609-49751-252	11,133.70
DOLL DISTRIBUTING, LLC	607437	05/27/2016	MERCHANDISE	609-49751-252	7,241.35
DOLL DISTRIBUTING, LLC	921239	05/16/2016	MERCHANDISE	609-49751-252	8,515.60
BREAKTHRU BEVERAGE MN	1080467698	05/16/2016	MERCHANDISE	609-49751-253	400.00
SOUTHERN WINE & SPIRITS O	1402191	05/17/2016	MERCHANDISE	609-49751-253	464.00
SOUTHERN WINE & SPIRITS O	1407153	05/17/2016	MERCHANDISE	609-49751-253	406.00
CHANKASKA CREEK	164467	05/13/2016	MERCHANDISE	609-49751-253	436.80
ROUND LAKE VINEYARDS & W	180	05/17/2016	MERCHANDISE	609-49751-253	288.00
PHILLIPS WINE & SPIRITS	2970640	05/16/2016	MERCHANDISE	609-49751-253	304.50
JOHNSON BROS.	5426891	05/13/2016	MERCHANDISE	609-49751-253	740.49
JOHNSON BROS.	5432652	05/13/2016	MERCHANDISE	609-49751-253	752.40
JOHNSON BROS.	5432654	05/13/2016	MERCHANDISE	609-49751-253	1,075.32
JOHNSON BROS.	5438321	05/16/2016	MERCHANDISE	609-49751-253	851.42
PAUSTIS WINE COMPANY	8545183-IN	05/16/2016	MERCHANDISE	609-49751-253	777.00
PAUSTIS WINE COMPANY	8547105-IN	05/16/2016	MERCHANDISE	609-49751-253	309.00
COCA-COLA BOTTLING COMP	0488504312	05/25/2016	MERCHANDISE	609-49751-254	597.24
PBC - PEPSI BEVERAGES COM	25935956	05/16/2016	MERCHANDISE	609-49751-254	250.30
BEVERAGE WHOLESALERS	600038	05/16/2016	MERCHANDISE	609-49751-254	225.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RED BULL DISTRIBUTION CO, I	K-16819827	05/25/2016	MERCHANDISE	609-49751-254	47.53
BELLBOY CORP	6651700	05/16/2016	MERCHANDISE	609-49751-256	387.24
BREAKTHRU BEVERAGE MN	1080467698	05/16/2016	MERCHANDISE	609-49751-259	189.75
DOLL DISTRIBUTING, LLC	602469	05/25/2016	MERCHANDISE	609-49751-259	39.00
DOLL DISTRIBUTING, LLC	607437	05/27/2016	MERCHANDISE	609-49751-259	19.50
DOLL DISTRIBUTING, LLC	921239	05/16/2016	MERCHANDISE	609-49751-259	19.50
TRUE BRANDS	126811	05/17/2016	MERCHANDISE	609-49751-261	75.70
AH HERMEL COMPANY	573049	05/13/2016	MERCHANDISE	609-49751-261	39.44
DOLL DISTRIBUTING, LLC	599877	05/16/2016	MERCHANDISE	609-49751-261	45.00
PHILLIPS WINE & SPIRITS	235954	05/16/2016	CREDIT - MERCHANDISE	609-49751-265	-294.00
JOHNSON BROS.	571647	05/13/2016	CREDIT - MERCHANDISE	609-49751-265	-189.50
SOUTHERN WINE & SPIRITS O	9076235	05/17/2016	CREDIT - MERCHANDISE	609-49751-265	-273.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	609-49751-321	99.97
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	609-49751-321	55.93
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	609-49751-326	130.84
BREAKTHRU BEVERAGE MN	1080467698	05/16/2016	MERCHANDISE	609-49751-333	98.96
TRUE BRANDS	126811	05/17/2016	MERCHANDISE	609-49751-333	11.00
SOUTHERN WINE & SPIRITS O	1402190	05/17/2016	MERCHANDISE	609-49751-333	76.06
SOUTHERN WINE & SPIRITS O	1402191	05/17/2016	MERCHANDISE	609-49751-333	16.40
SOUTHERN WINE & SPIRITS O	1407151	05/17/2016	MERCHANDISE	609-49751-333	1.02
SOUTHERN WINE & SPIRITS O	1407152	05/17/2016	MERCHANDISE	609-49751-333	31.26
SOUTHERN WINE & SPIRITS O	1407153	05/17/2016	MERCHANDISE	609-49751-333	14.69
PHILLIPS WINE & SPIRITS	235954	05/16/2016	CREDIT - MERCHANDISE	609-49751-333	-3.34
PHILLIPS WINE & SPIRITS	2966763	05/16/2016	MERCHANDISE	609-49751-333	3.34
