

**Council Meeting**  
**Tuesday, October 4, 2016**  
**City Council Chambers**  
**7:30 p.m.**  
**AGENDA**



Call to Order

Pledge of Allegiance

1. Approval of Minutes
  - Council Minutes–September 20, 2016
2. Consent Agenda
  - Minutes
    - HRA – August 16 , 2016
    - Telecom Commission – September 26, 2016
    - Community Center Commission – September 26, 2016
    - Utility Commission – September 28, 2016
    - Airport Commission - September 28, 2016
3. Department Heads
4. Planning Commission
  - Second Reading Ordinance – Floodplain Management
  - Title and Summary
5. Street Closure Request – Windom Community Center
6. Electric Transformer and Equipment Project
  - Bid Award
7. Emergency Services Facility
  - Financing Discussion
  - Presale Report
  - Resolution for Issuance
  - Reimbursement Resolution
8. Arena Lease
9. Guaranteed Energy Savings Program Presentation
10. Call for Public Hearing
  - Business Subsidy – Prime Pork
  - 2016 Miscellaneous Special Assessments
11. Resolution Supporting the Submission of a Fire Assistance Grant Application
12. Airport Commission Recommendation
13. Resolution Appointing Additional Election Judges
14. Personnel
  - Retirement – Bruce Caldwell
  - Street/Park Superintendent Position
15. New Business
16. Old Business
17. Regular Bills
18. Contractor Payment – 2016 Seal Coat Project – Retainage - Caldwell Asphalt Co. \$2,817.85
19. Council Concerns

Adjourn



**Regular Council Meeting  
Windom Community Center  
September 20, 2016  
7:30 p.m. Regular Meeting**

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, Bryan Joyce and JoAnn Ray |
| Council Absent:  | Paul Johnson   |

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Brent Brown, Electric Utility Manager; Mike Haugen, Water/Wastewater Superintendent; Drew Hage, EDA Director; Mary Hensen, Administrative Asst.; Dan Ortmann, Fire Chief and Tim Hacker, Ambulance Director

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Joyce second by Ray to approve the City Council minutes from September 6, 2016. Motion carried 4 – 0 (Johnson absent).**

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Housing and Redevelopment Authority – July 11, 2016
- Utility Commission – September 2, 2016 and September 14, 2016
- Economic Development Authority – September 12, 2016
- Library Board – September 13, 2016
- Planning & Zoning Commission – September 13, 2016
- Parks & Recreation Commission – September 14, 2016

Joyce said the Parks & Recreation Commission had a presentation from the Hockey program about a locker room proposal they would do if the City makes the improvements to the ice making equipment and rink floor. The aquatic study done on the pool feasibility was presented with a recommendation for soil borings. The relocation of the tennis courts was discussed and input is being sought with a target of having a recommendation in November. A potential new park north of the BARC building was also raised. There would be room for playground equipment and maybe an opportunity to have Winfair students help design the park.

**Motion by Joyce second by Ray to approve the Consent agenda board and commission minutes. Motion carried 4 – 0 (Johnson absent).**

Maricle said there is an Amplification Permit request from the Windom Community Center for an event on October 8, 2016 from 4 pm to 11 pm.

**Motion by Jones second by Joyce to approve amplification permit for the Windom Community Center. Motion carried 4 – 0 (Johnson absent).**

6. Department Heads:

Al Baloun, Recreation Director, said that the draft pool feasibility study was presented to the Parks & Recreation Commission showing several options. Before the options can be fully considered the consultant is recommending soil borings be completed to determine if the current site has the soils needed for a new or renovated pool. The Parks & Recreation Commission is recommending the soil borings be done and paid for from the pool budget. The cost is estimated at \$3,000 to \$4,000.

Jones asked if there was \$4,000 in the pool budget available and if there had been issues with groundwater at the pool. Baloun replied that he had reviewed the budget and funds were left in the maintenance line item. There have not been groundwater issues that he knows of but the pool site is in a flood plain and in 1965 that site was probably built up to get it out of it.

Joyce noted the soils could create an issue for a significant pool renovation so the borings are needed before the next steps occur.

Jones asked if a boring would be in the pool basin. Baloun said there would be one boring as they need to see what materials are under the pool. The 1980 work on the pool has shown that the concrete put in then has cracked.

Joyce said that he wants to see a splash pad where the small pool is located with the entry into the large pool. This significant construction is the basis for locating that in basin boring location.

Baloun said that the consultant will be presenting the pool study to the City Council in the near future. He has two quotes for the soil borings and will move forward with approval of the Council.

Maricle and Jones agreed that if the Pool budget has the funds available they should proceed as recommended by the Parks & Recreation Commission.

7. Planning & Zoning Commission:

Drew Hage, EDA Executive Director and Mary Hensen, Administrative Assistant introduced themselves. Hage said the floodplain ordinance proposed was drafted with the assistance of the DNR and the need to update the ordinance came from the possible hotel project. The City's current ordinance is from 2003 and has not incorporated any updates or revisions which should have been done. The first reading is on the agenda for tonight, second reading on October 4<sup>th</sup> and then publication.

## Preliminary

Hensen said that other reasons for the revision include newly annexed areas, the LOMAR that was completed and new FEMA language.

Jones asked if this ordinance revision effects the floodplain maps or designations. Hensen said that those changes must be made by the US Army Corps of Engineers.

Joyce asked if the US Army Corps of Engineers had been contacted about a floodplain map revision. Nasby replied that a letter and follow up had been done, but the US Army Corps of Engineers did not have Windom scheduled and no resources available, so we would need to wait.

Hage said the US Army Corps of Engineers will be asked if the process can be sped up.

Joyce asked if the site for the hotel development is by the liquor store. Hage said no.

**Motion by Ray second by Jones to approve the 1<sup>st</sup> Reading of Ordinance No. 157 Second Series as presented. Motion carried 4 – 0 (Johnson absent).**

Hensen said the next item is a Conditional Use Permit requested by Don and Esther Kalash for a new home and garage at 1129 5<sup>th</sup> Avenue. The Conditional Use Permit is needed as the garage is larger than allowed for an accessory structure. The Planning & Zoning Commission is recommending approval with the condition that no other accessory structures are to be built on the site.

**Motion by Jones second by Joyce to approve a Conditional Use Permit for 1129 5<sup>th</sup> Avenue, as presented. Motion carried 4 – 0 (Johnson absent).**

Jones said that he would want to see any conditions documented in writing for the future in case an issue arises there is a paper trail.

### 8. Fire Department:

Maricle said the annual Firefighter Relief Association report is in the packet. The report shows a budget adequate to fund the relief benefits and a fund surplus. He noted that the Relief Association makes adjustments in benefits if there is a problem covering the costs.

**Motion by Ray second by Cooley to approve the Firefighter Relief Association report as presented. Motion carried 4 – 0 (Johnson absent).**

Dan Ortmann, Fire Chief, said there is a letter of intent to apply for a MN Department of Public Safety grant to be used for a new washer designed for turn-out gear. The grant is for up to \$10,000 with a 10 percent match. The new facility is being wired and plumbed for the washer, but no funding for the equipment has been included outside of this grant.

**Council member Ray introduced the Resolution No. 2016-60, entitled “RESOLUTION SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE MN DEPARTMENT OF PUBLIC SAFETY GRANT PROGRAM ON BEHALF OF THE**

**WINDOM FIRE DEPARTMENT” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Yes: Ray, Cooley, Jones and Joyce. No: None. Absent: Johnson. Abstain: None. Resolution passed 4 – 0.**

Ortmann said that the Fire Department had received a US Fish & Wildlife grant for \$2,300 for new hose. This grant must be matched with \$2,300 from the Windom Fire Department. He said that they currently have all available hose on the fire trucks and this would help replace hose. He should have money in his 2016 budget to pay the \$2,300, but some could come from 2017.

**Council member Ray introduced the Resolution No. 2016-61, entitled “AUTHORIZATION TO EXECUTE US FISH AND WILDLIFE SERVICE GRANT AGREEMENT FOR THE WINDOM FIRE DEPARTMENT” and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Yes: Cooley, Jones, Joyce and Ray. No: None. Absent: Johnson. Abstain: None. Resolution passed 4 – 0.**

9. Electric Department – Transformer and Equipment Project Bid Award:

Brent Brown, Electric Utility Manager, said that the project includes a new main transformer, switches and related items. This has been planned for several years. The new transformer will replace the existing one, which will be used as a back-up. The project engineer has reviewed the bids in response to the specifications and the Utility Commission has made recommendations to award the bids on the project as presented. The items were bid separately to get the best pricing.

Brown said the transformer was estimated to be \$700,000 and the low bid is from OTC Services for \$474,157. The 15KV indoor switch was estimated at \$630,000 and the low bid is \$511,454.71 from States Mfg. The 69KV group switch was estimated at \$40,000 and the low bid was \$8,195 from Southern States. The Utility Commission recommendation is to award these bids for base bid and alternates A and C.

Joyce asked about the low bid from WESCO on the 15KV switch and why it was not selected. Brown replied they would not comply with the City’s bid specifications so it was deemed unresponsive.

Maricle noted that the bids were good prices.

Jones asked where the \$1 million to pay for this is coming from. Brown replied the Electric Fund has reserves saved to pay for the project.

Joyce asked about the anticipated useful life of the equipment. Brown said that the manufacturer says 30 years, but it could last longer. The fault curve does go up with the higher aged units.

**Council member Jones introduced the Resolution No. 2016-62, entitled “A RESOLUTION AWARDING THE CONTRAXTS FOR THE WINDOM SUBSTATION PROJECT” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Jones, Joyce, Ray and Cooley. No: None. Absent: Johnson. Abstain: None. Resolution passed 4 - 0.**

10. Housing Tax Abatement Discussion:

Hage said the idea of a tax abatement program to assist with new residential construction came from the Joint Government meetings. This program has been used in Nobles County and other areas to incentivize housing. In Windom there have been 1.6 houses per year built over the last 10 years. Hage is suggesting modeling a program in Cottonwood County to replicate the Nobles County Initiative. This program would have a window for three years of construction and then provide each unit built a five-year property tax abatement from the City, County and School District. His goal is to boost housing starts to 4.6 per year, which is about half of the experience in Nobles County. The abatement is only on the new construction. He noted one concern raised is why do tax abatement for high cost homes. Hage said the program is about getting new housing, but it is also a way to increase the tax base. So, if someone is willing to build a \$500,000 home the taxes abated for five years would be small compared to the taxes generated over the life span of that home. He has presented to the County Commissioners and will be following up with them individually. Hage showed data via PowerPoint and an example of tax abatement for a \$200,000 home in Windom is \$12,120. There is interest by the School district and other Cottonwood County communities. He asked the City Council for consensus on moving ahead with the work on the program with formal approval coming in the future.

Maricle said that he likes the idea and as there are not many homes being built.

Joyce asked if the program is an all-or-nothing venture if one of the taxing jurisdictions did not participate. Hage said each jurisdiction would have to approve the abatement applications individually, but he hoped all would be participating.

Joyce said the tax data was interesting and asked if the presentation can be posted on the City website. Joyce noted this program is for new construction and asked what is being done for renovation or remodeling. Hage said that a Small Cities grant is being sought and there are other programs that can address blight. He noted that the tax abatement program will work for lots where there is a demolition and rebuild.

Cooley asked why Jeffers and Mt. Lake do not appear to be interested. Hage said that Mt. Lake indicated they had already subsidized lots for development and did not want to add another incentive. Jeffers was concerned that there could be cost to them, but Hage noted the tax abatement is the temporary rebate of future tax receipts so there is no up-front cost.

Jones asked if the City and School could move ahead if the County did not participate. Hage replied that the City and School could do the program, but wants the County to participate too.

Maricle asked each Council member if they wanted to proceed and the consensus of the Council was to move ahead with the program and to work with the School district and County.

11. Set Preliminary 2017 Property Tax Budget Levy:

Nasby said there was a memo and budget information in the Council packet. He noted the proposed seven percent preliminary property tax levy increase is predicated on a status quo

budget for three percent increase and four percent increase set-aside for new debt service on the Emergency Services Facility (ESF). This four percent debt service increase is dependent on the Council completing the discussed transfers from Liquor, Electric and Hospital. Contributions from the Ambulance Fund, General Fund and Liquor Fund are also assumed in the budget, which leaves \$2 million to be financed. The township contributions are also to be included. The 2017 budget does not include any new programs, no new staff but does include the projected capital allowances, labor costs and health insurance.

Joyce said that the five-year projections do look encouraging after the 2018 budget.

Jones asked if the budget was tight. Nasby said staff went through line-by-line and no items are out of the ordinary. The audits show the budget and actual expenditures are always close. Nasby said that contributions amounting to \$1.9 million from the Ambulance Fund, General Fund and Liquor Fund are also assumed in the ESF financing along with the transfers. If the debt service was to be included totally in the property tax levy the levy would need a 10% increase.

Joyce said the Electric Fund transfer was \$195,000 in 1986 and he would like to know why it was set at that level and what it should be now.

Jones said that a formula such as cost per kWh would be better to follow the sales.

Joyce said that the transfers should all be studied to set the rationale and rates for transfers.

Jones noted the Electric Department has saved up money to fund its capital projects so is this the way to fund those or capitalize.

Maricle said he would prefer to capitalize the cost so the people getting the benefit pay for the cost versus having customers pay for it up-front and they may benefit from it or not.

Jones said he is comfortable setting the preliminary levy at the staff suggested rate, but would want to work to reduce the final number to six percent or less.

**Council member Cooley introduced the Resolution No. 2016-63, entitled “A RESOLUTION ADOPTING PROPOSED PROPERTY TAX LEVY” and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Yes: Jones, Joyce, Ray and Cooley. No: None. Absent: Johnson. Abstain: None. Resolution passed 4 - 0.**

12. Establish 2017 Budget Hearing Dates:

Maricle said the City Council meetings for the budget hearing and adoption would be the same as the regular meetings in December. The dates are December 6 for the Truth in Taxation hearing and then December 20 for budget passage. The meetings would be at City Hall and the start time is 7:00 pm on December 6 and 7:30 pm on December 20.

The Council also needed to set a budget workshop date. After discussion, October 3, 2016 at 5:30 pm at City Hall was selected.

13. Disposition and Donation of Surplus Equipment:

Nasby said that the skate rink boards, some lights and the basketball hoops at Witt Park were not needed by the City. The boards were offered to the Hockey Association as they helped get them initially installed, but they did not express an interest. As such, the City had an inquiry from the City of Bingham Lake. Nasby said that Bingham Lake would remove the boards at their expense and within the City's timeframes so the decision was made to get the items removed.

**Motion by Jones second by Joyce to declare the skate park boards, lighting and basketball hoops as surplus equipment and approve the donation of the items to the City of Bingham Lake conditioned on them removing the items. Motion carried 4 – 0 (Johnson absent).**

14. Personnel:

Maricle said there is a request to hire Yanik Tade for the soccer recreational program.

**Motion by Cooley second by Jones to approve hiring Yanik Tade for the seasonal soccer recreation program. Motion carried 4 – 0 (Johnson absent).**

Maricle noted a memorandum handed out about hiring an Arena part-time maintenance worker. The recommendation is to hire Jeffery Hunter.

**Motion by Joyce second by Cooley to approve hiring Jeffery Hunter for the part-time Arena maintenance position. Motion carried 4 – 0 (Johnson absent).**

15. New Business:

None.

16. Old Business:

None.

17. Regular Bills:

**Motion by Ray second by Jones to approve the regular bills as presented. Motion carried 4 – 0 (Johnson absent).**

18. Contractor Payment – Water Tower Project – M & K Painting:

Mike Haugen, Water/Wastewater Superintendent, said that pay request four is for \$59,755.

Jones said that some claims had been made related to overspray of paint on nearby vehicles. Haugen replied that the claims are being handled by the contractor and project inspector. Jones wanted to know if the City was withholding enough money yet so if there was a dispute the City could satisfy the claims. Haugen said that there was about \$200,000.

Joyce asked about the completion date. Haugen replied that the painting is done and the testing is underway and it could be completed within a week if all goes well.

Cooley asked about the green tint. Haugen said that was the color of the primer.

**Motion by Ray second by Joyce to approve pay request #4 for M & K Painting in the amount of \$59,755.00 as presented. Motion carried 4 – 0 (Johnson absent).**

Jones asked about the wastewater project with Prime Pork. Haugen said the item will be discussed at the September 28 Utility Commission meeting.

19. Council Concerns:

Joyce said that he would like to firm up the township agreement for the ESF. Nasby said the City and Township representatives met yesterday for discussion. Joyce encouraged City staff to attend the LMC Regional meeting in Slayton. Joyce said he was at the Hospital Board meeting and the packet is in the Council information. The hospital tracks patient concerns and responds to them with Sanford and the doctors. There are also informational items in those packets. He noted that Coffee with Council is good for conversation, but wondered if the Council should have an official Facebook page to communicate. Jones noted that there could be open meeting law implications and that he feels face to face communication is better as some things can be taken out of context if only a short written piece. Maricle said that individual Facebook pages may be best as each Council member may have different reasons for votes, etc. Joyce said he is going to do a public official page for himself.

Cooley said he is excited for the Arena partnership with Windom Youth Hockey.

Ray noted some internet problems recently. Jeff Dahna, Windomnet GM, said that there were some issues due to lightning strikes that impacted equipment, but also the equipment in homes. Windomnet repaired the equipment and assisted homeowners. Another issue arose when the system was hacked and a huge amount of internet traffic was sent to an individual user, which slowed the whole system. That user was contacted and shut down while the problem was fixed.

Maricle noted he will be absent October 18.

20. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 9:13 pm.

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Corey Maricle, Mayor

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

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

August 16, 2016 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Tuesday, August 16th, 2016, in the Hillside Manor Community Room. Board Members present: Frank Dorpinghaus, Margaret McDonald, Linda Jaakola, Pat Tepley. Also present were: Executive Director, DeeAnna Peterson, Operations Manager, Connie Clausen, new operations staff, Linda Loewen and Riverview Liaison, Ronda Renee Koch; City Liaison, Bryan Joyce. Absent: None.

The meeting was called to order at 4:03 p.m. with the consent agenda approved (Tepley/McDonald) which included the agenda, minutes of the previous meeting and the utilities, balance report and bills report.

Old business consisted of:

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1. POHP Grant update: The B3 requirements are being processed which has caused construction to stop until further notice, which will also extend the construction contract. We are making a request to MHFA to continue working on the initial two units.
2. The Hillside Porch Project update: Brunton Architects has been in contact with Rocker Construction. Negen Construction has been contracted to re-do the cement patio as soon as possible.
3. There is a new opportunity for commissioner training called "Lead the Way". The website information has been provided on the Agenda and will continue to be for the coming couple of months.
4. The 2014 CFP is complete and close out paperwork has been sent. We are still waiting for the close-out paperwork from HUD.
5. Missouri Energy update: All the light bulbs have been changed out to high efficiency lighting in both Riverview Apartments and Hillside Manor except those with ballasts. Steve will be doing some training with Ron's Electric soon so he is able to finish changing out those lights as well.
6. Maintenance Staff update: Steve is now back working full-time. Amber has completed her 90-day probation period. Wayne is back to working two days per week in Windom as well.

New Business consisted of:

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1. Staff is working on updating the community rooms at Riverview Apartments. Games and puzzles will be sorted through and updated. New furniture has also been ordered using non-HUD funds.
2. New administration staff, Linda Loewen, started on Monday, August 15, 2016. She will be training into the Operations Manager position.
3. The Executive Director requested to add our current Operations Manager (Connie Clausen) as signer on two of the business checking accounts which are the non-HUD funds account #2692 and the Special Projects account #2676. The signature sheets for all accounts need to be updated with her new last name as well. A motion was made and approved to add the current Operations Manager to the Non-Hud funds checking account and the Special Projects checking account and also to move the TIF funds dormant checking account #2668 to a checking account in order to gain interest (Tepley/Jaakola).
4. The Executive Director is currently working on plans for a "Thank-you" Event in regards to the grants received for the RV Wall Project. It is currently scheduled for Monday, October 3<sup>rd</sup> at 11am. It will be held at the BARC Center. This event will include a program, a light lunch, before & after pictures of the project and tours of the units in various stages of construction.
5. Maintenance staff is researching costs to add a handi-capped door opener and key pad system to the exterior door that leads into the community room at Hillside Manor.
6. The Executive Director presented new preferences for the housing application. These new preferences include adding a person with a disability and also a person who is homeless. A motion was made and approved to add new preferences, 1). Disabled; 2). Disabled and working at least 20 hours per week; and 3). Homeless, to the housing application (McDonald/Jaakola).
7. We are still in search of a new board member candidate. If we are not able to come up with a name, we will need to submit a request to the mayor.
8. The auditor was here July 13<sup>th</sup> and completed the annual audit. We are waiting for the final audit report.

9. The Executive Director reports that PIC is having problems with the 2017 calculations. She contacted HUD and was told to certify even though the information is not correct.
10. An updated Personnel Policy was proposed by the Executive Director. It was sent out to all employees and board members for review and comment until Monday, August 29, 2016.
11. Upcoming board meeting dates changed to: Wednesday, September 7<sup>th</sup> (Riverview) and Wednesday, October 5<sup>th</sup> (Hillside Manor).

With no further business, the meeting was adjourned at 5:10 pm (Jaakola/McDonald).

Frank Dorpinghaus, Chairman

DeeAnna Peterson, Executive Director

**TELECOM COMMISSION MEETING AGENDA  
SEPTEMBER 26TH, 2016  
6:00PM  
CITY OF WINDOM COMMUNITY CENTER  
1750 COTTONWOOD LAKE DRIVE  
WINDOM, MN 56101**

**I. Call to Order**

Lund calls meeting to order 6:12 pm

**II. Roll Call**

Members Present: Dominic Jones, Jeremy Lund, Bryan Joyce

Members Absent: Travis Eichstadt, Jerry White

Staff Present: Jeff Dahna, Windomnet Operations Manager, Steve Nasby, City Administrator

Others Present: Dirk Abraham

**III. Approve Minutes - July 25<sup>th</sup>, 2016 and August 22, 2016**

**Motion to Joyce, seconded by Jones, to approve the minutes from the July 25<sup>th</sup> and August 22<sup>nd</sup>, 2016 meeting.**

**Motion carries 4-0.**

**IV. SMBS Liaison Report**

Dahna reports that SMBS had Shannon Sweeney, a financial planner, to review SMBS to switch to an IPTV Skitter TV platform and purchase STBs. SMBS is looking into purchasing their building from the city of Lakefield.

**V. Project Updates**

Dahna updates on the Metaswitch migration and getting the local off air signals from Monticello Fibernet. Dahna updates that the fiber PON cabinet and hand hole will be installed in the NWIP and Windom Truck Wash fiber drop installed soon.

**VI. Manager's Report**

Dahna reports on his trip to Huxley Communications in Huxley, IA. Dahna, Tim Fjeld, Travis Thies (SMBS) and Lee Untiedt (SMBS) traveled to Huxley. Met with Terry from Huxley. Discussion over the methods, experiences, issues/resolutions and feedback from customers during their migration to Skitter TV and delivery of the IPTV services to their customers. Huxley packages their bundles with a voice line. Dahna covers the post meeting discussion with SMBS with committee. Dahna recommends that Windom continues to pursue the Skitter TV option.

A new satellite dish had to be installed to get reception from a different satellite for some of our SD channels that the broadcasters moved to different satellite.

## **VII. New Business**

Dahna cover the different ONT pricing that he is looking at for a FD-500 migration to E7. Dahna covers a new Calix program coming out that may work well to significant reduce ONT costs. Program details will be released on Oct. 3<sup>rd</sup>.

Dahna covers the costs and various options to do a migration and the cutover crew options and timelines. MDU options covered for IPTV delivery.

Committee directs Dahna to do the following:

1. Work out cost of the migration to E7 and Skitter TV project
2. Work with Nasby, Carlson and Joyce to work out a financial plan
3. Receive and review the current Aureon/Skitter TV Slice contracts.

## **VIII. Old Business**

### **Fiber Expansion Projects**

Dahna covers the possibility of placing fiber to Jeffers, MN and Boarder to Boarder Broadband stimulus options and pursue B2B Broadband in the future. Windom should discuss this with city of Jeffers. Jones states that Redrock Rural Water would be interested in assisting with the cost of getting fiber north of Windom by paying for two miles of fiber. Dahna reports that the dump would like to get Windomnet services to the dump. Dahna feels that Windom should reach out to the Cottonwood County to explore fiber expansion.

### **Skitter TV Skitter Slice**

Dahna covers the benefits of going to Skitter TV. Skitter TV membership fee will be \$60,000 as of January 2017.

### **Pricing**

Dahna covers his issues with some of Windomnet's pricing options, special services, ect. Dahna requests as General Manager he be allowed to negotiate and set pricing as he sees fit for Windomnet services. Commissioners' consensus is to allow Dahna to negotiate and set pricing at the time as he sees fit and report these to the committee.

## **IX. Commissioners concerns and questions**

Joyce questions the internet subscriber counts was declined by about 60 subscribers. Dahna will research and report back to the committee.

## **XI. Adjourn**

Adjournment by unanimous consent at 7:37pm.

Due to scheduling conflict the October meeting will be November 7<sup>th</sup>  
Following regular meeting is November 28<sup>th</sup>

Community Center Commission Minutes  
Monday September 26, 2016

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:40 p.m.

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

3. Approval of Minutes:

**Motion by Kelly Woizeschke, seconded by Mitch Voehl to approve the July 25, 2016 Community Center Commission Minutes. Motion carried 3-0**

4. Additions to the agenda:

Nothing to Report

5. Correspondence Comments:

All comments were good for Rental Surveys

6. President's Report:

Nothing to Report

7. Director's Report:

a. Review of summary for "Ein Bier Bitte". WCC Director Bussa went over pre event budgeted expense and revenue and promotions as to date. WCC Director discussed pre event needs as permits and grounds needs such as tents, tables and electrical and discussed breakdown of tasting and concert venue. WCC Director Bussa talked about volunteer needs and groups that have been approached and discussed layout of grounds and clean up issues. WCC Commission advised WCC Director Bussa to seek approval for closure of North Redding Avenue from parking lot to North to Spec Building.

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 October 24, 2016 @ 5:30 pm

**Adjourn:**

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

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Wayne Maras, WCC President

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Linda Stuckenbroker, WCC Secretary

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

## UTILITY COMMISSION MINUTES

City Hall, Council Chamber

September 28, 2016

**Call Meeting to Order:** The Utility Commission meeting was called to order at 10:00 a.m. in the City Hall Council Chamber.

**Members Present:** Utility Commission Chairperson: Mike Schwalbach  
Members Present: Tom Riordan  
Member Absent: Glen Francis  
City Council Liaison: Dominic Jones (absent)  
Staff Present: Mike Haugen, Water/Wastewater Superintendent; Bruce Caldwell, Streets & Parks Superintendent; Glenn Lund, Water/ Wastewater Foreman; Chelsie Carlson, Finance Director; Steve Nasby, City Administrator

### APPROVE MINUTES

**Motion by Riordan, seconded by Schwalbach, to approve the September 14, 2016 Utility Commission minutes. Motion carried 2 – 0.**

### WATER/WASTEWATER ITEMS

#### 2017 Street Project

Bruce Caldwell, Streets & Parks Superintendent, was present to update the Commission on the proposed 2017 Street Project. The initial project scope was paired down to reduce overall costs. Caldwell and Haugen prioritized the streets based on current condition and were able to remove some of the lower priority streets. Caldwell presented the updated list of streets included in the 2017 Street project to the Commission. The streets removed will be added to the list for future street projects. The plan is to bid the 2017 Street Project in January or February.

Caldwell announced his retirement effective 12/31/2016. He will be on vacation most of December.

#### Water and Sewer Service – County Rd 26 Property

Jean Fast was present to discuss a property on County Road 26 to provide City Water and Sewer service. This property is currently in foreclosure. The estimate provided to the former owners was approximately \$30,000. Fast reported interest in the property but lenders will not finance the cost of the Water and Sewer service upgrades. Fast was requesting approval by the City to allow these costs to be assessed to the taxes instead of an upfront cost to potential buyers. The Commission is supportive but would like to know the actual costs before making a recommendation to the Council. Fast will get two quotes and report back to the Commission. The final approval will be made by the Council.

#### 2016 Sanitary Sewer Rehabilitation Cost Share

Travis Winter, and Kelly Yanke, Bolton & Menk were present to discuss 2016 Sanitary Sewer Rehabilitation Project and the cost share with Prime Pork, LLC and Windom Wash, LLC. Yanke reported Prime Pork and Windom Wash have agreed to build the monitoring station building and split the cost. These costs will be removed from Schedule B of the project with a change order. The building will be inspected by City building inspector and meet requirements of Bolton & Menk. The Commission needs the final project cost for Schedule B before making a recommendation to award the bid. Also, there is ongoing discussion on cost sharing of project costs included in Schedule A. Winters will work on change order for Schedule B and bring back to the Commission.

### Prime Pork and Windom Wash SIU

Yanke and Haugen are drafting SIU agreements for Prime Pork, LLC and Windom Wash, LLC. The agreements include a base fee and a user fee. The base fee will be related to the debt service on future plant upgrades needed to accommodate future operations while the user fees will be based on loadings. The agreements will incorporate language to cover the remaining base charges if either entity ceases operation before debt service is paid in full. The draft agreements include interim loading rates that will be in effect until plant upgrades are completed. The Prime Pork levels were based on prior PM Beef Holding's levels while the Windom Wash rates were based on levels provided by Scott Veenker. Glenn Lund explained the loading rates are based on budget expenses and will be adjusted annually with the annual budget.

Riordan asked about other chemicals that may be released from Windom Wash and Prime Pork operations. Yanke noted the draft agreements include a section on prohibited discharges. Prime Pork and Windom Wash will be responsible for any costs associated with the release of any prohibited discharge.

Lund noted with the new agreements, Prime Pork and Windom Wash will be billed directly for sample testing. The City will collect the sample but the vendor will bill the entity directly.

A few specifications related to billing were also discussed during the meeting. Yanke will update the changes discussed and provide updated agreements to the City Administrator to have reviewed by the City Attorney.

### Other Water/Waste Water Items

Haugen reported the water tower project is near completion. He also noted the City has received a few complaints of overspray to personal vehicles. Haugen has been in contact with the contractor and all claims will be covered by the contractor. These claims will be settled before the final payment is made to the contractor.

Haugen and Yanke reported the City passed the recent toxicity tests but the TRE is still required. Yanke recommends not sampling again until Prime Pork and Windom Wash are operating.

The results from the July groundwater sampling event for the Former Windom Municipal Dump were presented to the Commission in a memo from Wenk. The results indicate the vinyl chloride (VC) has not been detected at any of the monitoring points. It was noted that the levels of cis- 1- 2 dichlorethene detected at various sites remain below the current Minnesota Department of Health based value. The recovery wells are in operation with anticipated shut-off November 1, 2016. It is recommended that the recovery wells be restarted as soon as practical in the spring of 2017.

## ELECTRIC ITEMS

### Circuit Switcher Bid

Brown provided a memo to Commission as follow-up to the Circuit Switcher bid review at the prior Commission meeting. Alstrom had the sales tax adjusted low bid but Stuart C Irby was a close second with a bid amount of \$60 higher. The project engineer had noted the Alstrom equipment requires two foundations where one is only required in the Stuart C Irby bid. The engineer would recommend selecting Stuart C Irby bid. The Commission was concerned regarding the legality of not selecting the low bid by Alstrom since all specification requirements were met. Brown explains in his memo, the League of MN Cities provided clarification on bid laws specifying the City has flexibility to take into account the "adaptability" of equipment that was bid. The low bid would require the City to install an additional footing with an estimated cost of \$2,000. This additional cost would ultimately cost the City more to accept the Alstrom bid. Based on this

information, City Staff and engineers recommend accepting the bid from Stuart C Irby for the amount of \$46,260.00

**Motion by Riordan, seconded by Schwalbach, to accept Stuart C Irby based on them signing off on Addenda 1. Motion carried 2-0.**

**REGULAR BILLS**

**Motion by Riordan, seconded by Schwalbach, to approve regular bills. Motion carried 2-0.**

**OLD BUSINESS**

Colton step increase. Dodge to provide written request and support with next packet.

Nasby informed the Commission of ongoing discussions by Council relating to funding Emergency Services Facility. The Council is reviewing transfers from other City funds. They are requesting the electric fund transfer go back to at least \$196,000 for 2017 budget year. The Council may be hiring a consultant to independently evaluate transfers from all funds for future year budget recommendations. Schwalbach expressed opposition to increasing the electric fund transfer. He requests that Council consider the history and other contributions by the electric fund to City projects. Schwalbach would like an opportunity to have discussions with the Council regarding the transfer before any action is taken to adjust the electric fund transfer amount.

**NEW BUSINESS**

The next Utility Commission meeting will be October 12<sup>th</sup> at 10:00 a.m.

**ADJOURN**

Schwalbach adjourned the meeting at 12:25 p.m.

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

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

**Windom Airport Commission Minutes  
September 28, 2016**

The Windom Airport Commission met on September 28, 2016, at 3:00 p.m. at the Windom Airport. Members present were Brian Underwood and Kjell Turner. Members absent: Shelby Medina, Tod Quiring, Orville Wojahn, Greg Crow, Scott Fredin and Liaison Mayor Corey Maricle. Others Present- City Staff: Steve Nasby and Denise Nichols, Airport Engineer – SEH Eric Hanson.

Chairman Underwood called the meeting to order.

1. **Approve Minutes:** (no quorum present)
2. **Land Lease/Private Hangars:** Chair Underwood reviewed with the Commission the purpose of the meeting. A local sprayer business would like to expand their fleet and are researching options for a base of operations location at the Windom Airport. They would need a hangar, approximate size 60' x 60', with a loading pad. Those present reviewed the ALP Terminal Area Plan page and determined that the preferred location for this type of operation would be Terminal Area Plan Spaces F7, F8 and F9. Hanson recommended that Space F7 should be considered for the future loading pad.

Those present discussed funding for a new hangar and the potential for a land lease for a private hangar. Items reviewed regarding a lease and private hanger construction included components to include in the lease, insurance, construction type and appearance. It was agreed that if a lease is approved by the City Council, these items would be subject to review and approval by the Airport Commission and/or City Council. Consensus by those present was to recommend to the City Council the consideration of a land lease for the construction of a private hangar at the Windom Airport.

3. **Other Business:** None
4. **Commission Concerns:** None
5. **Master Plan On-Site Meeting – November 2016:** Airport Engineer Hanson reviewed with those attending the Master Plan process and the requirement to hold a Master Plan Kick-Off Meeting. He suggested that those invited to attend should be City Officials, Airport Commission and City and County Zoning officials or staff.
6. **Adjourn:** Chairman Underwood declared the meeting adjourned at 4:11 p.m.

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Brian Underwood, Chairman

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



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Mary Hensen, EDA/B&Z Admin. Asst.  
**Council Meeting Date:** October 4, 2016  
**Item Title/Subject:** **SECOND READING - ORDINANCE NO. 157, 2<sup>ND</sup> SERIES**  
**("Floodplain Management") AND TITLE AND SUMMARY**

Second Reading of Ordinance: The City Council approved the first reading of Ordinance No. 157, 2<sup>nd</sup> Series (revision of Chapter 153 – "Floodplain Management") on September 20, 2016. The second reading is scheduled for October 4, 2016. At that time, the ordinance can be adopted. For your convenience, attached is an additional copy of proposed Ordinance No. 157, 2<sup>nd</sup> Series.

**Requested Action:** Approve the second reading of Ordinance No. 157, 2<sup>nd</sup> Series and adopt the ordinance.

Title and Summary: Due to the cost for publication of lengthy ordinances, there is a provision in State Law which allows cities to publish a title and summary of an ordinance.

A proposed Title and Summary has been prepared and reviewed by the City Attorney.

Attached is a copy of the proposed "Title and Summary of Ordinance No. 157, 2<sup>nd</sup> Series" for your review. Pursuant to State law, the Council needs to approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance. Approval of the Title and Summary requires a 4/5 vote of the Council.

**Requested Action:** Review the "Title and Summary of Ordinance No. 157, 2<sup>nd</sup> Series" for publication. Approve by motion: Publication of a Title and Summary of Ordinance No. 157, 2<sup>nd</sup> Series and determine that the text of the proposed summary will clearly inform the public of the intent and effect of the ordinance.

Should you have any questions concerning the Title and Summary, please contact me at City Hall or by phone at 832-8659. Either Drew or I will be present at the City Council Meeting on October 4<sup>th</sup> for any additional questions you may have at that time regarding the Title and Summary.

Thank you.

Respectfully Submitted,

Mary Hensen, EDA/B&Z Admin. Asst.

Attachments

ORDINANCE NO. 157, 2<sup>ND</sup> SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,  
AMENDING CITY CODE CHAPTER 153  
ENTITLED "FLOODPLAIN MANAGEMENT"

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City Council adopted Ordinance No. 125, 2<sup>nd</sup> Series on December 15, 2003, (effective date December 24, 2003) which amended the existing Chapter 11, "Land Use Regulations ("Zoning"), of the City Code including a revised "Floodplain Management" Section (11.73); and

WHEREAS, thereafter the City Council adopted Ordinance No. 138, 2<sup>nd</sup> Series on October 16, 2012, (effective October 24, 2012) which codified the City Code and renumbered the Floodplain Management section of the City Code as Chapter 153; and

WHEREAS, the Minnesota Department of Natural Resources ("DNR") has recommended that the City of Windom adopt a revised Floodplain Management Ordinance to include references to floodplain mapping changes and also to include language required by the Federal Emergency Management Agency ("FEMA"), all of which have occurred since adoption of the ordinance in 2003; and

WHEREAS, an amended ordinance based on the DNR's sample ordinance has been prepared, reviewed and approved by the City Attorney and the Planning Commission, and recommended by the Planning Commission for approval by the City Council; and

WHEREAS, the City Council has reviewed the proposed amendment of Chapter 153 and determined that it is in the best interests of the citizens of Windom that Chapter 153 be amended as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY DELETING CHAPTER 153 ("FLOODPLAIN MANAGEMENT") IN ITS ENTIRETY AND INSERTING THE FOLLOWING IN LIEU THEREOF:

## CHAPTER 153: FLOODPLAIN MANAGEMENT

### Section

#### *Statutory Authorization, Findings of Fact and Purpose*

- 153.001 Statutory Authorization
- 153.002 Purpose

#### *General Provisions*

- 153.003 How to Use This Ordinance
- 153.004 Lands to Which Ordinance Applies
- 153.005 Incorporation of Maps by Reference
- 153.006 Regulatory Flood Protection Elevation
- 153.007 Interpretation
- 153.008 Abrogation and Greater Restrictions
- 153.009 Warning and Disclaimer of Liability
- 153.010 Severability
- 153.011 Definitions
- 153.012 Annexations
- 153.013 Detachments

#### *Establishment of Zoning Districts*

- 153.014 Establishment of Zoning Districts

#### *Floodway District (FW)*

- 153.020 Permitted Uses
- 153.021 Standards for Floodway Permitted Uses
- 153.022 Conditional Uses
- 153.023 Standards for Floodway Conditional Uses

#### *Flood Fringe District (FF)*

- 153.025 Permitted Uses
- 153.026 Standards for Flood Fringe Permitted Uses
- 153.027 Conditional Uses
- 153.028 Standards for Flood Fringe Conditional Uses

#### *General Floodplain District (GF)*

- 153.030 Permitted Uses
- 153.031 Procedures for Floodway and Flood Fringe Determinations

#### *Land Development Standards*

- 153.035 Land Development Standards

***Public Utilities, Railroads, Roads, and Bridges***

153.040 Public Utilities, Railroads, Roads, and Bridges

***Manufactured Homes and Manufactured Home Parks***

153.045 Manufactured Homes and Manufactured Home Parks

***Recreational Vehicles***

153.046 Recreational Vehicles

***Administration***

153.050 Administration

153.060 Variances

153.065 Conditional Uses

***Nonconformities***

153.070 Nonconformities

***Amendments***

153.075 Amendments

***Penalties and Enforcement***

153.999 Penalties and Enforcement

## **FLOODPLAIN MANAGEMENT**

### ***STATUTORY AUTHORIZATION, FINDINGS OF FACT AND PURPOSE***

#### **§ 153.001 STATUTORY AUTHORIZATION.**

The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and Chapter 462, as amended from time to time, delegated the responsibility to local government units to adopt regulations designed to minimize flood losses.