PHILLIPS WINE & SPIRITS	2970639	05/16/2016	MERCHANDISE	609-49751-333	100.66
PHILLIPS WINE & SPIRITS	2970640	05/16/2016	MERCHANDISE	609-49751-333	8.35
PHILLIPS WINE & SPIRITS	2974344	05/16/2016	MERCHANDISE	609-49751-333	15.03
BELLBOY CORP	53309700	05/13/2016	MERCHANDISE	609-49751-333	24.00
JOHNSON BROS.	5426890	05/13/2016	MERCHANDISE	609-49751-333	18.37
JOHNSON BROS.	5426891	05/13/2016	MERCHANDISE	609-49751-333	25.05
JOHNSON BROS.	5432651	05/13/2016	MERCHANDISE	609-49751-333	2.09
JOHNSON BROS.	5432652	05/13/2016	MERCHANDISE	609-49751-333	30.06
JOHNSON BROS.	5432653	05/17/2016	MERCHANDISE	609-49751-333	62.08
JOHNSON BROS.	5432654	05/13/2016	MERCHANDISE	609-49751-333	50.94
JOHNSON BROS.	5438320	05/16/2016	MERCHANDISE	609-49751-333	31.73
JOHNSON BROS.	5438321	05/16/2016	MERCHANDISE	609-49751-333	30.06
JOHNSON BROS.	571647	05/13/2016	CREDIT - MERCHANDISE - FREI	609-49751-333	-1.67
BELLBOY CORP	6651700	05/16/2016	MERCHANDISE	609-49751-333	7.63
PAUSTIS WINE COMPANY	8545183-IN	05/16/2016	MERCHANDISE	609-49751-333	8.75
PAUSTIS WINE COMPANY	8547105-IN	05/16/2016	MERCHANDISE	609-49751-333	7.00
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	609-49751-340	569.85
COUNTY WIDE DIRECTORY	54241	05/10/2016	ADVERTISING	609-49751-340	275.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	609-49751-381	496.30
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	609-49751-382	21.53
MN ENERGY RESOURCES	20160513B	05/25/2016	HEATING #0507314125-00001	609-49751-383	70.19
HOMETOWN SANITATION SER	0000182388	05/13/2016	GARBAGE SERVICE - RIVER BE	609-49751-384	48.06
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	609-49751-385	39.83
TYLER TECHNOLOGIES, INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	609-49751-444	1,732.05
MN DEPT OF AGRICULTURE	20160519	05/25/2016	LICE #20006567 RIVER BEND L	609-49751-444	799.00
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	609-49751-460	15.34
BANK MIDWEST	20160518	05/18/2016	NSF-MICHAEL GOLINGHORST-	609-49751-480	18.58
<b>Activity 49751 - Liquor Store Total:</b>					<b>74,167.95</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>86,630.95</b>
<b>Fund: 614 - TELECOM</b>					
METASWITCH NETWORKS LTD	INMNL0001433	05/16/2016	EQUIPMENT	614-16400	95,840.00
INTERNAL REVENUE SERVICE	270654812312324	05/27/2016	EXCISE TAX POSTING-MAY 201	614-20201	902.21
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	614-20202	9,173.00
MN 9-1-1 PROGRAM	20160531	05/31/2016	MAY 911 SERVICE	614-20206	1,163.43
<b>Activity 614 - TELECOM Total:</b>					<b>107,078.64</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 49870 - Telecom</b>					
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	614-49870-133	64.00
RAGE INC	04-012096	05/13/2016	SERVICE-WINDOM NET	614-49870-211	21.33
RAGE INC	05-010896	05/23/2016	SERVICE - WINDOM NET	614-49870-211	21.33
WINDOM AUTO VALU	20160425	05/17/2016	MAINTENANCE #3400540 -	614-49870-227	14.99
INTERSTATE TRS FUND	82580705165	05/25/2016	ASSESSMENT FOR 499-A FILIN	614-49870-304	147.05
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	614-49870-321	391.08
GOPHER STATE ONE CALL	6040803	05/13/2016	LOCATES	614-49870-321	20.30
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	614-49870-321	304.64
SOURCE ONE SOLUTIONS, LLC	1386	05/31/2016	SERVICE-DATABASE BACKUP	614-49870-326	200.00
HP SUDS CLUB, LLC	20160531	05/31/2016	BILLING CONTRACT SERVICE	614-49870-326	1,170.00
NEUSTAR, INC.	L-0000017476	05/25/2016	NUMBER PORTS 4/30/16	614-49870-326	9.75
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	614-49870-340	441.45
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	614-49870-381	1,959.01
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	614-49870-382	17.63
MN ENERGY RESOURCES	20160510A	05/25/2016	HEATING #0507509833-00001	614-49870-383	54.87
HOMETOWN SANITATION SER	0000182391	05/13/2016	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	614-49870-385	29.55
AMERICAN LIGHTING SERVICE	3145	05/13/2016	MAINTENANCE	614-49870-401	486.82
BLUEHIGHWAYS	012-043016	05/17/2016	SUBSCRIBER	614-49870-442	227.39
MLB NETWORK	064930	05/31/2016	SUBSCRIBER	614-49870-442	1,015.98
TEGNA	1071-1194	05/17/2016	SUBSCRIBER	614-49870-442	5,308.00
MODERN ENTERPRISE SOLUTI	139448	05/16/2016	SERVICE	614-49870-442	1,715.92
AZAR COMPUTER SOFTWARE	140751	06/01/2016	CATV SUPPORT 4/1/16 - 6/1/1	614-49870-442	2,145.00
CBS TELEVISION STATIONS	20160430	05/13/2016	SUBSCRIBER	614-49870-442	4,591.42
DISH NETWORK	20160504	05/13/2016	SERVICE #8255-2900-1001-18	614-49870-442	3,400.00
RFD TV	2245-1599	05/25/2016	SUBSCRIBER	614-49870-442	403.97
DISPLAY SYSTEMS INTERNATI	26127	05/23/2016	SUBSCRIBER	614-49870-442	163.88
POWER & TEL	5970582-00	05/16/2016	SERVICE	614-49870-442	2,430.09
SHOWTIME NETWORKS INC	9002731-0416	05/04/2016	SUBSCRIBERS	614-49870-442	505.12
UNIVERSAL SERVICE ADMIN C	UBDI0000843932	05/25/2016	499A CONTRIBUTION	614-49870-443	1,648.93
TYLER TECHNOLOGIES, INC	025-155552	05/17/2016	ANNUAL SUBSCRIPTION #450	614-49870-444	1,732.05
COGENT COMMUNICATIONS,	20160501	05/18/2016	1 GB INTERNET CONN AT 511,	614-49870-447	1,750.00
MANKATO NETWORKS, LLC	387353	05/18/2016	SERVICE	614-49870-447	1,452.95
SWWC - SOUTHWEST WEST C	50255	05/17/2016	SERVICE -- SUPPORT	614-49870-447	935.00
POWER & TEL	5999950-00	05/16/2016	SERVICE	614-49870-447	74.70
HURRICANE ELECTRIC LLC	98216075-IN	05/18/2016	10 GB INTERNET CONN AT 51	614-49870-447	4,000.00
GOLDEN WEST TECH & INT SO	160410364	05/18/2016	SERVICES #990802522	614-49870-448	166.03
JEREMY ROLFES	20160518	05/18/2016	INTERNET ON CALL: MAR/APR	614-49870-448	53.94
ZAYO BANDWIDTH	20160201	03/16/2016	TRANSPORT 2/1 TO 2/29 CRE	614-49870-451	-943.35
ZAYO BANDWIDTH	20160301	03/16/2016	TRANSPORT #114184-002376	614-49870-451	381.36
ZAYO BANDWIDTH	20160401	04/13/2016	TRANSPORT - 4/1 - 4/30	614-49870-451	381.36
ZAYO BANDWIDTH	20160501	05/25/2016	TRANSPORT 5/1 - 5/30	614-49870-451	381.36
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	614-49870-460	21.02
SOUTHWEST MN BROADBAN	20160531	05/31/2016	QVC COMMISSIONS-APRIL 20	614-49870-480	103.76
<b>Activity 49870 - Telecom Total:</b>					<b>39,473.60</b>
<b>Fund 614 - TELECOM Total:</b>					<b>146,552.24</b>