#### **§ 153.002 PURPOSE.**

(A) This ordinance regulates development in the flood hazard areas of the City of Windom. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.

(B) *National Flood Insurance Program Compliance.* This ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

(C) This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

### ***GENERAL PROVISIONS***

#### **§ 153.003 HOW TO USE THIS ORDINANCE.**

This ordinance adopts the floodplain maps applicable to the City of Windom and includes three floodplain districts: Floodway, Flood Fringe, and General Floodplain.

(A) Where Floodway and Flood Fringe Districts are delineated on the floodplain maps, the standards in Sections 153.020 through 153.028 will apply, depending on the location of a property.

(B) Locations where Floodway and Flood Fringe Districts are not delineated on the floodplain maps are considered to fall within the General Floodplain District. Within the General Floodplain District, the Floodway District standards in Sections 153.020 through 153.023 apply unless the floodway boundary is determined, according to the process outlined in Section 153.031. Once the floodway boundary is determined, the Flood Fringe District standards in Sections 153.025 through 153.028 may apply outside the floodway.

#### **§ 153.004 LANDS TO WHICH ORDINANCE APPLIES.**

This ordinance applies to all lands within the jurisdiction of the City of Windom shown on the Official Zoning Map and/or the attachments to the map as being located within the boundaries of the Floodway, Flood Fringe, or General Floodplain Districts.

(A) The Floodway, Flood Fringe and General Floodplain Districts are overlay districts that are superimposed on all existing zoning districts. The standards imposed in the overlay districts are in addition to any other requirements in this ordinance. In case of a conflict, the more restrictive standards will apply.

**§ 153.005 INCORPORATION OF MAPS BY REFERENCE.**

The following maps together with all attached materials are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance. The attached material includes: the Flood Insurance Study for the City of Windom dated June 5, 1989; the Flood Insurance Rate Map for the City of Windom, panels 2700900001C dated June 5, 1989; therein. the Flood Insurance Study for County of Cottonwood, Minnesota Unincorporated Areas dated July 1980; the Cottonwood County Unincorporated Areas Flood Insurance Rate Map panels 2706220180, 2706220180B, 2706220185B, 2706220190, 2706220190B, and 2706220195B dated January 2, 1981; and the Letter of Map Revision, Case No. 15-05-5228P, with an effective date of March 17, 2016, including all attached maps, tables, and flood profiles; all prepared by the Federal Emergency Management Agency. These materials are on file in the Building and Zoning Office .

**§ 153.006 REGULATORY FLOOD PROTECTION ELEVATION.**

The regulatory flood protection elevation (RFPE) is an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

**§ 153.007 INTERPRETATION.**

The boundaries of the zoning districts are determined by scaling distances on the Flood Insurance Rate Map.

(A) Where a conflict exists between the floodplain limits illustrated on the official zoning map and actual field conditions, the flood elevations shall be the governing factor. The Zoning Administrator must interpret the boundary location based on the ground elevations that existed on the site on the date of the first National Flood Insurance Program Map showing the area within the regulatory floodplain, and other available technical data.

(B) Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Windom City Council, acting as the Board of Adjustment, and to submit technical evidence.

**§ 153.008 ABROGATION AND GREATER RESTRICTIONS.**

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or other private agreements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

**§ 153.009 WARNING AND DISCLAIMER OF LIABILITY.**

This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This ordinance does not create liability on the part of the City of Windom or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

**§ 153.010 SEVERABILITY.**

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

**§ 153.011 DEFINITIONS.**

Unless specifically defined below, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.

**ACCESSORY USE OR STRUCTURE.** A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

**BASE FLOOD.** The flood having a one percent chance of being equaled or exceeded in any given year.

**BASE FLOOD ELEVATION.** The elevation of the "regional flood." The term "base flood elevation" is used in the flood insurance survey.

**BASEMENT.** Any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

**CONDITIONAL USE.** A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that:

- (1) Certain conditions as detailed in the zoning ordinance exist; and
- (2) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.

**CRITICAL FACILITIES.** Facilities necessary to a community's public health and safety, those that store or produce highly volatile, toxic or water-reactive materials, and those that house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical facilities include hospitals, correctional facilities, schools, daycare facilities, nursing homes, fire and police stations, wastewater treatment facilities, public electric utilities, water plants, fuel storage facilities, and waste handling and storage facilities.

**DEVELOPMENT.** Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**EQUAL DEGREE OF ENCROACHMENT.** A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

**FARM FENCE.** A fence as defined by Minn. Statutes Section 344.02, Subd. 1(a)-(d). An open type fence of posts and wire is not considered to be a structure under this ordinance. Fences that have the

potential to obstruct flood flows, such as chain link fences and rigid walls, are regulated as structures under this ordinance.

**FLOOD.** A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

**FLOOD FREQUENCY.** The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

**FLOOD FRINGE.** The portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Studies referenced in Section 153.005.

**FLOOD PRONE AREA.** Any land susceptible to being inundated by water from any source (see "Flood").

**FLOODPLAIN.** The beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood.

**FLOODPROOFING.** A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

**FLOODWAY.** The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 Code of Federal Regulations, Part 60.3.

**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

**NEW CONSTRUCTION.** Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this ordinance.

**OBSTRUCTION.** Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse, or regulatory floodplain which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

**ONE HUNDRED YEAR FLOODPLAIN.** Lands inundated by the "Regional Flood" (see definition).

**PRINCIPAL USE OR STRUCTURE.** All uses or structures that are not accessory uses or structures.

**REACH.** A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

**RECREATIONAL VEHICLE.** A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

**REGIONAL FLOOD.** A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the 1% chance or 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a flood insurance study.

**REGULATORY FLOOD PROTECTION ELEVATION (RFPE).** An elevation not less than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

**REPETITIVE LOSS.** Flood-related damages sustained by a structure on two separate occasions during a ten- year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

**SPECIAL FLOOD HAZARD AREA.** A term used for flood insurance purposes synonymous with "One Hundred Year Floodplain."

**START OF CONSTRUCTION.** Includes substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit's expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE.** Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in Section 153.046(B) of this ordinance and other similar items.

**SUBSTANTIAL DAMAGE.** Means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

(2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this ordinance, "historic structure" is as defined in 44 Code of Federal Regulations, Part 59.1.

#### § 153.012 ANNEXATIONS.

The Flood Insurance Rate Map panels, adopted by reference into Section 153.005 above, may include floodplain areas that lie outside of the corporate boundaries of the City of Windom at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Windom after the date of adoption of this ordinance, the newly-annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation.

#### § 153.013 DETACHMENTS.

The Flood Insurance Rate Map panels, adopted by reference into Section 153.005 above, will include floodplain areas that lie inside the corporate boundaries of municipalities at the time of adoption of this ordinance. If any of these floodplain land areas are detached from a municipality and come under the jurisdiction of the City of Windom after the date of adoption of this ordinance, the newly-detached floodplain lands will be subject to the provisions of this ordinance immediately upon the date of detachment.

### *ESTABLISHMENT OF ZONING DISTRICTS*

#### § 153.014 ESTABLISHMENT OF ZONING DISTRICTS.

(A) **Floodway District.** The Floodway District includes those areas within Zones AE, A9, A10 (that have a floodway delineated) as shown on the Flood Insurance Rate Map adopted in Section 153.005.

(B) **Flood Fringe District.** The Flood Fringe District includes areas within Zones AE, A9, A10 on the Flood Insurance Rate Map adopted in Section 153.005, but located outside of the floodway.

(C) **General Floodplain District.** The General Floodplain District includes those areas within Zone A as shown on the Flood Insurance Rate Map adopted in Section 153.005.

(D) *Applicability.* Within the floodplain districts established in this ordinance, the use, size, type and location of development must comply with the terms of this ordinance and other applicable regulations. In no cases shall floodplain development adversely affect the efficiency or unduly restrict the capacity of the channels or floodways of any tributaries to the main stream, drainage ditches, or any other drainage facilities or systems. All uses not listed as permitted uses or conditional uses in Sections 153.020 through 153.031 are prohibited. In addition, critical facilities, as defined in Section 153.011, are prohibited in all floodplain districts.

### *FLOODWAY DISTRICT (FW)*

#### § 153.020 PERMITTED USES.

The following uses, subject to the standards set forth in Section 153.021, are permitted uses if otherwise allowed in the underlying zoning district or any applicable overlay district:

(A) General farming, pasture, grazing, outdoor plant nurseries, horticulture, forestry, sod farming, and wild crop harvesting.

(B) Industrial-commercial loading areas, parking areas, and airport landing strips.

(C) Open space uses, including but not limited to private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, hunting and fishing areas, and single or multiple purpose recreational trails.

(D) Residential yards, lawns, gardens, parking areas, and play areas.

(E) Railroads, streets, bridges, utility transmission lines and pipelines, provided that the Department of Natural Resources' Area Hydrologist is notified at least ten days prior to issuance of any permit.

**§ 153.021 STANDARDS FOR FLOODWAY PERMITTED USES.**

(A) The use must have a low flood damage potential.

(B) The use must not obstruct flood flows or cause any increase in flood elevations and must not involve structures, obstructions, or storage of materials or equipment.

(C) Any facility that will be used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

**§ 153.022 CONDITIONAL USES.**

The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 153.065 of this ordinance and further subject to the standards set forth in Section 153.023, if otherwise allowed in the underlying zoning district or any applicable overlay district.

(A) Structures accessory to the uses listed in Sections 153.020 (A), (B), and (C) above and the uses listed in Sections 153.022 (B) and (C) below.

(B) Extraction and storage of sand, gravel, and other materials.

(C) Marinas, boat rentals, permanent docks, piers, wharves, and water control structures.

(D) Storage yards for equipment, machinery, or materials.

(E) Placement of fill or construction of fences that obstruct flood flows. Farm fences, as defined in Section 153.011, are permitted uses.

(F) Travel-ready recreational vehicles meeting the exception standards in Section 153.046(B).

(G) Levees or dikes intended to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

**§ 153.023 STANDARDS FOR FLOODWAY CONDITIONAL USES.**

(A) *All Uses.* A conditional use must not cause any increase in the stage of the 1% chance or regional flood or cause an increase in flood damages in the reach or reaches affected.

(B) Fill; Storage of Materials and Equipment:

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.

(2) Fill, dredge spoil, and other similar materials deposited or stored in the floodplain must be protected from erosion by vegetative cover, mulching, riprap or other acceptable method. Permanent sand and gravel operations and similar uses must be covered by a long-term site development plan.

(3) Temporary placement of fill, other materials, or equipment which would cause an increase to the stage of the 1% percent chance or regional flood may only be allowed if the Building & Zoning Office has approved a plan that assures removal of the materials from the floodway based upon the flood warning time available.

(C) *Accessory Structures.* Accessory structures, as identified in Section 153.022(A), may be permitted, provided that:

(1) Structures are not intended for human habitation;

(2) Structures will have a low flood damage potential;

(3) Structures will be constructed and placed so as to offer a minimal obstruction to the flow of flood waters;

(4) Service utilities, such as electrical and heating equipment, within these structures must be elevated to or above the regulatory flood protection elevation or properly floodproofed;

(5) Structures must be elevated on fill or structurally dry floodproofed in accordance with the FP1 or FP2 floodproofing classifications in the State Building Code. All floodproofed structures must be adequately anchored to prevent flotation, collapse or lateral movement and designed to equalize hydrostatic flood forces on exterior walls.

(6) As an alternative, an accessory structure may be internally/wet floodproofed to the FP3 or FP4 floodproofing classifications in the State Building Code, provided the accessory structure constitutes a minimal investment and does not exceed 576 square feet in size. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following criteria:

(a) To allow for the equalization of hydrostatic pressure, there must be a minimum of two "automatic" openings in the outside walls of the structure, with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and

(b) There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

(D) Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters are subject to the provisions of Minnesota Statutes, Section 103G.245.

(E) A levee, dike or floodwall constructed in the floodway must not cause an increase to the 1% chance or regional flood. The technical analysis must assume equal conveyance or storage loss on both sides of a stream.

(F) Floodway developments must not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.

## **FLOOD FRINGE DISTRICT (FF)**

### **§ 153.025 PERMITTED USES.**

Permitted uses are those uses of land or structures allowed in the underlying zoning district(s) that comply with the standards in Section 153.026. If no pre-existing, underlying zoning districts exist, then any residential or nonresidential structure or use of a structure or land is a permitted use provided it does not constitute a public nuisance.

### **§ 153.026 STANDARDS FOR FLOOD FRINGE PERMITTED USES.**

(A) All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the regulatory flood protection elevation. The finished fill elevation for structures must be no lower than one foot below the regulatory flood protection elevation and the fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure.

(B) *Accessory Structures.* As an alternative to the fill requirements of Section 153.026(A), structures accessory to the uses identified in Section 153.025 may be permitted to be internally/wet floodproofed to the FP3 or FP4 floodproofing classifications in the State Building Code, provided that:

(1) The accessory structure constitutes a minimal investment, does not exceed 576 square feet in size, and is only used for parking and storage.

(2) All portions of floodproofed accessory structures below the Regulatory Flood Protection Elevation must be: (i) adequately anchored to prevent flotation, collapse or lateral movement and designed to equalize hydrostatic flood forces on exterior walls, (ii) be constructed with materials resistant to flood damage, and (iii) must have all service utilities be water-tight or elevated to above the regulatory flood protection elevation.

(3) Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following criteria:

(a) To allow for the equalization of hydrostatic pressure, there must be a minimum of two "automatic" openings in the outside walls of the structure, with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and

(b) There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

(C) The cumulative placement of fill or similar material on a parcel must not exceed 1,000 cubic yards, unless the fill is specifically intended to elevate a structure in accordance with Section 153.026(A) of this ordinance, or if allowed as a conditional use under Section 153.027(C) below.

(D) The storage of any materials or equipment must be elevated on fill to the regulatory flood protection elevation.

(E) All service utilities, including ductwork, must be elevated or water-tight to prevent infiltration of floodwaters.

(F) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.

(G) All fill must be properly compacted and the slopes must be properly protected by the use of riprap, vegetative cover or other acceptable method.

(H) All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation, or must have a flood warning /emergency evacuation plan acceptable to the Building & Zoning Office.

(I) Accessory uses such as yards, railroad tracks, and parking lots may be at an elevation lower than the regulatory flood protection elevation. However, any facilities used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

(J) Interference with normal manufacturing/industrial plant operations must be minimized, especially along streams having protracted flood durations. In considering permit applications, due consideration must be given to the needs of industries with operations that require a floodplain location.

(K) Manufactured homes and recreational vehicles must meet the standards of Sections 153.045 and 153.046 of this ordinance.

#### **§ 153.027 CONDITIONAL USES.**

The following uses and activities may be allowed as conditional uses, if allowed in the underlying zoning district(s) or any applicable overlay district, following the procedures in Section 153.065 of this ordinance.

(A) Any structure that is not elevated on fill or floodproofed in accordance with Sections 153.026(A) and (B) of this ordinance.

(B) Storage of any material or equipment below the regulatory flood protection elevation.

(C) The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with Section 153.026(A) of this ordinance.

(D) The use of methods to elevate structures above the regulatory flood protection elevation, including stilts, pilings, parallel walls, or above-grade, enclosed areas such as crawl spaces or tuck under garages, shall meet the standards in Section 153.028(F).

#### **§ 153.028 STANDARDS FOR FLOOD FRINGE CONDITIONAL USES.**

(A) The standards listed in Sections 153.026(D) through (J) apply to all conditional uses.

(B) Basements, as defined by Section 153.011 of this ordinance, are subject to the following:

(1) Residential basement construction is not allowed below the regulatory flood protection elevation, except as authorized in Section 153.028(G).

(2) Non-residential basements may be allowed below the regulatory flood protection elevation provided the basement is structurally dry floodproofed in accordance with Section 153.028(C) of this ordinance, or meets the “Reasonably Safe From Flooding” standards in Section 153.028(G).

(C) All areas of nonresidential structures, including basements, to be placed below the regulatory flood protection elevation must be floodproofed in accordance with the structurally dry floodproofing

classifications in the State Building Code. Structurally dry floodproofing must meet the FP1 or FP2 floodproofing classification in the State Building Code, which requires making the structure watertight with the walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

(D) The placement of more than 1,000 cubic yards of fill or other similar material on a parcel (other than for the purpose of elevating a structure to the regulatory flood protection elevation) must comply with an approved erosion/sedimentation control plan.

(1) The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the regional (1% chance) flood event.

(2) The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the Building & Zoning Office.

(3) The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.

(E) Storage of materials and equipment below the regulatory flood protection elevation must comply with an approved emergency plan providing for removal of such materials within the time available after a flood warning.

(F) Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. The base or floor of an enclosed area shall be considered above-grade and not a structure's basement or lowest floor if: 1) the enclosed area is above-grade on at least one side of the structure; 2) it is designed to internally flood and is constructed with flood resistant materials; and 3) it is used solely for parking of vehicles, building access or storage. The above-noted alternative elevation methods are subject to the following additional standards:

(1) Design and Certification - The structure's design and as-built condition must be certified by a registered professional engineer as being in compliance with the general design standards of the State Building Code and, specifically, that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the regulatory flood protection elevation or be designed to prevent flood water from entering or accumulating within these components during times of flooding.

(2) Specific Standards for Above-grade, Enclosed Areas - Above-grade, fully enclosed areas such as crawl spaces or tuck under garages must be designed to internally flood and the design plans must stipulate:

(a) The minimum area of openings in the walls where internal flooding is to be used as a floodproofing technique. There shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The automatic openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area would suffice. The automatic openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters without any form of human intervention; and

(b) That the enclosed area will be designed of flood resistant materials in accordance with the FP3 or FP4 classifications in the State Building Code and shall be used solely for building access, parking of vehicles or storage.

(G) When the Federal Emergency Management Agency has issued a Letter of Map Revision based on Fill (LOMR-F) for vacant parcels of land elevated by fill to the 100-year flood elevation, the area elevated by fill remains subject to the provisions of this ordinance. A structure may be placed on the elevated area specified in the LOMR-F with the lowest floor below the Regulatory Flood Protection Elevation provided the structure meets provisions of (a) and (b) below:

(1) No floor level or portion of a structure that is below the Regulatory Flood Protection Elevation shall be used as habitable space or for storage of any property, materials, or equipment that might constitute a safety hazard when contacted by flood waters.

(2) For residential and non-residential structures, the basement floor may be placed below the Regulatory Flood Protection Elevation, provided:

(a) The top of the immediate floor above any basement area shall be placed at or above the Regulatory Flood Protection Elevation, and

(b) Any area of the structure placed below the Regulatory Flood Protection Elevation shall meet the "Reasonably Safe From Flooding" standards in the Federal Emergency Management Agency's publication entitled Ensuring that Structures Built on Fill In or Near Special Flood Hazard Areas are Reasonably Safe From Flooding," Technical Bulletin 10-01, which is hereby adopted by reference and made a part of this ordinance. In accordance with the provisions of this ordinance, and specifically Section 153.028(G) of this ordinance, the applicant shall submit documentation that the structure is designed and built in accordance with either the "Simplified Approach" or "Engineered Basement Option" found in the above-cited FEMA publication.

### ***GENERAL FLOODPLAIN DISTRICT (GF)***

#### **§ 153.030 PERMITTED USES.**

(A) The uses listed in Section 153.020 of this ordinance, Floodway District Permitted Uses, are permitted uses.

(B) All other uses are subject to the floodway/flood fringe evaluation criteria specified in Section 153.031 below. Sections 153.020 through 153.023 apply if the proposed use is determined to be in the Floodway District. Sections 153.025 through 153.028 apply if the proposed use is determined to be in the Flood Fringe District.

#### **§ 153.031 PROCEDURES FOR FLOODWAY AND FLOOD FRINGE DETERMINATIONS.**

(A) Upon receipt of an application for a permit or other approval within the General Floodplain District, the Zoning Administrator must obtain, review and reasonably utilize any regional flood elevation and floodway data available from a federal, state, or other source.

(B) If regional flood elevation and floodway data are not readily available, the applicant must furnish additional information, as needed, to determine the regulatory flood protection elevation and whether the proposed use would fall within the Floodway or Flood Fringe District. Information must be consistent with accepted hydrological and hydraulic engineering standards and the standards in 153.031(C) below.

(C) The determination of floodway and flood fringe must include the following components, as applicable:

(1) Estimate the peak discharge of the regional (1% chance) flood.

(2) Calculate the water surface profile of the regional flood based upon a hydraulic analysis of the stream channel and overbank areas.

(3) Compute the floodway necessary to convey or store the regional flood without increasing flood stages more than one-half (0.5) foot. A lesser stage increase than 0.5 foot is required if, as a result of the stage increase, increased flood damages would result. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries.

(D) The Zoning Administrator will review the submitted information and assess the technical evaluation and the recommended Floodway and/or Flood Fringe District boundary. The assessment must include the cumulative effects of previous floodway encroachments. The Zoning Administrator may seek technical assistance from a designated engineer or other expert person or agency, including the Department of Natural Resources. Based on this assessment, the Zoning Administrator may approve or deny the application.

(E) Once the Floodway and Flood Fringe District boundaries have been determined, the Zoning Administrator must process the permit application consistent with the applicable provisions of Sections 153.020 through 153.023 and Sections 153.025 through 153.028 of this ordinance.

### ***LAND DEVELOPMENT STANDARDS***

#### **§ 153.035 LAND DEVELOPMENT STANDARDS.**

(A) *In General:* Recognizing that flood prone areas may exist outside of the designated floodplain districts, the requirements of this section apply to all land within the City of Windom.

(B) *Subdivisions:* No land may be subdivided which is unsuitable for reasons of flooding or inadequate drainage, water supply or sewage treatment facilities. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.

(1) All lots within the floodplain districts must be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.

(2) All subdivisions must have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation, unless a flood warning emergency plan for the safe evacuation of all vehicles and people during the regional (1% chance) flood has been approved by the Building & Zoning Office. The plan must be prepared by a registered engineer or other qualified individual, and must demonstrate that adequate time and personnel exist to carry out the evacuation.

(3) For all subdivisions in the floodplain, the Floodway and Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads must be clearly labeled on all required subdivision drawings and platting documents.

(4) In the General Floodplain District, applicants must provide the information required in Section 153.031 of this ordinance to determine the regional flood elevation, the Floodway and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.

(5) If a subdivision proposal or other proposed new development is in a flood prone area, any such proposal must be reviewed to assure that:

(a) All such proposals are consistent with the need to minimize flood damage within the flood prone area;

(b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and

(c) Adequate drainage is provided to reduce exposure of flood hazard.

(C) *Building Sites.* If a proposed building site is in a flood prone area, all new construction and substantial improvements (including the placement of manufactured homes) must be:

(a) Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(b) Constructed with materials and utility equipment resistant to flood damage;

(c) Constructed by methods and practices that minimize flood damage; and

(d) Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

#### ***PUBLIC UTILITIES, RAILROADS, ROADS, AND BRIDGES***

#### **§ 153.040 PUBLIC UTILITIES, RAILROADS, ROADS, AND BRIDGES.**

(A) *Public Utilities.* All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be floodproofed in accordance with the State Building Code or elevated to the regulatory flood protection elevation.

(B) *Public Transportation Facilities.* Railroad tracks, roads, and bridges to be located within the floodplain must comply with Sections 153.020 through 153.023 and Sections 153.025 through 153.028 of this ordinance. These transportation facilities must be elevated to the regulatory flood protection elevation where failure or interruption of these facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

(C) *On-site Water Supply and Sewage Treatment Systems.* Where public utilities are not provided: 1) On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems and are subject to the provisions in Minnesota Rules Chapter 4725.4350, as amended; and 2) New or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, they must not be subject to impairment or contamination during times of flooding, and are subject to the provisions in Minnesota Rules Chapter 7080.2270, as amended.

#### ***MANUFACTURED HOMES AND MANUFACTURED HOME PARKS***

#### **§ 153.045 MANUFACTURED HOMES AND MANUFACTURED HOME PARKS.**

(A) *Manufactured Homes*. New manufactured home parks and expansions to existing manufactured home parks are prohibited in any floodplain district. For existing manufactured home parks or lots of record, the following requirements apply:

(1) Placement or replacement of manufactured home units is prohibited in the Floodway District.

(2) If allowed in the Flood Fringe District, placement or replacement of manufactured home units is subject to the requirements of Sections 153.025 through 153.028 of this ordinance and the following standards.

(a) New and replacement manufactured homes must be elevated in compliance with Sections 153.025 through 153.028 of this ordinance and must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

(b) New or replacement manufactured homes in existing manufactured home parks must meet the vehicular access requirements for subdivisions in Section 153.035(B)(2).

### ***RECREATIONAL VEHICLES***

#### **§ 153.046 RECREATIONAL VEHICLES.**

New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Placement of recreational vehicles in existing recreational vehicle parks or campgrounds in the floodplain must meet the exemption criteria below or be treated as new structures meeting the requirements of this ordinance.

(A) Recreational vehicles are exempt from the provisions of this ordinance if they are placed in any of the following areas and meet the criteria listed in Section 153.046(B):

- (1) Individual lots or parcels of record.
- (2) Existing commercial recreational vehicle parks or campgrounds.
- (3) Existing condominium-type associations.

(B) Criteria for Exempt Recreational Vehicles:

- (1) The vehicle must have a current license required for highway use.
- (2) The vehicle must be highway ready, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities commonly used in campgrounds and recreational vehicle parks.
- (3) No permanent structural type additions may be attached to the vehicle.
- (4) The vehicle and associated use must be permissible in any pre-existing, underlying zoning district.
- (5) Accessory structures are not permitted within the Floodway District. Any accessory structure in the Flood Fringe District must be constructed of flood-resistant materials and be securely anchored, meeting the requirements applicable to manufactured homes in Section 153.045(A)(2).
- (6) An accessory structure must constitute a minimal investment.

(C) Recreational vehicles that are exempt in Section 153.046(B) lose this exemption when development occurs on the site that exceeds a minimal investment for an accessory structure such as a garage or storage building. The recreational vehicle and all accessory structures will then be treated as new structures subject to the elevation and floodproofing requirements of Sections 153.025 through 153.028 of this ordinance. No development or improvement on the parcel or attachment to the recreational vehicle is allowed that would hinder the removal of the vehicle should flooding occur.

### *ADMINISTRATION*

#### **§ 153.050 ADMINISTRATION.**

(A) *Zoning Administrator.* A Zoning Administrator or other official designated by the City of Windom must administer and enforce this ordinance.

(B) *Permit Requirements.*

(1) *Permit Required.* A permit must be obtained from the Zoning Administrator prior to conducting the following activities:

(a) The erection, addition, modification, rehabilitation, or alteration of any building, structure, or portion thereof. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in this ordinance.

(b) The use or change of use of a building, structure, or land.

(c) The construction of a dam, fence, or on-site septic system, although a permit is not required for a farm fence as defined in this ordinance.

(d) The change or extension of a nonconforming use.

(e) The repair of a structure that has been damaged by flood, fire, tornado, or any other source.

(f) The placement of fill, excavation of materials, or the storage of materials or equipment within the floodplain.

(g) Relocation or alteration of a watercourse (including new or replacement culverts and bridges), unless a public waters work permit has been applied for.

(h) Any other type of “development” as defined in this ordinance.

(C) *Application for Permit.* Permit applications must be submitted to the Zoning Administrator on forms provided by the Zoning Administrator. The permit application must include the following as applicable:

(1) A site plan drawn to scale showing the location, all pertinent dimensions, and elevations of the lot and existing or proposed buildings, structures; and significant natural features having an influence on the permit.

(2) Location of the foregoing and fill or storage of materials in relation to the stream channel.

(3) Copies of any required municipal, county, state or federal permits or approvals.

(4) Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.

(D) *Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use.* No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this ordinance.

(E) *Certification.* The applicant is required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this ordinance. Floodproofing measures must be certified by a registered professional engineer or registered architect.

(F) *Record of First Floor Elevation.* The Zoning Administrator must maintain a record of the elevation of the lowest floor (including basement) of all new structures and alterations or additions to existing structures in the floodplain. The Zoning Administrator must also maintain a record of the elevation to which structures and alterations or additions to structures are floodproofed.

(G) *Notifications for Watercourse Alterations.* Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).

(H) *Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations.* As soon as is practicable, but not later than six months after the date such supporting information becomes available, the Zoning Administrator must notify the Chicago Regional Office of FEMA of the changes by submitting a copy of the relevant technical or scientific data.

#### § 153.060 VARIANCES.

(A) *Variance Applications.* An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with applicable state statutes and the following provisions. Upon filing with the City Administrator of an appeal from a decision of the Zoning Administrator, or an application for a variance, the City Council shall fix a reasonable time for a hearing and give due notice to the parties in interest as specified by law.

(B) *Submittal of Hearing Notices to the Department of Natural Resources (DNR).* The City Administrator shall submit by mail to the DNR a copy of the application and hearing notice for proposed variance sufficiently in advance to provide at least ten days' notice of the hearing. The application and notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

(C) The City Council shall arrive at a decision on the appeal or variance within 60 days. In passing upon an appeal, the City Council may, so long as the action is in conformity with the provision of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination of the Zoning Administrator or other public official. It shall make its decision in writing setting forth the findings of fact and the reason for its decision. In granting a variance, the City Council may prescribe appropriate conditions and safeguards such as those specified in this chapter which are in conformity with the purpose of this chapter.

(D) *Adherence to State Floodplain Management Standards.* A variance must not allow a use that is not allowed in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards lower than those required by state law.

(E) *General Considerations.* The City Council may consider the following factors in granting variances and imposing conditions on variances and conditional uses in floodplains:

- (1) The potential danger to life and property due to increased flood heights or velocities caused by encroachments;
- (2) The danger that materials may be swept onto other lands or downstream to the injury of others;
- (3) The proposed water supply and sanitation systems, if any, and the ability of these systems to minimize the potential for disease, contamination and unsanitary conditions;
- (4) The susceptibility of any proposed use and its contents to flood damage and the effect of such damage on the individual owner;
- (5) The importance of the services to be provided by the proposed use to the community;
- (6) The requirements of the facility for a waterfront location;
- (7) The availability of viable alternative locations for the proposed use that are not subject to flooding;
- (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;
- (9) The relationship of the proposed use to the Comprehensive Land Use Plan and flood plain management program for the area;
- (10) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (11) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site.

(F) *Additional Variance Criteria.* The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:

- (1) Variances must not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (2) Variances may only be issued by a community upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (3) Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(G) *Submittal of Final Decisions to the DNR.* A copy of all decisions granting variances must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

(H) *Flood Insurance Notice.* The Zoning Administrator must notify the applicant for a variance that:  
1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and 2)

Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.

(I) *Record-Keeping.* The Zoning Administrator must maintain a record of all variance actions, including justification for their issuance, and must report such variances in an annual or biennial report to the Administrator of the National Flood Insurance Program, when requested by the Federal Emergency Management Agency.

#### § 153.065 CONDITIONAL USES.

(A) *Administrative Review.* An application for a conditional use permit under the provisions of this ordinance will be processed and reviewed in accordance with applicable state statutes and the following provisions. The Planning Commission shall hear and make recommendations on applications for conditional uses permissible under this chapter. Applications shall be submitted to the Zoning Administrator who shall forward the application to the Planning Commission for consideration.

(B) *Submittal of Hearing Notices to the Department of Natural Resources (DNR).* The Zoning Administrator shall submit a copy of the conditional use application and hearing notice for proposed conditional use to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The application and notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

(C) Following the Planning Commission's recommendations, the City Council shall arrive at a decision on a conditional use within 60 days. In granting a conditional use permit, the City Council may prescribe appropriate conditions and safeguards which are in conformity with the purposes of this chapter.

(D) *Factors Used in Decision-Making.* In passing upon conditional use applications, the Planning Commission and City Council must consider all relevant factors specified in other sections of this ordinance, and those factors identified in Section 153.060(E) of this ordinance.

(E) *Conditions Attached to Conditional Use Permits.* The Planning Commission and City Council may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:

- (1) Modification of waste treatment and water supply facilities.
- (2) Limitations on period of use, occupancy, and operation.
- (3) Imposition of operational controls, sureties, and deed restrictions.
- (4) Requirements for construction of channel modifications, compensatory storage, dikes, levees, and other protective measures.

(5) Floodproofing measures in accordance with the State Building Code and this ordinance. The applicant must submit a plan or document certified by a registered professional engineer or architect that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

(F) *Submittal of Final Decisions to the DNR.* A copy of all decisions granting conditional uses must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

#### ***NONCONFORMITITES***

## § 153.070 NONCONFORMITIES.

(A) *Continuance of Nonconformities.* A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions. Historic structures, as defined in Section 153.011 of this ordinance, are subject to the provisions of Sections 153.070(B) through (G) of this ordinance.

(B) A nonconforming use, structure, or occupancy must not be expanded, changed, enlarged, or altered in a way that increases its flood damage potential or degree of obstruction to flood flows except as provided in 153.070(C) below. Expansion or enlargement of uses, structures or occupancies within the Floodway District is prohibited.

(C) Any addition or structural alteration to a nonconforming structure or nonconforming use that would result in increasing its flood damage potential must be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or floodproofing techniques (i.e., FP1 thru FP4 floodproofing classifications) allowable in the State Building Code, except as further restricted in 153.070(D) and (H) below.

(D) If the cost of all previous and proposed alterations and additions exceeds 50 percent of the market value of any nonconforming structure, that shall be considered substantial improvement, and the entire structure must meet the standards of Sections 153.020 through 153.023 and Sections 153.025 through 153.028 of this ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively. The cost of all structural alterations and additions must include all costs such as construction materials and a reasonable cost placed on all manpower or labor.

(E) If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance. The Assessor must notify the Zoning Administrator in writing of instances of nonconformities that have been discontinued for a period of more than one year.

(F) If any nonconformity is substantially damaged, as defined in Section 153.011 of this ordinance, it may not be reconstructed except in conformity with the provisions of this ordinance. The applicable provisions for establishing new uses or new structures in Sections 153.020 through 153.023 or Sections 153.025 through 153.028 will apply depending upon whether the use or structure is in the Floodway or Flood Fringe, respectively.

(G) If any nonconforming use or structure experiences a repetitive loss, as defined in Section 153.011 of this ordinance, it must not be reconstructed except in conformity with the provisions of this ordinance.

(H) Any substantial improvement, as defined in Section 153.011 of this ordinance, to a nonconforming structure requires that the existing structure and any additions must meet the requirements of Sections 153.020 through 153.023 or Sections 153.025 through 153.028 of this ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District.

## ***AMENDMENTS***

### § 153.075 AMENDMENTS.

(A) *Floodplain Designation – Restrictions on Removal.* The floodplain designation on the Official Zoning Map must not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation

and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the Commissioner of the Department of Natural Resources (DNR) if the Commissioner determines that, through other measures, lands are adequately protected for the intended use.

(B) *Amendments Require DNR Approval.* All amendments to this ordinance must be submitted to and approved by the Commissioner of the Department of Natural Resources (DNR) prior to adoption. The Commissioner must approve the amendment prior to community approval.

(C) *Map Revisions Require Ordinance Amendments.* The floodplain district regulations must be amended to incorporate any revisions by the Federal Emergency Management Agency to the floodplain maps adopted in Section 153.005 of this ordinance.

### ***PENALTIES AND ENFORCEMENT***

#### **§ 153.999 PENALTIES AND ENFORCEMENT.**

(A) *Violation Constitutes a Misdemeanor.* Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) constitute a misdemeanor and will be punishable as defined by law.

(B) *Other Lawful Action.* Nothing in this ordinance restricts the City of Windom from taking such other lawful action as is necessary to prevent or remedy any violation. If the responsible party does not appropriately respond to the Zoning Administrator within the specified period of time, each additional day that lapses will constitute an additional violation of this ordinance and will be prosecuted accordingly.

(C) *Enforcement.* Violations of the provisions of this ordinance will be investigated and resolved in accordance with the following provisions. When a violation of this chapter is either discovered by or brought to the attention of the Zoning Administrator, he/she shall immediately investigate the situation and document the nature and extent of the violation. As soon as it is reasonably possible, this information will be submitted to the appropriate Department of Natural Resources Office along with the City's plan of action to correct the violation to the degree possible. The Zoning Administrator shall notify the suspected party of the requirements of this chapter and the nature and extent of the suspected violation. If the structure and/or use is under construction or development, the Zoning Administrator may order the construction of development immediately halted until a proper permit of approval is granted by the City. If the construction or development is already completed, then the Zoning Administrator may either:

(1) Issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance; or

(2) Notify the responsible party to apply for an after-the-fact permit/development approval within a specified period of time not to exceed 30 days.

(3) The Zoning Administrator shall also, upon the lapse of the specified response period, notify the landowner to restore the land to the condition which existed prior to the violation of this chapter.

(4) In responding to a suspected ordinance violation, the Zoning Administrator and the City Council may utilize the full array of enforcement actions available to it including, but not limited to, prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. The City of Windom must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

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**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:**

**EFFECTIVE DATE: This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN; and this ordinance shall be in full force and effect immediately upon publication.**

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 4th day of October, 2016.

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

ATTEST:

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

1<sup>st</sup> Reading: September 20, 2016  
2<sup>nd</sup> Reading: October 4, 2016  
Adoption: October 4, 2016  
Published: October 12, 2016

TITLE AND SUMMARY  
OF  
ORDINANCE NO. 157, 2<sup>ND</sup> SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,  
AMENDING CITY CODE CHAPTER 153  
ENTITLED "FLOODPLAIN MANAGEMENT"

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN: TO AMEND CHAPTER 153 ("FLOODPLAIN MANAGEMENT") BY DELETING THE EXISTING CHAPTER IN ITS ENTIRETY AND INSERTING THE FOLLOWING IN LIEU THEREOF: An update of the entire Chapter 153.