**Fund: 615 - ARENA****Activity: 49850 - Arena**

NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	615-49850-133	32.00
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	615-49850-321	118.23
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	615-49850-321	67.86
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	615-49850-326	130.84
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	615-49850-340	417.31
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	615-49850-381	3,868.56
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	615-49850-382	24.13
HOMETOWN SANITATION SER	0000182392	05/13/2016	GARBAGE SERVICE - ARENA	615-49850-384	130.88
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	615-49850-385	27.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	615-49850-460	1,487.00	
					<b>Activity 49850 - Arena Total:</b>	<b>6,303.89</b>
					<b>Fund 615 - ARENA Total:</b>	<b>6,303.89</b>
<b>Fund: 617 - M/P CENTER</b>						
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	617-20202	94.54	
					<b>94.54</b>	
<b>Activity: 49860 - M/P Center</b>						
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	617-49860-133	48.00	
COLE PAPERS INC.	9199974	05/13/2016	SUPPLIES	617-49860-211	379.62	
STATE CHEMICAL SOLUTIONS	97773592	05/17/2016	SUPPLIES	617-49860-211	210.47	
MN DEPT OF HEALTH	SHF UID: 164	05/25/2016	LIC #3021 WINDOM COMMU	617-49860-217	35.00	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	617-49860-321	109.82	
VERIZON WIRELESS	9765731136	05/31/2016	TELEPHONE	617-49860-321	16.85	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	617-49860-326	60.00	
CITIZEN PUBLISHING CO	20160430	05/18/2016	ADVERTISING -	617-49860-340	168.00	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	617-49860-381	948.22	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	617-49860-382	82.16	
MN ENERGY RESOURCES	20160513A	05/25/2016	HEATING #0503741572-00001	617-49860-383	249.36	
HOMETOWN SANITATION SER	0000182393	05/13/2016	GARBAGE SERVICE - COMM C	617-49860-384	51.52	
ELECTRIC FUND	20160513	05/13/2016	MONTHLY UTILITY & TELECO	617-49860-385	72.44	
TOWN 'N COUNTRY	7310	06/01/2016	MAINTENANCE	617-49860-404	90.00	
RAGE INC	04-012094	05/13/2016	SERVICE - COMM CENTER	617-49860-406	61.50	
RAGE INC	05-010895	05/17/2016	SERVICE - COMM CENTER	617-49860-406	61.50	
MN REVENUE	20160512	05/12/2016	SALES TAX - APRIL 2016	617-49860-460	553.46	
					<b>Activity 49860 - M/P Center Total:</b>	<b>3,197.92</b>
					<b>Fund 617 - M/P CENTER Total:</b>	<b>3,292.46</b>
<b>Fund: 700 - PAYROLL</b>						
Internal Revenue Service-Payr	INV0000821	05/13/2016	Federal Tax Withholding	700-21701	10,515.48	
Internal Revenue Service-Payr	INV0000831	05/27/2016	Federal Tax Withholding	700-21701	10,514.40	
MN Department of Revenue -	INV0000820	05/13/2016	State Withholding	700-21702	4,254.26	
MN Department of Revenue -	INV0000830	05/27/2016	State Withholding	700-21702	4,237.57	
Internal Revenue Service-Payr	INV0000822	05/13/2016	Social Security	700-21703	11,425.64	
Internal Revenue Service-Payr	INV0000832	05/27/2016	Social Security	700-21703	11,341.98	
MN Pera	INV0000812	05/13/2016	PERA	700-21704	12,420.69	
MN Pera	INV0000813	05/13/2016	PERA	700-21704	5,387.36	
MN Pera	INV0000814	05/13/2016	PERA	700-21704	657.62	
MN Pera	INV0000815	05/13/2016	PERA	700-21704	15.00	
MN Pera	INV0000823	05/27/2016	PERA	700-21704	12,379.86	
MN Pera	INV0000824	05/27/2016	PERA	700-21704	5,308.31	
MN Pera	INV0000825	05/27/2016	PERA	700-21704	525.26	
MN State Deferred	INV0000816	05/13/2016	Deferred Compensation	700-21705	4,290.00	
MN State Deferred	INV0000817	05/13/2016	Deferred Roth	700-21705	775.00	
MN State Deferred	INV0000826	05/27/2016	Deferred Compensation	700-21705	4,290.00	
MN State Deferred	INV0000827	05/27/2016	Deferred Roth	700-21705	775.00	
LOCAL UNION #949	20160516	05/16/2016	UNION DUES	700-21707	1,635.14	
LAW ENFORCMENT LABOR SE	20160516	05/16/2016	POLICE UNION DUES	700-21708	343.00	
MN Department of Revenue -	20160512	05/16/2016	WAGE LEVY	700-21709	124.59	
COLLECTION SERVICES CENTE	20160516	05/16/2016	#CDDM013726 - FINAL PAYM	700-21709	930.23	
MN Department of Revenue -	20160526	05/31/2016	WAGE LEVY	700-21709	124.59	
MN Child Support Payment C	INV0000818	05/13/2016	Child Support Payment	700-21709	294.87	
MN Child Support Payment C	INV0000828	05/27/2016	Child Support Payment	700-21709	294.87	
Internal Revenue Service-Payr	INV0000819	05/13/2016	Medicare Withholding	700-21711	3,222.24	
Internal Revenue Service-Payr	INV0000829	05/27/2016	Medicare Withholding	700-21711	3,186.22	
SELECTACCOUNT	38202759	05/17/2016	FLEX SPENDING	700-21712	376.97	
SELECTACCOUNT	38205664	05/31/2016	FLEX SPENDING	700-21712	249.80	
AFLAC	299132	05/23/2016	INSURANCE - APRIL 2016 - AF	700-21715	204.00	
AFLAC	299132	05/23/2016	INSURANCE - APRIL 2016 - PR	700-21716	389.97	
MN BENEFIT ASSOCIATION	20160517	05/17/2016	INSURANCE 6-1-16 - PRE TAX	700-21717	159.65	
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	700-21718	16.00	