The following is a summary of the Section Titles in the revised City Code Chapter 153, "Floodplain Management":

*Statutory Authorization, Findings of Fact and Purpose*

- 153.001 Statutory Authorization
- 153.002 Purpose

*General Provisions*

- 153.003 How to Use This Ordinance
- 153.004 Lands to Which Ordinance Applies
- 153.005 Incorporation of Maps by Reference
- 153.006 Regulatory Flood Protection Elevation
- 153.007 Interpretation
- 153.008 Abrogation and Greater Restrictions
- 153.009 Warning and Disclaimer of Liability
- 153.010 Severability
- 153.011 Definitions
- 153.012 Annexations
- 153.013 Detachments

*Establishment of Zoning Districts*

- 153.014 Establishment of Zoning Districts

*Floodway District (FW)*

- 153.020 Permitted Uses
- 153.021 Standards for Floodway Permitted Uses
- 153.022 Conditional Uses
- 153.023 Standards for Floodway Conditional Uses

*Flood Fringe District (FF)*

- 153.025 Permitted Uses
- 153.026 Standards for Flood Fringe Permitted Uses
- 153.027 Conditional Uses
- 153.028 Standards for Flood Fringe Conditional Uses

***General Floodplain District (GF)***

- 153.030 Permitted Uses
- 153.031 Procedures for Floodway and Flood Fringe Determinations

***Land Development Standards***

- 153.035 Land Development Standards

***Public Utilities, Railroads, Roads, and Bridges***

- 153.040 Public Utilities, Railroads, Roads, and Bridges

***Manufactured Homes and Manufactured Home Parks***

- 153.045 Manufactured Homes and Manufactured Home Parks

***Recreational Vehicles***

- 153.046 Recreational Vehicles

***Administration***

- 153.050 Administration
- 153.060 Variances
- 153.065 Conditional Uses

***Nonconformities***

- 153.070 Nonconformities

***Amendments***

- 153.075 Amendments

***Penalties and Enforcement***

- 153.999 Penalties and Enforcement

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**NOTICE:** A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 157, 2<sup>ND</sup> SERIES AND A COPY OF THE ENTIRE CHAPTER 153 "FLOODPLAIN MANAGEMENT" (as incorporated into Ordinance No. 157, 2<sup>nd</sup> Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT [www.windom-mn.com](http://www.windom-mn.com) OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

Building & Zoning Office  
Windom City Hall  
444 9<sup>th</sup> Street  
Windom, MN 56101

During regular office hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.)

AND AT: Windom Public Library  
904 4<sup>th</sup> Avenue  
Windom, MN 56101

During regular library hours: Monday – 9:00 a.m. to 7:00 p.m.  
Tuesday through Friday – 9:00 a.m. to 5:30 p.m.  
Saturday – 9:00 a.m. to 1:00 p.m.

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ORDINANCE NO. 157, 2<sup>ND</sup> SERIES:

1<sup>st</sup> Reading: Windom City Council Meeting – September 20, 2016  
2<sup>nd</sup> Reading: Windom City Council Meeting – October 4, 2016  
Adoption: October 4, 2016  
Publication: October 12, 2016  
Effective Date: October 12, 2016

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This “Title and Summary” approved for publication by the Windom City Council on October 4, 2016.

CITY OF WINDOM  
By Corey Maricle, Mayor

Attest: Steven Nasby, City Administrator

# Memo

Date: 9/28/16  
To: Windom City Council  
From: Brad Bussa, Community Center Director  
Re: Street Closure Request for Large Event at Community Center

---

I'm requesting closing North Redding Avenue 740 feet north of the intersection of 16<sup>th</sup> Street & North Redding Avenue. The actual spot is the southwest parking lot entrance to the Community Center.

North Redding North of this entrance to the Community Center is considered dead end with no exits.

This reason for this closure is to prevent people driving North on Redding during our event.

Date of the Closure; October 8, 2016

Time of the Closure: Noon-11:30pm

- The area business has given their approval for this closure.
- Police Chief Scott Peterson has no issues with this request.
- Street Superintendent Bruce Caldwell has no issues with this request and his department will supply barricades.

## RESOLUTION #2016-

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

### **A RESOLUTION AWARDING A CONTRACT FOR THE WINDOM SUBSTATION PROJECT**

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**WHEREAS**, pursuant to an advertisement for bids for the project entitled "Windom Substation Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

**69KV Circuit Switcher**

Alstrom	\$ 43,200.00
Southern States	\$ 49,500.00
Stuart C Irby	\$ 43,260.00
Wesco (ABB)	\$ 53,895.00
HK Sholz (S & C)	\$ 49,164.72

**AND WHEREAS**, it appears that the bidder based on adaptability is:

**69KV Circuit Switcher**

Stuart C Irby	\$ 43,260.00
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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, AS FOLLOWS:**

1. A "Notice of Award" for this project component shall be issued to the above lowest responsible bidder based on adaptability.
2. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with the above lowest responsible bidder based on adaptability, in the name of the City of Windom, for the completion of the above component of the project entitled "Windom Substation Project" according to the plans and specifications approved by the Windom Utility Commission and the Windom City Council. Copies of the specifications are on file in the Office of the City Administrator.
3. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except for the deposits of the successful bidder and the next lowest bidder for the above project component which shall be retained until the contracts has been signed.

Adopted by the Council this 4th day of October, 2016.

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

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

# MEMORANDUM



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

**TO:** City Council  
**FROM:** City Administrator *Joe*  
**DATE:** September 26, 2016  
**RE:** Emergency Services Facility Financing

## Issue

Finalizing a decision on financing for the Emergency Services Facility (ESF) is vital to moving the \$3.898 million project forward on the anticipated timeline. **Attached are the materials provided by Ehlers Associates**, financial consultants, which are directly related to the options discussed and estimated debt service schedules. This information has been disseminated and discussed at prior meetings.

## Background

The 12 financing options represent three types of financing structures with varying repayment terms. "A" is based on the use of Capital Improvement Plan (CIP) Bonds; "B" uses a City lease-purchase arrangement with a private financial institution and "C" is based on the use of EDA bonds and a lease-purchase agreement. The use of a USDA RED L\G loan for up to \$1,000,000 is also an option with A, B or C. A summary of the authorization statute and pro/cons of A, B and C was also provided by Ehlers.

## Discussion

Due to the timing of the project and past discussions by the City Council the CIP Bonds may be eliminated from consideration at this time. Between the City lease-purchase (B) and EDA bond lease-purchase (C) there appears to be financial advantages to the City lease-purchase, which are the elimination of some issuance expenses and no funded debt reserve, both of which reduce the annual debt service. The interest rates on options B and C appear to be similar along with the term of up to 20 years. Within these financing structures options exist for making a traditional (level) amortized payment, wrapping debt or delaying debt.

Wrapping the repayment means the debt will be structured so that the City's overall debt service payments are similar to current amounts. This is accomplished with primarily interest payments in the first 7-8 years with a large payment of principal starting in the future after other existing City bonds mature. This approach provides the lowest impact to the tax levy, but results in the highest interest costs over the term of the loan.

Delaying the payments is another option, which is structured to pay interest but no principal in the first 10 years as the USDA RED L\G loan is being paid back. This results in the second lowest overall interest cost, but has the tax impact, 0.5% to 0.7%, over a level payment. Please note the debt service in years 11-20 does drop somewhat after the USDA RED L\G is repaid.

Level debt repayment is a traditional type of amortized loan where principal and interest are both being paid from the start of the term to the end of the term. Without the USDA RED L\G this type of payment shows the interest paid is less than the wrapped, but more than the delay and the tax impact is between the

wrap and delay options. Using USDA RED L\G the interest cost is the lowest, but the impact to the tax levy is the highest.

USDA Funding

The USDA RED L\G loan could be requested for up to \$1,000,000 at 0% interest (one-time \$10,000 origination fee) for a 10-year term. This loan would need the approval from the sponsor, which may be South Central Coop. In conversations with South Central Coop their Board has been made aware of the project and potential request. The loan could require a pledging of City assets as collateral on the loan. With the start of the new federal fiscal year in October, indications from USDA is that funding would be available. Advantage of the USDA RED L\G is that the money is interest free for 10 years. However, with the relatively short 10-year term the annualized debt service is \$111,111 per year for a nine year repayment cycle. Due to this, the debt service for the project in the first 10 years is approximately \$142,500 to \$186,500 per year without wrapping or delaying payments.

Equity Contributions

The Ambulance Fund has pledged \$1 million to the ESF project and the General Fund has already paid approximately \$275,000 for professional fees and related expenses. The possibility of additionally using \$500,000 from the Liquor Fund and at least \$125,000 more from the General Fund has been considered. These equity contributions would total \$1.9 million.

Annual Transfers

The City Council has discussed the possibility of using transfers from other funds to off-set the debt service payments for the ESF. These discussions have included the following:

- Increasing the Liquor Fund transfer from \$70,000 to \$100,000 annually
- Increasing the Electric Fund transfer from \$175,000 to \$200,000 annually
- A new transfer from the Windom Area Hospital of \$10,000 annually
- Reallocated payment from the Windom Fire Relief Association of \$5,000 annually
- Contribution from the Fire District of up to \$30,000 annually

Annual Debt Payment

The following are financing factors on \$2 million for each of the 12 financing options and corresponding tax levy impact (before any reduction with annual transfers). A1 to C2 do not include USDA monies whereas A3 to C4 includes a \$1 million USDA RED L\G loan.

<u>Financing Option</u>	<u>Total Interest</u>	<u>Annual Debt Payment Range</u>	<u>Property Tax Impact</u>
A1	\$755,938	\$48,122 to \$261,885	3.01%
B1	\$956,238	\$60,982 to \$268,710	3.815%
C1	\$1,204,555	\$65,770 to \$289,100	4.114%
A2	\$527,949	\$127,615 to \$131,652	6.516%
B2	\$691,337	\$134,543 to \$138,677	6.851%
C2	\$729,239	\$145,227 to \$150,105	7.273%
A3	\$428,506	\$143,352 to \$136,903	7.218%
B3	\$495,355	\$142,451 to \$111,340	7.565%
C3	\$540,618	\$153,776 to \$124,132	7.74%
A4	\$270,784	\$179,303 to \$64,017	8.891%
B4	\$350,346	\$182,736 to \$67,178	9.055%
C4	\$370,216	\$188,479 to \$72,650	9.396%

City of Winom, Minnesota  
Emergency Services Facility Financing Options

	A	B	C
	GO CIP Bonds w/o USDA- (Wrap)	City Lease Agreement w/o USDA-(Wrap)	EDA Lease Revenue Bonds w/o USDA-(Wrap)
<b>#1</b>			
Estimated:			
Bond Amount:	\$2,065,000	\$2,040,000	\$2,285,000
USDA Amount (0% for 10 years):	\$0	\$0	\$0
Discount Allowance:	\$24,760	\$0	\$27,420
Cost of Issuance:	\$40,000	\$39,000	\$51,000
Reserve:	\$0	\$0	\$204,294
True Interest Cost:	2.5006%	3.0581%	2.9043%
Estimated Coupon Rates:	1.55% - 2.70%	2.20% - 3.35%	2.10% - 3.25%
Total Interest for 20 years:	\$755,938	\$956,238	\$1,024,555
Estimated Tax Rate Increase:	3.0100%	3.8150%	4.1140%

	GO CIP Bonds w/o USDA- (Level)	City Lease Agreement w/o USDA-(Level)	EDA Lease Revenue Bonds w/o USDA-(Level)
<b>#2</b>			
Estimated:			
Bond Amount:	\$2,060,000	\$2,040,000	\$2,230,000
USDA Amount (0% for 10 years):	\$0	\$0	\$0
Discount Allowance:	\$24,720	\$0	\$26,760
Cost of Issuance:	\$35,000	\$39,000	\$51,000
Reserve:	\$0	\$0	\$150,105
True Interest Cost:	2.3443%	2.8793%	2.9043%
Estimated Coupon Rates:	0.85% - 2.70%	1.50% - 3.35%	1.40% - 3.25%
Total Interest for 20 years:	\$527,949	\$691,339	\$729,239
Estimated Tax Rate Increase:	6.5160%	8.8510%	7.2730%

	GO CIP Bonds w/USDA-(Delay)	City Lease Agreement w/USDA-(Delay)	EDA Lease Revenue Bonds w/USDA-(Delay)
<b>#3</b>			
Estimated:			
Bond Amount:	\$1,050,000	\$1,035,000	\$1,165,000
USDA Amount (0% for 10 years):	\$1,000,000	\$1,000,000	\$1,000,000
Discount Allowance:	\$12,600	\$0	\$13,980
Cost of Issuance:	\$35,000	\$32,500	\$45,000
Reserve:	\$0	\$0	\$105,285
True Interest Cost:	2.5711%	3.0687%	3.0689%
Estimated Coupon Rates:	2.10% - 2.70%	2.55% - 3.35%	2.45% - 3.25%
Total Interest for 20 years:	\$428,506	\$495,355	\$640,618
Estimated Tax Rate Increase:	7.2180%	7.5650%	7.7400%

	GO CIP Bonds w/USDA-(Level)	City Lease Agreement w/USDA-(Level)	EDA Lease Revenue Bonds w/USDA-(Level)
<b>#4</b>			
Estimated:			
Bond Amount:	\$1,050,000	\$1,035,000	\$1,135,000
USDA Amount (0% for 10 years):	\$1,000,000	\$1,000,000	\$1,000,000
Discount Allowance:	\$12,600	\$0	\$13,620
Cost of Issuance:	\$35,000	\$33,000	\$43,000
Reserve:	\$0	\$0	\$77,600
True Interest Cost:	2.3469%	2.8774%	2.9043%
Estimated Coupon Rates:	0.85% - 2.70%	1.50% - 3.35%	1.40% - 3.25%
Total Interest for 20 years:	\$270,784	\$350,346	\$370,216
Estimated Tax Rate Increase:	8.6909%	9.0550%	9.3960%

## Public Safety Facility Financing Options

In order for a City to issue debt, the City needs to comply with Minnesota State Statutes. Cities typically do not have cash to pay for large capital expenditures. Once plans and a project budget have been prepared, debt service estimates can be prepared for possible financing options. The following is a summary of the state statutes that allow the issuance of debt for a public safety facility as well as key points for each approach:

Financing Approach	Referendum G.O. Bonds	Capital Improvement Plan G.O. Bonds	EDA Lease Revenue Bonds	City Lease Agreement
MN Statutes	Chapter 475	Chapter 475 and Section 475.521	Chapter 469 and Section 465.71	Section 465.71
Bond Process	<ul style="list-style-type: none"> <li>-Council calls for an election (special or at the time of the general election)</li> <li>-Notice of Election published</li> <li>-Election held</li> <li>-Majority voting in election determines if bonds can be issued</li> </ul>	<ul style="list-style-type: none"> <li>-Staff prepares CIP Plan</li> <li>-Council calls a Public Hearing</li> <li>-Holds Public Hearing</li> <li>-CIP Plan approval requires 3/5ths Council approval</li> <li>-Wait 30 days after hearing to see if reverse referendum petition filed</li> <li>-Bonds can be issued if no petition filed</li> </ul>	<ul style="list-style-type: none"> <li>-EDA agrees to issue bonds for project</li> <li>-City enters into lease with EDA for term of bonds</li> <li>-Annually the City agrees to budget to make payment to EDA to cover bonds</li> <li>-EDA issues bonds based on City lease</li> </ul>	<ul style="list-style-type: none"> <li>-No EDA participation required</li> <li>-City enters into lease directly with lender</li> <li>-Annually the City agrees to budget to make payment to lender</li> <li>-No bonds are issued</li> </ul>
Advantages	<ul style="list-style-type: none"> <li>-Can issue General Obligation (GO) Bonds</li> <li>-GO Bonds have lowest interest rate and lowest issuance cost</li> <li>-Property Taxes levied on tax capacity to pay bonds</li> <li>-Subject to Net Debt limit of 3% of Assessors Estimated Market Value</li> <li>-Can sell GO Bonds competitively</li> </ul>	<ul style="list-style-type: none"> <li>-Can issue GO Bonds</li> <li>-GO Bonds have lowest interest rate and lowest issuance cost</li> <li>-Property Taxes levied on tax capacity to pay bonds</li> <li>-Subject to 3% Net Debt limit</li> <li>-Annual levy for debt service cannot exceed .16% of market value</li> <li>-Can sell GO Bonds competitively</li> </ul>	<ul style="list-style-type: none"> <li>-Ability to issue Lease Revenue Bonds can be accomplished with a simple majority Council vote</li> <li>-Payment annually budgeted as part of operating budget and then levied on tax capacity to pay bonds</li> <li>-Not subject to referendum or petition</li> </ul>	<ul style="list-style-type: none"> <li>-Ability to enter into Lease Agreement can be accomplished with a simple majority Council vote</li> <li>-Payment annually budgeted as part of operating budget and then levied on tax capacity to pay bonds</li> <li>-Not subject to referendum or petition</li> <li>-No reserve required</li> <li>-No economic development district required</li> </ul>
Disadvantages	<ul style="list-style-type: none"> <li>-Subject to referendum success</li> <li>-Difficult to issue Lease Revenue Bonds if referendum not successful and project needed</li> <li>-Requires 74 day notification to County Auditor</li> <li>-Question assumes entire payment paid by taxes</li> </ul>	<ul style="list-style-type: none"> <li>-Potentially subject to referendum success if a petition is received</li> <li>-Difficult to issue Lease Revenue Bonds if referendum not successful and project needed</li> </ul>	<ul style="list-style-type: none"> <li>-Credit rating one step lower than a GO</li> <li>-Lease Revenue Bonds have higher interest rates (.25-.75%) and higher issuance cost than GO Bonds</li> <li>-May require debt reserve</li> <li>-May need economic development district public hearing</li> <li>-Leases over \$1,000,000 are subject to 3% Net Debt limit</li> <li>-May need to negotiate the sale of the Bonds</li> </ul>	<ul style="list-style-type: none"> <li>-Not rated</li> <li>-Lease Agreements have higher interest rates (.25-.75%) and higher issuance cost than GO Bonds</li> <li>-Leases over \$1,000,000 are subject to 3% Net Debt limit</li> <li>-May have limited number of lenders interested in participating</li> </ul>

PROJECT DEVELOPMENT COST FOR:

Windom EMS Building - FINAL



Date: 9/12/2016

Development Name	Cost	Description/Notes
<b>CONSTRUCTION COSTS</b>		
Base Bid	\$3,120,700.00	\$3,120,700.00 Gosewisch Construction 7/27/2016
Alternate #1	\$99,000.00	\$99,000.00 4th Ambulance bay
Alternate #2	\$24,200.00	\$0.00 Front entrance canopy
Alternate #3	\$38,000.00	\$0.00 Monument wall
Alternate #4	\$64,100.00	\$0.00 Glass O.H. doors
Alternate #5	\$43,100.00	\$0.00 TPO Roof
Alternate #6	\$2,000.00	\$2,000.00 Future generator
Alternate #7	\$10,900.00	\$0.00 Radiant heat
Alternate #8	\$0.00	-\$30,200.00 Limestone block form liner
Contract Amount	\$3,402,000.00	\$3,191,500.00
Contingency	5.0%	\$159,575.00
<b>Total Construction Cost</b>		<b>\$3,351,075.00</b>
<b>PROFESSIONAL FEES</b>		
Architecture & Eng. Ft	6.6%	\$224,532.00 Base bid + all alternates
Architectural C/A	1.5%	\$51,030.00 Estimated costs
Architectural Reimbursables		\$2,500.00 Printing, mileage
Building Permits		\$0.00 Included in base bid
Soil Borings/ Testing		\$0.00 ADD
Asbestos/ Lead Testing		\$0.00 N/A
Other	Special Inspections	\$21,000.00
Other	Pre-design	\$7,950.00
Other		\$0.00
Other		\$0.00
<b>Total Professional Fees</b>		<b>\$307,012.00</b>
<b>OTHER FEES</b>		
Bonding Cost		\$0.00 ADD
Title Fees		\$0.00 ADD
Inspection Fees		\$0.00 ADD
Other	Furniture	\$0.00 ADD
Other	Comm. equip.	\$30,789.00 Cabling included in base bid
Other	Site clearing	\$49,500.00
Other	Park & Tennis Court re-location	\$150,000.00
Other	Gear Grid	\$9,500.00
<b>Total Other Fees</b>		<b>\$239,789.00</b>
<b>TOTAL DEVELOPMENT COSTS</b>		
<b>Total Development Costs</b>		<b>\$3,897,876.00</b>