**Expense Approval Report**

**Payment Dates: 5/13/2016 - 6/1/2016**

<b>Vendor Name</b>	<b>Payable Number</b>	<b>Post Date</b>	<b>Description (Item)</b>	<b>Account Number</b>	<b>Amount</b>
NCPERS MINNESOTA	20160523	05/31/2016	INSURANCE #844600 - JUNE 2	700-21718	16.00
MN BENEFIT ASSOCIATION	20160517	05/17/2016	INSURANCE 6-1-16 - AFTER TA	700-21719	122.73
MHI LIFE	20160511	05/16/2016	VEBA - MAY 2016	700-21720	11,552.68
					<u>122,356.98</u>
				<b>Fund 700 - PAYROLL Total:</b>	<b>122,356.98</b>
				<b>Grand Total:</b>	<b>978,536.70</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	65,362.20
211 - LIBRARY	3,429.23
225 - AIRPORT	106.09
230 - POOL	244.24
235 - AMBULANCE	5,240.05
250 - EDA GENERAL	5,211.65
254 - NORTH IND PARK	3,535.15
401 - GENERAL CAPITAL PROJECTS	417.50
601 - WATER	23,012.67
602 - SEWER	34,634.41
604 - ELECTRIC	472,206.99
609 - LIQUOR STORE	86,630.95
614 - TELECOM	146,552.24
615 - ARENA	6,303.89
617 - M/P CENTER	3,292.46
700 - PAYROLL	122,356.98
<b>Grand Total:</b>	<b>978,536.70</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-20202	Sales Tax Payable	69.65
100-34403	Spring Clean-up	2,405.00
100-34780	Park Fees	56.14
100-34781	Recreation Fees Non Tax	45.00
100-41110-304	Legal Fees	270.00
100-41110-350	Printing & Design	170.50
100-41110-365	Insurance - Misc	500.00
100-41110-491	Payments to Other Orga	1,392.43
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	72.92
100-41310-217	Other Operating Supplie	130.50
100-41310-321	Telephone	99.09
100-41310-326	Data Processing	65.00
100-41310-350	Printing & Design	385.20
100-41310-444	License Fees	2,886.75
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	45.59
100-41910-321	Telephone	109.01
100-41910-433	Dues & Subscriptions	135.00
100-41940-211	Cleaning Supplies	38.38
100-41940-381	Electric Utility	506.58
100-41940-382	Water Utility	69.25
100-41940-383	Gas Utility	282.56
100-41940-384	Refuse Disposal	85.04
100-41940-385	Sewer Utility	124.15
100-41940-406	Repairs & Maint - Groun	740.00
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	195.19
100-42120-304	Legal Fees	4,903.25
100-42120-305	Medical & Dental Fees	40.00
100-42120-321	Telephone	364.97
100-42120-323	Radio Units	93.00
100-42120-325	Dispatching	275.00
100-42120-326	Data Processing	433.00
100-42120-412	Rentals - Building	1,850.00
100-42120-480	Other Miscellaneous	439.25
100-42220-217	Other Operating Supplie	79.73