A1

**City of Windom, Minnesota**

**\$2,065,000 General Obligation CIP Bonds, Series 2016**

**Assumes Current Market BQ A+ Rates**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds**

Par Amount of Bonds	\$2,065,000.00
Leads Store Fund	500,000.00
Ambulance Fund	1,000,000.00
General Fund	400,000.00

**Total Sources \$3,965,000.00**

**Uses Of Funds**

Total Underwrite (less Discount (1.200%))	2,064,780.00
Costs of Issuance	40,000.00
Deposit to Project Construction Fund	3,000,000.00
Rounding Amount	220.00

**Total Uses \$3,964,000.00**

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# City of Windom, Minnesota

\$2,065,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			36,091.88	36,091.88	
02/01/2018			24,061.25	24,061.25	60,153.13
08/01/2018			24,061.25	24,061.25	
02/01/2019			24,061.25	24,061.25	48,122.50
08/01/2019			24,061.25	24,061.25	
02/01/2020			24,061.25	24,061.25	48,122.50
08/01/2020			24,061.25	24,061.25	
02/01/2021			24,061.25	24,061.25	48,122.50
08/01/2021			24,061.25	24,061.25	
02/01/2022			24,061.25	24,061.25	48,122.50
08/01/2022			24,061.25	24,061.25	
02/01/2023			24,061.25	24,061.25	48,122.50
08/01/2023			24,061.25	24,061.25	
02/01/2024	80,000.00	1.550%	24,061.25	89,061.25	113,122.50
08/01/2024			23,537.50	23,537.50	
02/01/2025	60,000.00	1.700%	23,537.50	53,537.50	107,115.00
08/01/2025			23,097.50	23,097.50	
02/01/2026	125,000.00	1.800%	23,097.50	148,097.50	171,095.00
08/01/2026			21,922.50	21,922.50	
02/01/2027	150,000.00	1.900%	21,922.50	151,922.50	175,845.00
08/01/2027			20,687.50	20,687.50	
02/01/2028	125,000.00	2.000%	20,687.50	145,687.50	166,375.00
08/01/2028			19,437.50	19,437.50	
02/01/2029	130,000.00	2.100%	19,437.50	149,437.50	168,875.00
08/01/2029			18,072.50	18,072.50	
02/01/2030	130,000.00	2.200%	18,072.50	148,072.50	166,145.00
08/01/2030			16,642.50	16,642.50	
02/01/2031	135,000.00	2.300%	16,642.50	151,642.50	168,285.00
08/01/2031			15,090.00	15,090.00	
02/01/2032	135,000.00	2.400%	15,090.00	150,090.00	165,180.00
08/01/2032			13,470.00	13,470.00	
02/01/2033	145,000.00	2.500%	13,470.00	158,470.00	171,940.00
08/01/2033			11,637.50	11,637.50	
02/01/2034	145,000.00	2.550%	11,637.50	156,637.50	168,315.00
08/01/2034			9,808.75	9,808.75	
02/01/2035	240,000.00	2.600%	9,808.75	249,808.75	259,617.50
08/01/2035			6,688.75	6,688.75	
02/01/2036	245,000.00	2.650%	6,688.75	251,688.75	256,377.50
08/01/2036			3,442.50	3,442.50	
02/01/2037	255,000.00	2.700%	3,442.50	258,442.50	261,885.00
<b>Total</b>	<b>\$2,065,000.00</b>		<b>\$755,938.13</b>	<b>\$2,820,938.13</b>	

## Yield Statistics

Bond Year Dollars	\$31,216.25
Average Life	15.146 Years
Average Coupon	2.3169718%
Net Interest Cost (NIC)	2.4962012%
True Interest Cost (TIC)	2.5005871%
Bond Yield for Arbitrage Purposes	2.4043811%
All Inclusive Cost (AIC)	2.3589245%

## IRS Form 8038

Net Interest Cost	2.4169718%
Weighted Average Maturity	15.146 Years

Bonds 2016 CIP Bonds | SINGLE PURPOSE | B11012015 | 8:20 AM



2

# City of Windom, Minnesota

\$2,065,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S	Fiscal Total
11/01/2016							
08/01/2017			36,091.88	36,091.88		36,091.88	
02/01/2018			24,061.25	24,061.25	360,144.88	360,505.13	424,595.01
08/01/2018			24,061.25	24,061.25		24,061.25	
02/01/2019			24,061.25	24,061.25	396,509.00	418,569.21	442,631.16
08/01/2019			24,061.25	24,061.25		24,061.25	
02/01/2020			24,061.25	24,061.25	432,870.25	347,718.82	371,780.07
08/01/2020			24,061.25	24,061.25		24,061.25	
02/01/2021			24,061.25	24,061.25	928,189.21	348,260.49	373,114.74
08/01/2021			24,061.25	24,061.25		24,061.25	
02/01/2022			24,061.25	24,061.25	282,044.24	306,105.49	330,166.73
08/01/2022			24,061.25	24,061.25		24,061.25	
02/01/2023			24,061.25	24,061.25	276,696.03	300,757.28	324,818.53
08/01/2023			24,061.25	24,061.25		24,061.25	
02/01/2024	65,000.00	1.500%	24,061.25	49,061.25	148,085.19	237,186.34	261,207.69
08/01/2024			23,537.50	23,537.50		23,537.50	
02/01/2025	60,000.00	1.700%	23,537.50	46,537.50	133,545.19	231,102.69	258,600.19
08/01/2025			23,047.50	23,047.50		23,047.50	
02/01/2026	125,000.00	1.800%	23,047.50	46,047.50	90,918.76	238,966.66	262,013.78
08/01/2026			21,922.50	21,922.50		21,922.50	
02/01/2027	130,000.00	1.900%	21,922.50	43,845.00	89,256.26	241,178.76	263,101.26
08/01/2027			20,687.50	20,687.50		20,687.50	
02/01/2028	125,000.00	2.000%	20,687.50	41,687.50	92,506.26	238,193.76	258,881.26
08/01/2028			19,437.50	19,437.50		19,437.50	
02/01/2029	120,000.00	2.100%	19,437.50	38,875.00	90,531.50	239,015.00	259,412.50
08/01/2029			18,072.50	18,072.50		18,072.50	
02/01/2030	130,000.00	2.200%	18,072.50	36,145.00	93,475.00	241,547.50	259,650.00
08/01/2030			16,642.50	16,642.50		16,642.50	
02/01/2031	135,000.00	2.300%	16,642.50	33,285.00	91,075.00	242,717.50	259,360.00
08/01/2031			15,090.00	15,090.00		15,090.00	
02/01/2032	133,000.00	2.400%	15,090.00	30,180.00	93,675.00	243,765.00	258,855.00
08/01/2032			13,470.00	13,470.00		13,470.00	
02/01/2033	145,000.00	2.500%	13,470.00	26,940.00	90,912.50	249,182.50	262,852.50
08/01/2033			11,657.50	11,657.50		11,657.50	
02/01/2034	145,000.00	2.550%	11,657.50	23,315.00	98,150.00	249,407.50	261,465.00
08/01/2034			9,808.75	9,808.75		9,808.75	
02/01/2035	240,000.00	2.600%	9,808.75	19,617.50		249,808.75	239,617.50
08/01/2035			6,688.75	6,688.75		6,688.75	
02/01/2036	245,000.00	2.650%	6,688.75	13,377.25		251,688.75	258,177.50
08/01/2036			5,442.50	5,442.50		5,442.50	
02/01/2037	258,000.00	2.700%	5,442.50	10,925.00		258,442.50	261,885.00
<b>Total</b>	<b>\$2,065,000.00</b>		<b>\$755,938.13</b>	<b>\$2,820,938.13</b>	<b>\$3,091,674.28</b>	<b>\$5,012,612.61</b>	

### Significant Dates

Dated	11/01/2016
First Coupon Date	8/01/2017

### Yield Statistics

Bond Year Dollars	931,276.23
Average Life	15.146 Years
Average Coupon	2.41697183%
Net Interest Cost (NIC)	2,496,207.25%
True Interest Cost (TIC)	2,500,587.12%
Bond Yield for Arbitrage Purposes	2.40438119%
All Inclusive Cost (AIC)	2.65892439%

### IRS Form 8036

Net Interest Cost	2,416,971.83%
Weighted Average Maturity	15.146 Years



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B1

**City of Windom, Minnesota**

**\$2,040,000 Lease Agreement, Series 2016**

**Assumes Current Market BQ Non-Rated Rates**

**Wrapped Debt Service**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds**

Par Amount of Bonds	\$2,040,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00

**Total Sources \$3,940,000.00**

**Uses Of Funds**

Costs of Issuance	39,000.00
Deposit to Project Construction Fund	3,900,000.00
Rounding Amount	1,000.00

**Total Uses \$3,940,000.00**

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# City of Windom, Minnesota

\$2,040,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates

Wrapped Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			45,736.88	45,736.88	
02/01/2018			30,491.25	30,491.25	76,228.13
08/01/2018			30,491.25	30,491.25	
02/01/2019			30,491.25	30,491.25	-60,982.50
08/01/2019			30,491.25	30,491.25	
02/01/2020			30,491.25	30,491.25	60,982.50
08/01/2020			30,491.25	30,491.25	
02/01/2021			30,491.25	30,491.25	-60,982.50
08/01/2021			30,491.25	30,491.25	
02/01/2022			30,491.25	30,491.25	60,982.50
08/01/2022			30,491.25	30,491.25	
02/01/2023			30,491.25	30,491.25	-60,982.50
08/01/2023			30,491.25	30,491.25	
02/01/2024	60,000.00	2.200%	10,491.25	90,491.25	120,982.50
08/01/2024			29,831.25	29,831.25	
02/01/2025	55,000.00	2.350%	29,831.25	84,831.25	114,682.50
08/01/2025			29,185.00	29,185.00	
02/01/2026	120,000.00	2.450%	29,185.00	149,185.00	178,370.00
08/01/2026			27,715.00	27,715.00	
02/01/2027	120,000.00	2.550%	27,715.00	149,715.00	175,430.00
08/01/2027			26,185.00	26,185.00	
02/01/2028	120,000.00	2.650%	26,185.00	146,185.00	172,370.00
08/01/2028			24,585.00	24,585.00	
02/01/2029	130,000.00	2.750%	24,585.00	154,585.00	179,190.00
08/01/2029			22,807.50	22,807.50	
02/01/2030	130,000.00	2.850%	22,807.50	152,807.50	175,615.00
08/01/2030			20,955.00	20,955.00	
02/01/2031	135,000.00	2.950%	20,955.00	155,955.00	176,910.00
08/01/2031			18,963.75	18,963.75	
02/01/2032	135,000.00	3.050%	18,963.75	163,963.75	178,927.50
08/01/2032			16,905.00	16,905.00	
02/01/2033	140,000.00	3.150%	16,905.00	166,905.00	173,810.00
08/01/2033			14,700.00	14,700.00	
02/01/2034	145,000.00	3.200%	14,700.00	159,700.00	174,400.00
08/01/2034			12,380.00	12,380.00	
02/01/2035	240,000.00	3.250%	12,380.00	252,380.00	264,760.00
08/01/2035			8,480.00	8,480.00	
02/01/2036	250,000.00	3.300%	8,480.00	258,480.00	266,960.00
08/01/2036			4,355.00	4,355.00	
02/01/2037	260,000.00	3.350%	4,355.00	264,355.00	268,710.00
<b>Total</b>	<b>\$2,040,000.00</b>		<b>\$956,238.13</b>	<b>\$2,996,238.13</b>	

### Yield Statistics

Bond Year Dollars	\$31,110.00
Average Life	15.250 Years
Average Coupon	3.0737323%
Net Initial Cost (NIC)	3.0737323%
True Interest Cost (TIC)	3.0591253%
Bond Yield for Arbitrage Purposes	3.0581251%
All Inclusive Cost (AIC)	3.2190878%

### IRS Form 8038

Net Interest Cost	3.0737323%
Weighted Average Maturity	15.250 Years

Series 2016 Lease Agreement | SINGLE PURPOSE | 6/10/2016 | 2:46 PM



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# City of Windom, Minnesota

\$2,040,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates

Wrapped Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Ext'd/fg D/S	Net New D/S
02/01/2017						
02/01/2018			76,228.13	76,228.13	364,441.88	440,670.01
02/01/2019			60,982.50	60,982.50	394,508.66	455,491.16
02/01/2020			60,982.50	60,982.50	323,657.57	384,640.07
02/01/2021			60,982.50	60,982.50	325,189.24	386,171.74
02/01/2022			60,982.50	60,982.50	282,044.24	343,026.74
02/01/2023			60,982.50	60,982.50	276,696.03	337,678.53
02/01/2024	60,000.00	2.200%	60,982.50	120,982.50	148,085.19	269,067.69
02/01/2025	55,000.00	2.350%	59,662.50	114,662.50	151,545.19	266,207.69
02/01/2026	120,000.00	2.550%	58,370.00	178,370.00	90,918.76	269,288.76
02/01/2027	120,000.00	2.650%	55,430.00	175,430.00	89,236.26	264,686.26
02/01/2028	120,000.00	2.650%	52,370.00	172,370.00	92,506.26	264,876.26
02/01/2029	130,000.00	2.750%	49,190.00	179,190.00	98,531.50	269,727.50
02/01/2030	130,000.00	2.850%	45,615.00	175,615.00	99,475.00	269,090.00
02/01/2031	135,000.00	2.950%	41,910.00	176,910.00	91,075.00	267,985.00
02/01/2032	135,000.00	3.050%	37,927.50	172,927.50	93,675.00	266,602.50
02/01/2033	140,000.00	3.150%	33,810.00	171,810.00	90,919.50	264,722.50
02/01/2034	145,000.00	3.200%	29,400.00	174,400.00	93,150.00	267,550.00
02/01/2035	240,000.00	3.250%	24,760.00	264,760.00		284,760.00
02/01/2036	250,000.00	3.300%	16,960.00	266,960.00		266,960.00
02/01/2037	260,000.00	3.350%	8,710.00	268,710.00		268,710.00
<b>Total</b>	<b>\$2,040,000.00</b>		<b>\$956,238.13</b>	<b>\$2,996,238.13</b>	<b>\$3,091,674.28</b>	<b>\$6,087,912.41</b>

### Significant Dates

Dated	11/01/2016
First Coupon Date	8/01/2017

### Yield Statistics

Bond Year Dollars	\$39,319.00
Average Life	15.250 Years
Average Coupon	3.0737323%
Net Interest Cost (NIC)	3.0737323%
True Interest Cost (TIC)	3.0581251%
Bond Yield for Arbitrage Purposes	3.0581251%
All Inclusive Cost (AIC)	3.2190087%

### IRS Form 8038

Net Interest Cost	3.0737323%
Weighted Average Maturity	15.250 Years

C1

**Windom EDA, Minnesota**

**\$2,285,000 Lease Revenue Bonds, Series 2016**

**Assumes Current Market BQ A Rates**

**Level**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds**

Par Amount of Bonds	\$2,285,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
<b>Total Sources</b>	<b>\$4,185,000.00</b>

**Uses Of Funds**

Total Underwriters Discount (1.2500%)	\$2,820.00
Costs of Issuance	\$1,000.00
Deposit to Debt Service Reserve Fund (DSRF)	204,293.52
Deposit to Project Construction Fund	1,900,000.00
Rounding Amount	2,286.48
<b>Total Uses</b>	<b>\$4,185,000.00</b>



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# Windom EDA, Minnesota

\$2,285,000 Lease Revenue Bonds, Series 2016

Assumes Current Market BQ A Rates

Level

## Debt Service Schedule

Date	Pr/Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			49,327.50	49,327.50	
02/01/2018			32,885.00	32,885.00	82,212.50
08/01/2018			32,885.00	32,885.00	
02/01/2019			32,885.00	32,885.00	65,770.00
08/01/2019			32,885.00	32,885.00	
02/01/2020			32,885.00	32,885.00	65,770.00
08/01/2020			32,885.00	32,885.00	
02/01/2021			32,885.00	32,885.00	65,770.00
08/01/2021			32,885.00	32,885.00	
02/01/2022			32,885.00	32,885.00	65,770.00
08/01/2022			32,885.00	32,885.00	
02/01/2023			32,885.00	32,885.00	65,770.00
08/01/2023			32,885.00	32,885.00	
02/01/2024	75,000.00	2.100%	32,885.00	107,885.00	140,770.00
08/01/2024			32,097.50	32,097.50	
02/01/2025	70,000.00	2.250%	32,097.50	102,097.50	134,195.00
08/01/2025			31,310.00	31,310.00	
02/01/2026	135,000.00	2.350%	31,310.00	166,310.00	197,620.00
08/01/2026			29,723.75	29,723.75	
02/01/2027	140,000.00	2.450%	29,723.75	169,723.75	199,447.50
08/01/2027			28,008.75	28,008.75	
02/01/2028	140,000.00	2.550%	28,008.75	168,008.75	196,017.50
08/01/2028			26,223.75	26,223.75	
02/01/2029	195,000.00	2.650%	26,223.75	171,223.75	197,447.50
08/01/2029			24,302.50	24,302.50	
02/01/2030	145,000.00	2.750%	24,302.50	169,302.50	193,605.00
08/01/2030			22,308.75	22,308.75	
02/01/2031	180,000.00	2.850%	22,308.75	172,308.75	194,617.50
08/01/2031			20,171.25	20,171.25	
02/01/2032	155,000.00	2.950%	20,171.25	171,171.25	195,342.50
08/01/2032			17,885.00	17,885.00	
02/01/2033	160,000.00	3.050%	17,885.00	177,885.00	195,770.00
08/01/2033			15,445.00	15,445.00	
02/01/2034	160,000.00	3.100%	15,445.00	173,445.00	190,890.00
08/01/2034			12,965.00	12,965.00	
02/01/2035	260,000.00	3.150%	12,965.00	272,965.00	285,930.00
08/01/2035			8,870.00	8,870.00	
02/01/2036	279,000.00	3.200%	8,870.00	278,870.00	287,740.00
08/01/2036			4,550.00	4,550.00	
02/01/2037	280,000.00	3.250%	4,550.00	284,550.00	289,100.00
<b>Total</b>	<b>\$2,285,000.00</b>		<b>\$1,024,535.00</b>	<b>\$3,309,535.00</b>	

## Yield Statistics

Bond Year-Dollars	\$34,351.25
Average Life	15.121 Years
Average Coupon	2.563196%
Net Interest Cost (NIC)	3.0446800%
True Interest Cost (TIC)	3.092245%
Bond Yield for Arbitrage Purposes	2.9498597%
All Inclusive Cost (AIC)	3.2411264%