## Account Summary

Account Number	Account Name	Payment Amount
100-42220-310	Lab Testing	510.00
100-42220-321	Telephone	49.02
100-42220-325	Dispatching	212.50
100-42220-326	Data Processing	10.02
100-42220-404	Repairs & Maint - M&E	2,172.30
100-42220-439	Special Projects	260.28
100-42500-325	Dispatching	12.50
100-42500-381	Electric Utility	19.18
100-43100-133	Employer Paid Insurance	80.00
100-43100-217	Other Operating Supplie	88.91
100-43100-224	Street Maint Materials	510.86
100-43100-225	Landscaping Materials	2,174.41
100-43100-241	Small Tools	60.00
100-43100-321	Telephone	134.12
100-43100-325	Dispatching	125.00
100-43100-381	Electric Utility	2,807.41
100-43100-382	Water Utility	21.64
100-43100-383	Gas Utility	242.95
100-43100-384	Refuse Disposal	130.85
100-43100-385	Sewer Utility	43.94
100-43100-404	Repairs & Maint - M&E	7,327.40
100-43100-480	Other Miscellaneous	40.77
100-43210-307	Management Fees	164.00
100-43210-340	Advertising & Promotion	1,396.80
100-43210-384	Refuse Disposal	16,305.86
100-45202-133	Employer Paid Insurance	16.00
100-45202-211	Cleaning Supplies	204.46
100-45202-216	Chemicals and Chemical	139.33
100-45202-304	Legal Fees	60.00
100-45202-325	Dispatching	37.50
100-45202-381	Electric Utility	335.27
100-45202-382	Water Utility	96.47
100-45202-384	Refuse Disposal	411.70
100-45202-385	Sewer Utility	146.57
100-45202-404	Repairs & Maint - M&E	181.15
100-45202-405	Repairs & Maint - Vehicl	8.13
100-45202-406	Repairs & Maint - Groun	663.00
100-45202-480	Other Miscellaneous	40.77
100-49960-720	Transfers	8,500.00
211-45501-133	Employer Paid Insurance	16.00
211-45501-321	Telephone	27.22
211-45501-326	Data Processing	65.00
211-45501-350	Printing & Design	105.00
211-45501-381	Electric Utility	180.59
211-45501-382	Water Utility	18.24
211-45501-383	Gas Utility	210.75
211-45501-385	Sewer Utility	34.35
211-45501-402	Repairs & Maint - Struct	760.00
211-45501-435	Books and Pamphlets	2,012.08
225-45127-321	Telephone	26.69
225-45127-409	Repairs & Maint - Utilitie	79.40
230-45124-381	Electric Utility	24.24
230-45124-460	Miscellaneous Taxes	220.00
235-34205	Ambulance Revenues -	589.68
235-42153-217	Other Operating Supplie	943.65
235-42153-312	Nursing	1,660.17
235-42153-321	Telephone	214.29
235-42153-325	Dispatching	200.00