## IR6-Form 8038

Net Interest Cost	2.963196%
Weighted Average Maturity	15.121 Years

Series 2016 Lease Rev. Bonds - SINGLE PURPOSES - 02/26/2016 1:20 AM



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# Windom EDA, Minnesota

\$2,285,000 Lease Revenue Bonds, Series 2016

Assumes Current Market BQ A Rates  
Level

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Existing D/S	Net New D/S
02/01/2017							
02/01/2018			82,212.50	82,212.50		364,441.88	446,654.38
02/01/2019			65,770.00	65,770.00		394,508.66	460,278.66
02/01/2020			65,770.00	65,770.00		323,657.57	889,427.57
02/01/2021			65,770.00	65,770.00		325,189.24	390,959.24
02/01/2022			65,770.00	65,770.00		282,044.24	347,814.24
02/01/2023			65,770.00	65,770.00		276,696.03	342,466.03
02/01/2024	75,000.00	2.100%	65,770.00	140,770.00		148,085.19	288,855.19
02/01/2025	70,000.00	2.250%	64,195.00	134,195.00		151,545.19	285,740.19
02/01/2026	135,000.00	2.350%	62,620.00	197,620.00		90,918.76	288,538.76
02/01/2027	140,000.00	2.450%	59,447.50	199,447.50		89,256.26	288,703.76
02/01/2028	140,000.00	2.550%	56,017.50	196,017.50		92,506.26	288,523.76
02/01/2029	145,000.00	2.650%	52,447.50	197,447.50		90,537.50	287,985.00
02/01/2030	145,000.00	2.750%	48,605.00	193,605.00		93,475.00	287,080.00
02/01/2031	150,000.00	2.850%	44,617.50	194,617.50		91,075.00	285,692.50
02/01/2032	155,000.00	2.950%	40,342.50	195,342.50		93,675.00	289,017.50
02/01/2033	160,000.00	3.050%	35,770.00	195,770.00		90,912.50	286,882.50
02/01/2034	160,000.00	3.100%	30,890.00	190,890.00		93,150.00	284,040.00
02/01/2035	260,000.00	3.150%	25,930.00	285,930.00			285,930.00
02/01/2036	270,000.00	3.200%	17,740.00	287,740.00			287,740.00
02/01/2037	280,000.00	3.250%	9,100.00	289,100.00	(204,293.52)		84,806.48
<b>Total</b>	<b>\$2,285,000.00</b>		<b>\$1,024,555.00</b>	<b>\$3,309,555.00</b>	<b>(204,293.52)</b>	<b>\$3,091,674.28</b>	<b>\$6,196,935.76</b>

## Significant Dates

Dated	11/01/2016
First Coupon Date	8/01/2017

## Yield Statistics

Bond Year Dollars	\$34,551.25
Average Life	15.121 Years
Average Coupon	2.9653196%
Net Interest Cost (NIC)	3.0446800%
True Interest Cost (TIC)	3.0602888%
Bond Yield for Arbitrage Purposes	3.0408897%
All Inclusive Cost (AIC)	3.2411264%

## IRS Form 8038

Net Interest Cost	2.9653196%
Weighted Average Maturity	15.121 Years

A2

**City of Windom, Minnesota**

**\$2,060,000 General Obligation CIP Bonds, Series 2016**

**Assumes Current Market BQ A+ Rates**

**Level**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds**

Per Amount of Bonds	\$2,060,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	560,000.00

**Total Sources \$3,960,000.00**

**Uses Of Funds**

Total Underwriter's Discount (1.200%)	24,720.00
Costs of Insurance	35,000.00
Deposit to Project Construction Fund	3,800,000.00
Rounding Amount	280.00

**Total Uses \$3,960,000.00**

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# City of Windom, Minnesota

## \$2,060,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates

Level

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			30,125.63	30,125.63	
02/01/2018	80,000.00	0.850%	20,093.75	100,093.75	130,209.38
08/01/2018			19,743.75	19,743.75	
02/01/2019	90,000.00	0.950%	19,743.75	109,743.75	129,487.50
08/01/2019			19,316.25	19,316.25	
02/01/2020	90,000.00	1.050%	19,316.25	109,316.25	128,632.50
08/01/2020			18,843.75	18,843.75	
02/01/2021	90,000.00	1.150%	18,843.75	108,843.75	127,687.50
08/01/2021			18,326.25	18,326.25	
02/01/2022	95,000.00	1.300%	18,326.25	113,326.25	131,652.50
08/01/2022			17,708.75	17,708.75	
02/01/2023	95,000.00	1.400%	17,708.75	112,708.75	130,417.50
08/01/2023			17,043.75	17,043.75	
02/01/2024	95,000.00	1.500%	17,043.75	112,043.75	129,087.50
08/01/2024			16,307.50	16,307.50	
02/01/2025	95,000.00	1.600%	16,307.50	111,307.50	127,615.00
08/01/2025			15,500.00	15,500.00	
02/01/2026	100,000.00	1.800%	15,500.00	115,500.00	131,000.00
08/01/2026			14,600.00	14,600.00	
02/01/2027	100,000.00	1.900%	14,600.00	114,600.00	129,200.00
08/01/2027			13,650.00	13,650.00	
02/01/2028	100,000.00	2.000%	13,650.00	113,650.00	127,300.00
08/01/2028			12,650.00	12,650.00	
02/01/2029	105,000.00	2.100%	12,650.00	117,650.00	130,300.00
08/01/2029			11,547.50	11,547.50	
02/01/2030	105,000.00	2.200%	11,547.50	116,547.50	128,095.00
08/01/2030			10,392.50	10,392.50	
02/01/2031	110,000.00	2.300%	10,392.50	120,392.50	130,785.00
08/01/2031			9,127.50	9,127.50	
02/01/2032	110,000.00	2.400%	9,127.50	119,127.50	128,255.00
08/01/2032			7,807.50	7,807.50	
02/01/2033	115,000.00	2.500%	7,807.50	122,807.50	130,615.00
08/01/2033			6,370.00	6,370.00	
02/01/2034	115,000.00	2.550%	6,370.00	121,370.00	127,740.00
08/01/2034			4,903.75	4,903.75	
02/01/2035	120,000.00	2.600%	4,903.75	124,903.75	129,807.50
08/01/2035			3,343.75	3,343.75	
02/01/2036	125,000.00	2.650%	3,343.75	128,343.75	131,687.50
08/01/2036			1,687.50	1,687.50	
02/01/2037	125,000.00	2.700%	1,687.50	126,687.50	128,375.00
<b>Total:</b>	<b>\$2,060,000.00</b>		<b>\$327,949.38</b>	<b>\$2,387,949.38</b>	

### Yield Statistics

Bond Year Dollars	\$23,520.00
Average Life	11.417 Years
Average Coupon	2.2446827%
Net Interest Cost (NIC)	2.3497648%
Total Interest Cost (TIC)	2.3443339%
Bond Yield for Arbitrage Purposes	2.2214699%
All Inclusive Cost (AIC)	2.5216868%

### IRS Form 8938

Net Interest Cost	2.2446827%
Weighted Average Maturity	11.417 Years

Series 2016 GO CIP Bonds | BRIDLE PURPOSE | 02/20/2016 | 1:05 PM



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B2

**City of Windom, Minnesota**

**\$2,040,000 Lease Agreement, Series 2016**

**Assumes Current Market BQ Non-Rated Rates  
Level Debt Service**

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds	\$2,040,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00

**Total Sources** \$3,940,000.00

**Uses Of Funds**

Costs of Issuance	39,000.00
Deposit to Project Construction Fund	3,800,000.00
Rounding Amount	1,000.00

**Total Uses** \$3,940,000.00

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# City of Windom, Minnesota

\$2,040,000 Lease Agreement, Series 2016

Assumes Current Market EQ Non-Rated Rates

Level Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total Paid	Fiscal Total
11/01/2016					
08/01/2017			40,145.63	40,145.63	
02/01/2018	70,000.00	1.500%	26,763.75	96,763.75	136,909.38
08/01/2018			26,238.75	26,238.75	
02/01/2019	85,000.00	1.500%	26,238.75	111,238.75	137,477.20
08/01/2019			25,538.75	25,538.75	
02/01/2020	85,000.00	1.700%	25,538.75	110,538.75	136,117.50
08/01/2020			24,836.25	24,836.25	
02/01/2021	85,000.00	1.800%	24,836.25	109,836.25	134,672.50
08/01/2021			24,071.25	24,071.25	
02/01/2022	90,000.00	1.980%	24,071.25	114,071.25	138,142.50
08/01/2022			23,193.75	23,193.75	
02/01/2023	90,000.00	2.050%	23,193.75	113,393.75	136,387.50
08/01/2023			22,271.25	22,271.25	
02/01/2024	95,000.00	2.200%	22,271.25	117,271.25	134,342.50
08/01/2024			21,281.25	21,281.25	
02/01/2025	95,000.00	2.350%	21,281.25	116,281.25	137,562.50
08/01/2025			20,165.00	20,165.00	
02/01/2026	95,000.00	2.450%	20,165.00	115,165.00	135,330.00
08/01/2026			19,001.25	19,001.25	
02/01/2027	100,000.00	2.550%	19,001.25	119,001.25	138,002.50
08/01/2027			17,726.25	17,726.25	
02/01/2028	100,000.00	2.650%	17,726.25	117,726.25	135,432.50
08/01/2028			16,401.25	16,401.25	
02/01/2029	105,000.00	2.750%	16,401.25	121,401.25	137,802.50
08/01/2029			14,957.50	14,957.50	
02/01/2030	105,000.00	2.850%	14,957.50	119,957.50	134,915.00
08/01/2030			13,461.25	13,461.25	
02/01/2031	110,000.00	2.950%	13,461.25	123,461.25	136,922.50
08/01/2031			11,838.75	11,838.75	
02/01/2032	115,000.00	3.050%	11,838.75	126,838.75	138,677.50
08/01/2032			10,085.00	10,085.00	
02/01/2033	115,000.00	3.150%	10,085.00	125,085.00	135,170.00
08/01/2033			8,273.75	8,273.75	
02/01/2034	120,000.00	3.200%	8,273.75	128,273.75	136,347.50
08/01/2034			6,353.75	6,353.75	
02/01/2035	125,000.00	3.250%	6,353.75	131,353.75	137,707.50
08/01/2035			4,322.50	4,322.50	
02/01/2036	130,000.00	3.300%	4,322.50	134,322.50	138,645.00
08/01/2036			2,177.50	2,177.50	
02/01/2037	130,000.00	3.350%	2,177.50	132,177.50	134,353.00
<b>Total</b>	<b>\$2,040,000.00</b>		<b>\$691,339.38</b>	<b>\$2,731,339.38</b>	

### Yield Statistics

Bond Yield Obligation	2.9284534%
Weighted Average Maturity	11.652 Years
Average Coupon	2.9084534%

Net Interest Cost (NIC)	2.9084534%
True Interest Cost (TIC)	2.8792987%
Bond Yield for Arbitrage Purposes	2.8792987%
All Inclusive Cost (AIC)	3.0812915%

### IRS Form 8038

Net Interest Cost	2.9084534%
Weighted Average Maturity	11.652 Years

Series 2016 Lease Agreement | SINGLE PURPOSE | 8/23/2016 | 10:09 AM



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C2

**Windom EDA, Minnesota**

**\$2,230,000 Lease Revenue Bonds, Series 2016**

Assumes Current Market BQ A Rates  
Level

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds	\$2,230,000.00
Ambulance Fund	1,600,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
<b>Total Sources</b>	<b>\$4,130,000.00</b>

**Uses Of Funds**

Total Underwriter's Discount (11200%)	26,760.00
Costs of Issuance	51,000.00
Deposit to Debt Service Reserve Fund (DSRF)	130,165.00
Deposit to Project Construction Fund	3,900,000.00
Roundup Amount	2,135.00
<b>Total Uses</b>	<b>\$4,130,000.00</b>

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## Windom EDA, Minnesota

\$2,230,000 Lease Revenue Bonds, Series 2016

Assumes Current Market EQ A Rates

Level

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			42,208.13	42,208.13	
02/01/2018	75,000.00	1.400%	28,138.75	103,138.75	145,346.88
08/01/2018			27,613.75	27,613.75	
02/01/2019	90,000.00	1.500%	27,613.75	117,613.75	145,227.50
08/01/2019			26,938.75	26,938.75	
02/01/2020	95,000.00	1.600%	26,938.75	121,938.75	148,827.50
08/01/2020			26,178.75	26,178.75	
02/01/2021	95,000.00	1.700%	26,178.75	121,178.75	147,357.50
08/01/2021			25,371.25	25,371.25	
02/01/2022	95,000.00	1.850%	25,371.25	120,371.25	145,742.50
08/01/2022			24,492.50	24,492.50	
02/01/2023	100,000.00	1.950%	24,492.50	124,492.50	148,985.00
08/01/2023			23,517.50	23,517.50	
02/01/2024	100,000.00	2.100%	23,517.50	123,517.50	147,035.00
08/01/2024			22,467.50	22,467.50	
02/01/2025	105,000.00	2.250%	22,467.50	127,467.50	149,935.00
08/01/2025			21,286.25	21,286.25	
02/01/2026	105,000.00	2.350%	21,286.25	126,286.25	147,572.50
08/01/2026			20,052.50	20,052.50	
02/01/2027	110,000.00	2.450%	20,052.50	130,052.50	150,105.00
08/01/2027			18,705.00	18,705.00	
02/01/2028	110,000.00	2.550%	18,705.00	128,705.00	147,410.00
08/01/2028			17,302.50	17,302.50	
02/01/2029	115,000.00	2.650%	17,302.50	132,302.50	149,605.00
08/01/2029			15,778.75	15,778.75	
02/01/2030	115,000.00	2.750%	15,778.75	130,778.75	146,337.50
08/01/2030			14,197.50	14,197.50	
02/01/2031	120,000.00	2.850%	14,197.50	134,197.50	148,395.00
08/01/2031			12,487.50	12,487.50	
02/01/2032	125,000.00	2.950%	12,487.50	137,487.50	149,975.00
08/01/2032			10,643.75	10,643.75	
02/01/2033	125,000.00	3.050%	10,643.75	135,643.75	146,287.50
08/01/2033			8,737.50	8,737.50	
02/01/2034	130,000.00	3.100%	8,737.50	138,737.50	147,075.00
08/01/2034			6,722.50	6,722.50	
02/01/2035	135,000.00	3.150%	6,722.50	141,722.50	148,445.00
08/01/2035			4,596.25	4,596.25	
02/01/2036	140,000.00	3.200%	4,596.25	144,596.25	149,192.50
08/01/2036			2,356.25	2,356.25	
02/01/2037	145,000.00	3.250%	2,356.25	147,356.25	149,712.50
<b>Total</b>	<b>\$2,230,000.00</b>		<b>\$729,239.38</b>	<b>\$2,959,239.38</b>	

### Yield Statistics

Bond Yield to Maturity	\$26,977.50
Weighted Life	11.649 Years
Average Coupon	2.8071062%

Net Interest Cost (NIC)	2.9102064%
Title Interest Cost (TIC)	2.9042935%
Bond Yield for Arbitrage Purposes	2.7789907%
All-Inclusive Cost (AIC)	3.1491066%

### IRS Form 8038

Net Interest Cost	2.8071962%
Weighted Average Maturity	11.649 Years

Serial 2016 Lease Rev Bon | SINGLE PURPOSE | 02/20/2016 | 10:28 AM



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A3

**City of Windom, Minnesota**

**\$1,050,000 General Obligation CIP Bonds, Series 2016**

Assumes Current Market BQ A+ Rates

Delayed - Level Debt Service

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Per Amount of Bonds	\$1,050,000.00
Ambulance Fund	1,000,000.00
Equip State Fund	500,000.00
General Fund	400,000.00
USDA Loan	1,000,000.00

**Total Sources** \$3,950,000.00

**Use Of Funds**

Total Underwriter's Discount (1.200%)	12,600.00
Costs of Insurance	33,000.00
Deposit to Project Construction Fund	3,800,000.00
Rounding Amount	2,400.00

**Total Uses** \$3,950,000.00



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# City of Windom, Minnesota

## \$1,050,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates

Delayed - Level Debt Service

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			19,344.38	19,344.38	
02/01/2018			12,896.25	12,896.25	32,240.63
08/01/2018			12,896.25	12,896.25	
02/01/2019			12,896.25	12,896.25	25,792.50
08/01/2019			12,896.25	12,896.25	
02/01/2020			12,896.25	12,896.25	25,792.50
08/01/2020			12,896.25	12,896.25	
02/01/2021			12,896.25	12,896.25	25,792.50
08/01/2021			12,896.25	12,896.25	
02/01/2022			12,896.25	12,896.25	25,792.50
08/01/2022			12,896.25	12,896.25	
02/01/2023			12,896.25	12,896.25	25,792.50
08/01/2023			12,896.25	12,896.25	
02/01/2024			12,896.25	12,896.25	25,792.50
08/01/2024			12,896.25	12,896.25	
02/01/2025			12,896.25	12,896.25	25,792.50
08/01/2025			12,896.25	12,896.25	
02/01/2026			12,896.25	12,896.25	25,792.50
08/01/2026			12,896.25	12,896.25	
02/01/2027			12,896.25	12,896.25	25,792.50
08/01/2027			12,896.25	12,896.25	
02/01/2028			12,896.25	12,896.25	25,792.50
08/01/2028			12,896.25	12,896.25	
02/01/2029	105,000.00	2.100%	12,896.25	117,896.25	130,792.50
08/01/2029			11,793.75	11,793.75	
02/01/2030	110,000.00	2.200%	11,793.75	121,793.75	133,587.50
08/01/2030			10,583.75	10,583.75	
02/01/2031	110,000.00	2.300%	10,583.75	120,583.75	131,167.50
08/01/2031			9,318.75	9,318.75	
02/01/2032	115,000.00	2.400%	9,318.75	124,318.75	133,637.50
08/01/2032			7,938.75	7,938.75	
02/01/2033	115,000.00	2.500%	7,938.75	122,938.75	130,877.50
08/01/2033			6,501.25	6,501.25	
02/01/2034	120,000.00	2.500%	6,501.25	126,501.25	133,002.50
08/01/2034			4,971.25	4,971.25	
02/01/2035	120,000.00	2.600%	4,971.25	124,971.25	129,942.50
08/01/2035			3,411.25	3,411.25	
02/01/2036	125,000.00	2.600%	3,411.25	128,411.25	131,822.50
08/01/2036			1,755.00	1,755.00	
02/01/2037	130,000.00	2.700%	1,755.00	131,755.00	133,510.00
<b>Total</b>	<b>\$1,050,000.00</b>		<b>\$428,505.63</b>	<b>\$1,478,505.63</b>	

### Yield Statistics

Bond Year Dollar	\$17,232.50
Average Life	16.412 Years
Average Coupon	2.4866133%
Net Interest Cost (NIC)	2.5597309%
True Interest Cost (TIC)	2.5710651%
Bond Yield for Arbitrage Purposes	2.4807983%
All-Inclusive Cost (AIC)	2.8288028%

### IRS Form 8038

Net Interest Cost	2.4866133%
Weighted Average Maturity	16.412 Years
Basis 2016 GO CIP Bonds (SINGLE PURPOSE) 8/22/2016 1:31:0 PM	



B3

**City of Windom, Minnesota**

**\$1,035,000 Lease Agreement, Series 2016**

**Assumes Current Market BQ Non-Rated Rates**

**Delayed - Level Debt Service**

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds	\$1,035,000.00
Ambulance Fund	1,000,000.00
Equip Store Fund	300,000.00
General Fund	400,000.00
USDA Loan	1,000,000.00
<b>Total Sources</b>	<b>\$3,935,000.00</b>

**Uses Of Funds:**

Costs of Issuance	\$2,500.00
Deposit to Project Construction Fund	3,900,000.00
Rounding Amount	2,500.00
<b>Total Uses</b>	<b>\$3,935,000.00</b>