## Account Summary

Account Number	Account Name	Payment Amount
235-42153-326	Data Processing	1,323.00
235-42153-334	Meals/Lodging	105.77
235-42153-404	Repairs & Maint - M&E	33.10
235-42153-405	Repairs & Maint - Vehicl	8.39
235-42153-480	Other Miscellaneous	162.00
250-46520-133	Employer Paid Insurance	8.00
250-46520-200	Office Supplies	88.10
250-46520-304	Legal Fees	576.00
250-46520-321	Telephone	118.99
250-46520-331	Travel Expense	146.34
250-46520-340	Advertising & Promotion	265.05
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	50.85
250-46520-438	Meeting Expense	49.82
250-46520-439	Special Projects	349.00
250-46520-443	Intergovernmental Fees	120.00
250-49980-602	Other Long-Term Obliga	2,131.87
250-49980-612	Other Interest	1,228.13
254-46520-381	Electric Utility	102.15
254-46520-480	Other Miscellaneous	3,433.00
401-39200	Interfund Transfers	-8,500.00
401-49950-500	Capital Outlay - Office	1,667.50
401-49950-501	Capital Outlay - Police	7,250.00
601-49400-133	Employer Paid Insurance	40.00
601-49400-216	Chemicals and Chemical	4,070.70
601-49400-217	Other Operating Supplie	100.00
601-49400-304	Legal Fees	465.00
601-49400-310	Lab Testing	56.25
601-49400-321	Telephone	262.35
601-49400-325	Dispatching	100.00
601-49400-326	Data Processing	1,170.00
601-49400-340	Advertising & Promotion	230.85
601-49400-381	Electric Utility	5,089.44
601-49400-382	Water Utility	16.60
601-49400-383	Gas Utility	407.26
601-49400-384	Refuse Disposal	85.04
601-49400-385	Sewer Utility	29.73
601-49400-386	Landfill	3,287.07
601-49400-404	Repairs & Maint - M&E	5,690.33
601-49400-408	Repairs & Maint - Distrib	180.00
601-49400-444	License Fees	1,732.05
602-16460	Furniture & Fixtures	9,738.00
602-49450-133	Employer Paid Insurance	56.00
602-49450-216	Chemicals and Chemical	380.50
602-49450-308	Training & Registrations	20.00
602-49450-310	Lab Testing	1,308.00
602-49450-321	Telephone	219.75
602-49450-325	Dispatching	100.00
602-49450-326	Data Processing	1,230.00
602-49450-331	Travel Expense	70.20
602-49450-381	Electric Utility	10,863.87
602-49450-382	Water Utility	681.73
602-49450-383	Gas Utility	563.58
602-49450-404	Repairs & Maint - M&E	29.56
602-49450-405	Repairs & Maint - Vehicl	173.97
602-49450-408	Repairs & Maint - Distrib	900.00
602-49450-439	Special Projects	667.20
602-49450-444	License Fees	7,632.05

## Account Summary

Account Number	Account Name	Payment Amount
604-11500	Accounts Receivable	11.93
604-14200	Inventory	8,052.92
604-16300	Improvements Other Th	8,630.93
604-16440	Motor Vehicles	157,309.15
604-20202	Sales Tax Payable	17,448.00
604-22000	Prepayments	1,800.00
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	497.03
604-49550-263	Merchandise for Resale -	261,148.35
604-49550-304	Legal Fees	420.00
604-49550-315	Energy Development	118.80
604-49550-321	Telephone	337.05
604-49550-325	Dispatching	187.50
604-49550-326	Data Processing	1,310.84
604-49550-331	Travel Expense	84.78
604-49550-340	Advertising & Promotion	56.25
604-49550-381	Electric Utility	135.48
604-49550-382	Water Utility	19.80
604-49550-383	Gas Utility	56.89
604-49550-384	Refuse Disposal	84.75
604-49550-385	Sewer Utility	35.26
604-49550-405	Repairs & Maint - Vehicl	256.74
604-49550-406	Repairs & Maint - Groun	252.94
604-49550-408	Repairs & Maint - Distrib	2,002.00
604-49550-410	Repairs & Maint - Gener	7,347.60
604-49550-444	License Fees	1,732.05
604-49550-450	Conservation	2,479.94
604-49550-460	Miscellaneous Taxes	29.85
604-49550-480	Other Miscellaneous	264.16
609-20202	Sales Tax Payable	12,463.00
609-49751-133	Employer Paid Insurance	16.00
609-49751-200	Office Supplies	16.02
609-49751-217	Other Operating Supplie	38.40
609-49751-251	Liquor	27,257.78
609-49751-252	Beer	33,814.13
609-49751-253	Wine	6,804.93
609-49751-254	Soft Drinks & Mix	1,120.07
609-49751-256	Tobacco Products	387.24
609-49751-259	Non- Alcoholic	267.75
609-49751-261	Other Merchandise	160.14
609-49751-265	Merchandise Returned f	-756.50
609-49751-321	Telephone	155.90
609-49751-326	Data Processing	130.84
609-49751-333	Freight and Express	669.52
609-49751-340	Advertising & Promotion	844.85
609-49751-381	Electric Utility	496.30
609-49751-382	Water Utility	21.53
609-49751-383	Gas Utility	70.19
609-49751-384	Refuse Disposal	48.06
609-49751-385	Sewer Utility	39.83
609-49751-444	License Fees	2,531.05
609-49751-460	Miscellaneous Taxes	15.34
609-49751-480	Other Miscellaneous	18.58
614-16400	Machinery & Equipment	95,840.00
614-20201	Excise Tax Payable	902.21
614-20202	Sales Tax Payable	9,173.00
614-20206	911 TAP & TACIP Fees Cl	1,163.43
614-49870-133	Employer Paid Insurance	64.00

## Account Summary

Account Number	Account Name	Payment Amount
614-49870-211	Cleaning Supplies	42.66
614-49870-227	Utility System Maint Sup	14.99
614-49870-304	Legal Fees	147.05
614-49870-321	Telephone	716.02
614-49870-326	Data Processing	1,379.75
614-49870-340	Advertising & Promotion	441.45
614-49870-381	Electric Utility	1,959.01
614-49870-382	Water Utility	17.63
614-49870-383	Gas Utility	54.87
614-49870-384	Refuse Disposal	73.92
614-49870-385	Sewer Utility	29.55
614-49870-401	Repairs & Maint - Buildi	486.82
614-49870-442	Subscriber Fees	21,906.77
614-49870-443	Intergovernmental Fees	1,648.93
614-49870-444	License Fees	1,732.05
614-49870-447	Internet Expense	8,212.65
614-49870-448	On-Call Support	219.97
614-49870-451	Call Completion	200.73
614-49870-460	Miscellaneous Taxes	21.02
614-49870-480	Other Miscellaneous	103.76
615-49850-133	Employer Paid Insurance	32.00
615-49850-321	Telephone	186.09
615-49850-326	Data Processing	130.84
615-49850-340	Advertising & Promotion	417.31
615-49850-381	Electric Utility	3,868.56
615-49850-382	Water Utility	24.13
615-49850-384	Refuse Disposal	130.88
615-49850-385	Sewer Utility	27.08
615-49850-460	Miscellaneous Taxes	1,487.00
617-20202	Sales Tax Payable	94.54
617-49860-133	Employer Paid Insurance	48.00
617-49860-211	Cleaning Supplies	590.09
617-49860-217	Other Operating Supplie	35.00
617-49860-321	Telephone	126.67
617-49860-326	Data Processing	60.00
617-49860-340	Advertising & Promotion	168.00
617-49860-381	Electric Utility	948.22
617-49860-382	Water Utility	82.16
617-49860-383	Gas Utility	249.36
617-49860-384	Refuse Disposal	51.52
617-49860-385	Sewer Utility	72.44
617-49860-404	Repairs & Maint - M&E	90.00
617-49860-406	Repairs & Maint - Groun	123.00
617-49860-460	Miscellaneous Taxes	553.46
700-21701	Federal Withholding	21,029.88
700-21702	State Withholding	8,491.83
700-21703	FICA Tax Withholding	22,767.62
700-21704	PERA Contributions	36,694.10
700-21705	Retirement	10,130.00
700-21707	Union Dues	1,635.14
700-21708	PD Union Dues	343.00
700-21709	Wage Levy	1,769.15
700-21711	Medicare Tax Withholdi	6,408.46
700-21712	Flex Account	626.77
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	389.97
700-21717	Individual Insurance-MB	159.65
700-21718	Individual Insurance-NC	32.00

**Account Summary**

Account Number	Account Name	Payment Amount
700-21719	Individual Insurance-MB	122.73
700-21720	VEBA Contributions	<u>11,552.68</u>
	<b>Grand Total:</b>	<b>978,536.70</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	<u>978,536.70</u>
<b>Grand Total:</b>	<b>978,536.70</b>

CA  
6-2-2016