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# City of Windom, Minnesota

\$1,035,000 Lease Agreement, Series 2016

Assumes Current Market EQ Non-Rated Rates

Delayed - Level Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			23,505.00	23,505.00	
02/01/2018			15,670.00	15,670.00	39,175.00
08/01/2018			15,670.00	15,670.00	
02/01/2019			15,670.00	15,670.00	31,340.00
08/01/2019			15,670.00	15,670.00	
02/01/2020			15,670.00	15,670.00	31,340.00
08/01/2020			15,670.00	15,670.00	
02/01/2021			15,670.00	15,670.00	31,340.00
08/01/2021			15,670.00	15,670.00	
02/01/2022			15,670.00	15,670.00	31,340.00
08/01/2022			15,670.00	15,670.00	
02/01/2023			15,670.00	15,670.00	31,340.00
08/01/2023			15,670.00	15,670.00	
02/01/2024			15,670.00	15,670.00	31,340.00
08/01/2024			15,670.00	15,670.00	
02/01/2025			15,670.00	15,670.00	31,340.00
08/01/2025			15,670.00	15,670.00	
02/01/2026			15,670.00	15,670.00	31,340.00
08/01/2026			15,670.00	15,670.00	
02/01/2027	80,000.00	2.530%	15,670.00	95,670.00	111,340.00
08/01/2027			14,630.00	14,630.00	
02/01/2028	85,000.00	2.630%	14,630.00	99,660.00	114,300.00
08/01/2028			13,523.75	13,523.75	
02/01/2029	85,000.00	2.750%	13,523.75	98,523.75	112,847.50
08/01/2029			12,335.00	12,335.00	
02/01/2030	90,000.00	2.850%	12,335.00	102,335.00	114,710.00
08/01/2030			11,072.50	11,072.50	
02/01/2031	90,000.00	2.950%	11,072.50	101,072.50	112,145.00
08/01/2031			9,745.00	9,745.00	
02/01/2032	95,000.00	3.050%	9,745.00	104,745.00	114,490.00
08/01/2032			8,296.25	8,296.25	
02/01/2033	95,000.00	3.150%	8,296.25	103,296.25	111,592.50
08/01/2033			6,800.00	6,800.00	
02/01/2034	100,000.00	3.200%	6,800.00	106,800.00	113,600.00
08/01/2034			5,200.00	5,200.00	
02/01/2035	100,000.00	3.250%	5,200.00	105,200.00	110,400.00
08/01/2035			3,575.00	3,575.00	
02/01/2036	105,000.00	3.300%	3,575.00	108,475.00	112,150.00
08/01/2036			1,842.50	1,842.50	
02/01/2037	110,000.00	3.350%	1,842.50	111,842.50	113,685.00
<b>Total</b>	<b>\$1,035,000.00</b>		<b>\$495,355.00</b>	<b>\$1,530,355.00</b>	

## Yield Statistics

Bond Year Dollars	\$16,083.75
Average Life	13.540 Years
Average Coupon	3.0798477%
Net Interest Cost (NIC)	3.0798477%
True Interest Cost (TIC)	3.0687310%
Bond Yield for Arbitrage Purposes	3.0687310%
All Inclusive Cost (AIC)	3.3304831%

## IRS Form 8038

Net Interest Cost	3.0798477%
Weighted Average Maturity	13.540 Years

Series 2016 City Lease Ag. | SINGLE PURPOSE | 11/29/2018 | 9:12 PM



C3

**Windom EDA, Minnesota**

**\$1,165,000 Lease Revenue Bonds, Series 2016**

**Assumes Current Market BQ A Rates**

**Delayed - Level Debt Service**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds**

Per Amount of Bonds	\$1,165,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
UDA Loan	1,000,000.00
<b>Total Sources</b>	<b>\$4,065,000.00</b>

**Uses Of Funds**

Total Underwrite Discount (1.200%)	13,980.00
Costs of Issuance	45,000.00
Deposit to Debt Service Reserve Fund (DSRF)	105,285.07
Deposit to Project Construction Fund	3,900,000.00
Rounding Amount	734.93
<b>Total Uses</b>	<b>\$4,065,000.00</b>



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# Windom EDA, Minnesota

\$1,165,000 Lease Revenue Bonds, Series 2016

Assumes Current Market BQ A Rates

Delayed - Level Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			25,599.38	25,599.38	
02/01/2018			17,066.25	17,066.25	42,665.63
08/01/2018			17,066.25	17,066.25	
02/01/2019			17,066.25	17,066.25	34,132.50
08/01/2019			17,066.25	17,066.25	
02/01/2020			17,066.25	17,066.25	34,132.50
08/01/2020			17,066.25	17,066.25	
02/01/2021			17,066.25	17,066.25	34,132.50
08/01/2021			17,066.25	17,066.25	
02/01/2022			17,066.25	17,066.25	34,132.50
08/01/2022			17,066.25	17,066.25	
02/01/2023			17,066.25	17,066.25	34,132.50
08/01/2023			17,066.25	17,066.25	
02/01/2024			17,066.25	17,066.25	34,132.50
08/01/2024			17,066.25	17,066.25	
02/01/2025			17,066.25	17,066.25	34,132.50
08/01/2025			17,066.25	17,066.25	
02/01/2026			17,066.25	17,066.25	34,132.50
08/01/2026			17,066.25	17,066.25	
02/01/2027	90,000.00	2.450%	17,066.25	107,066.25	124,132.50
08/01/2027			15,963.75	15,963.75	
02/01/2028	95,000.00	2.550%	15,963.75	110,963.75	126,927.50
08/01/2028			14,752.50	14,752.50	
02/01/2029	95,000.00	2.650%	14,752.50	109,752.50	124,505.00
08/01/2029			13,493.75	13,493.75	
02/01/2030	100,000.00	2.750%	13,493.75	113,493.75	126,987.50
08/01/2030			12,118.75	12,118.75	
02/01/2031	100,000.00	2.850%	12,118.75	112,118.75	124,237.50
08/01/2031			10,693.75	10,693.75	
02/01/2032	105,000.00	2.950%	10,693.75	115,693.75	126,387.50
08/01/2032			9,145.00	9,145.00	
02/01/2033	110,000.00	3.050%	9,145.00	119,145.00	128,290.00
08/01/2033			7,467.50	7,467.50	
02/01/2034	110,000.00	3.100%	7,467.50	117,467.50	124,935.00
08/01/2034			5,762.50	5,762.50	
02/01/2035	115,000.00	3.150%	5,762.50	120,762.50	126,525.00
08/01/2035			3,951.25	3,951.25	
02/01/2036	120,000.00	3.200%	3,951.25	123,951.25	127,902.50
08/01/2036			2,091.25	2,091.25	
02/01/2037	125,000.00	3.250%	2,091.25	127,091.25	129,062.50
<b>Total</b>	<b>\$1,165,000.00</b>		<b>\$540,618.13</b>	<b>\$1,705,618.13</b>	

### Yield Statistics

Bond Year Dollars	818,131.25
Average Life	15.563 Years
Average Coupon	2.9816925%

Net Interest Cost (NIC)	3,058,797.0%
True Interest Cost (TIC)	3,068,910.2%
Bond Yield (for Arbitrage Purposes)	2,970,388.0%
All Inclusive Cost (AIC)	3,094,683.3%

### IRS Form 803B

Net Interest Cost	2,981,692.5%
Weighted Average Maturity	15.563 Years

Bond Series 2016 Lease Rev Bond | SINGLE PURPOSE | 02/29/2018 | 3:19 PM



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A4

**City of Windom, Minnesota**

**\$1,050,000 General Obligation CIP Bonds, Series 2016**

Assumes Current Market BQ A+ Rates

Level:

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds	\$1,050,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
USDA Loan	1,000,000.00
<b>Total Sources</b>	<b>\$3,950,000.00</b>

**Uses Of Funds**

Total Underwriter's Discount (1.200%)	12,600.00
Costs of Issuance	35,000.00
Deposit to Project Construction Fund	3,900,000.00
Rounding Amount	2,400.00
<b>Total Uses</b>	<b>\$3,950,000.00</b>

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# City of Windom, Minnesota

\$1,050,000 General Obligation CIP Bonds, Series 2016

Assumes Current Market BQ A+ Rates

Level

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total Pmt	Fiscal Total
10/01/2016					
08/01/2017			15,401.25	15,401.25	
02/01/2018	40,000.00	0.850%	10,267.50	50,267.50	65,668.75
08/01/2018			10,097.50	10,097.50	
02/01/2019	40,000.00	0.950%	10,097.50	55,097.50	65,195.00
08/01/2019			9,883.75	9,883.75	
02/01/2020	45,000.00	1.050%	9,883.75	54,883.75	64,767.50
08/01/2020			9,647.50	9,647.50	
02/01/2021	45,000.00	1.150%	9,647.50	54,647.50	64,295.00
08/01/2021			9,388.75	9,388.75	
02/01/2022	45,000.00	1.300%	9,388.75	54,388.75	63,777.50
08/01/2022			9,096.25	9,096.25	
02/01/2023	50,000.00	1.400%	9,096.25	59,096.25	68,192.50
08/01/2023			8,746.25	8,746.25	
02/01/2024	30,000.00	1.550%	8,746.25	58,746.25	67,492.90
08/01/2024			8,358.75	8,358.75	
02/01/2025	30,000.00	1.700%	8,358.75	58,358.75	66,717.50
08/01/2025			7,933.75	7,933.75	
02/01/2026	30,000.00	1.800%	7,933.75	57,933.75	65,867.50
08/01/2026			7,483.75	7,483.75	
02/01/2027	30,000.00	1.900%	7,483.75	57,483.75	64,967.50
08/01/2027			7,008.75	7,008.75	
02/01/2028	30,000.00	2.000%	7,008.75	57,008.75	64,017.50
08/01/2028			6,508.75	6,508.75	
02/01/2029	35,000.00	2.100%	6,508.75	61,508.75	68,017.50
08/01/2029			5,931.25	5,931.25	
02/01/2030	35,000.00	2.200%	5,931.25	60,931.25	66,862.50
08/01/2030			5,326.25	5,326.25	
02/01/2031	35,000.00	2.300%	5,326.25	60,326.25	65,652.50
08/01/2031			4,693.75	4,693.75	
02/01/2032	35,000.00	2.400%	4,693.75	59,693.75	64,387.50
08/01/2032			4,033.75	4,033.75	
02/01/2033	60,000.00	2.500%	4,033.75	64,033.75	68,067.50
08/01/2033			3,283.75	3,283.75	
02/01/2034	60,000.00	2.550%	3,283.75	63,323.75	66,567.50
08/01/2034			2,518.75	2,518.75	
02/01/2035	60,000.00	2.600%	2,518.75	62,518.75	65,037.50
08/01/2035			1,738.75	1,738.75	
02/01/2036	65,000.00	2.650%	1,738.75	66,738.75	68,477.50
08/01/2036			877.50	877.50	
02/01/2037	65,000.00	2.700%	877.50	65,877.50	66,755.00
<b>Total</b>	<b>\$1,050,000.00</b>		<b>\$270,783.75</b>	<b>\$1,320,783.75</b>	

### Yield Statistics

Bond Year Dollars	\$12,007.50
Average Life	11.427 Years
Average Coupon	2.2370144%
Net Interest Cost (NIC)	2.3522204%
True Interest Cost (TIC)	2.3468669%
Bond Yield for All Purposes	2.3245316%
All Inclusive Cost (AIC)	2.6977766%

### IRS Form 8038

Net Interest Cost	2.2476344%
Weighted Average Maturity	11.474 Years
Series 2016 GD CIP Bonds   SINGLE PURPOSE   8/10/2016   8:25 AM	



B4

**City of Windom, Minnesota**

**\$1,035,000 Lease Agreement, Series 2016**  
Assumes Current Market BQ Non-Rated Rates  
Level

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds	\$1,035,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
USDA Loan	1,000,000.00
<b>Total Sources</b>	<b>\$3,935,000.00</b>

**Uses Of Funds**

Costs of Issuance	23,000.00
Deposit to Project Construction Fund	\$,900,000.00
Rounding Amount	2,000.00
<b>Total Uses</b>	<b>\$3,935,000.00</b>

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# City of Windom, Minnesota

\$1,035,000 Lease Agreement, Series 2016

Assumes Current Market EQ Non-Rated Rates Level

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			20,366.25	20,366.25	
02/01/2018	35,000.00	1.500%	13,577.50	48,577.50	68,943.75
08/01/2018			13,315.00	13,315.00	
02/01/2019	40,000.00	1.600%	13,315.00	53,315.00	66,630.00
08/01/2019			12,995.00	12,995.00	
02/01/2020	45,000.00	1.700%	12,995.00	57,995.00	70,990.00
08/01/2020			12,612.50	12,612.50	
02/01/2021	45,000.00	1.800%	12,612.50	57,612.50	70,225.00
08/01/2021			12,207.50	12,207.50	
02/01/2022	45,000.00	1.950%	12,207.50	57,207.50	69,415.00
08/01/2022			11,768.75	11,768.75	
02/01/2023	45,000.00	2.050%	11,768.75	56,768.75	68,537.50
08/01/2023			11,307.50	11,307.50	
02/01/2024	45,000.00	2.200%	11,307.50	56,307.50	67,615.00
08/01/2024			10,812.50	10,812.50	
02/01/2025	50,000.00	2.350%	10,812.50	60,812.50	71,625.00
08/01/2025			10,225.00	10,225.00	
02/01/2026	50,000.00	2.450%	10,225.00	60,225.00	70,450.00
08/01/2026			9,612.50	9,612.50	
02/01/2027	50,000.00	2.550%	9,612.50	59,612.50	69,225.00
08/01/2027			8,975.00	8,975.00	
02/01/2028	50,000.00	2.650%	8,975.00	58,975.00	67,950.00
08/01/2028			8,312.50	8,312.50	
02/01/2029	55,000.00	2.750%	8,312.50	63,312.50	71,625.00
08/01/2029			7,556.25	7,556.25	
02/01/2030	55,000.00	2.850%	7,556.25	62,556.25	70,112.50
08/01/2030			6,772.50	6,772.50	
02/01/2031	55,000.00	2.950%	6,772.50	61,772.50	68,545.00
08/01/2031			5,961.25	5,961.25	
02/01/2032	55,000.00	3.050%	5,961.25	60,961.25	66,922.50
08/01/2032			5,122.50	5,122.50	
02/01/2033	60,000.00	3.150%	5,122.50	65,122.50	70,245.00
08/01/2033			4,177.50	4,177.50	
02/01/2034	60,000.00	3.200%	4,177.50	64,177.50	68,355.00
08/01/2034			3,217.50	3,217.50	
02/01/2035	65,000.00	3.250%	3,217.50	68,217.50	71,435.00
08/01/2035			2,161.25	2,161.25	
02/01/2036	65,000.00	3.300%	2,161.25	67,161.25	69,322.50
08/01/2036			1,088.75	1,088.75	
02/01/2037	65,000.00	3.350%	1,088.75	66,088.75	67,177.50
<b>Total</b>	<b>\$1,035,000.00</b>		<b>\$350,346.25</b>	<b>\$1,385,346.25</b>	

### Yield Statistics

Bond Year Dollars	812,053.75
Average Life	11.646 Years
Average Coupon	2.9065332%
Net Interest Cost (NIC)	2.9065332%
True Interest Cost (TIC)	2.8774003%
Bond Yield for Arbitrage Purposes	2.8774003%
All Inclusive Cost (AIC)	3.2174025%

### IRS Form 8038

Net Interest Cost	2.9065332%
Weighted Average Maturity	11.646 Years

Series 2016 Lease Agreement | SINGLE PURPOSE | 3/10/2016 | 3:34 PM



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C4

**Windom EDA, Minnesota**

**\$1,135,000 Lease Revenue Bonds, Series 2016**

**Assumes Current Market BQ-A Rates  
Level**

**Sources & Uses**

**Dated 11/01/2016 | Delivered 11/01/2016**

**Sources Of Funds:**

Par Amount of Bonds	\$1,135,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
USDA Loan	1,000,000.00
<b>Total Sources</b>	<b>\$4,035,000.00</b>

**Uses Of Funds:**

Total Underwriter's Discount (1.200%)	13,620.00
Costs of Issuance	43,000.00
Deposit to Debt Service Reserve Fund (DSRF)	77,600.00
Deposit to Project Contingency Fund	3,900,000.00
Rounding Amount	780.00
<b>Total Uses</b>	<b>\$4,035,000.00</b>

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# Windom EDA, Minnesota

\$1,135,000 Lease Revenue Bonds, Series 2016

Assumes Current Market EQ A Rates

Level

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2016					
08/01/2017			21,451.88	21,451.88	
02/01/2018	40,000.00	1.400%	14,301.25	34,301.25	75,753.13
08/01/2018			14,021.25	14,021.25	
02/01/2019	45,000.00	1.500%	14,021.25	39,021.25	73,042.50
08/01/2019			13,683.75	13,683.75	
02/01/2020	50,000.00	1.600%	13,683.75	33,683.75	77,367.50
08/01/2020			13,283.75	13,283.75	
02/01/2021	50,000.00	1.700%	13,283.75	33,283.75	76,567.50
08/01/2021			12,858.75	12,858.75	
02/01/2022	50,000.00	1.850%	12,858.75	32,858.75	75,717.50
08/01/2022			12,396.25	12,396.25	
02/01/2023	50,000.00	1.950%	12,396.25	32,396.25	74,792.50
08/01/2023			11,908.75	11,908.75	
02/01/2024	50,000.00	2.000%	11,908.75	31,908.75	73,817.50
08/01/2024			11,383.75	11,383.75	
02/01/2025	50,000.00	2.250%	11,383.75	31,383.75	72,767.50
08/01/2025			10,821.25	10,821.25	
02/01/2026	55,000.00	2.350%	10,821.25	30,821.25	71,642.50
08/01/2026			10,175.00	10,175.00	
02/01/2027	55,000.00	2.450%	10,175.00	30,175.00	70,450.00
08/01/2027			9,501.25	9,501.25	
02/01/2028	55,000.00	2.550%	9,501.25	29,501.25	69,002.50
08/01/2028			8,800.00	8,800.00	
02/01/2029	60,000.00	2.650%	8,800.00	28,800.00	67,600.00
08/01/2029			8,005.00	8,005.00	
02/01/2030	60,000.00	2.750%	8,005.00	28,005.00	66,010.00
08/01/2030			7,180.00	7,180.00	
02/01/2031	60,000.00	2.850%	7,180.00	27,180.00	64,360.00
08/01/2031			6,325.00	6,325.00	
02/01/2032	60,000.00	2.950%	6,325.00	26,325.00	62,650.00
08/01/2032			5,440.00	5,440.00	
02/01/2033	65,000.00	3.050%	5,440.00	25,440.00	60,880.00
08/01/2033			4,448.75	4,448.75	
02/01/2034	65,000.00	3.100%	4,448.75	24,448.75	59,097.50
08/01/2034			3,441.25	3,441.25	
02/01/2035	70,000.00	3.150%	3,441.25	23,441.25	57,282.50
08/01/2035			2,338.75	2,338.75	
02/01/2036	70,000.00	3.200%	2,338.75	22,338.75	55,377.50
08/01/2036			1,218.75	1,218.75	
02/01/2037	75,000.00	3.250%	1,218.75	21,218.75	53,437.50
<b>Total</b>	<b>\$1,135,000.00</b>		<b>\$970,218.63</b>	<b>\$1,805,218.63</b>	

### Yield Statistics

Bond Year Dollar	\$13,188.75
Average Life	11.620 Years
Average Coupon	2.8070562%
Net Interest Cost (NIC)	2,910,326.1%
True Interest Cost (TIC)	2,904,265.2%
Bond Yield for Arbitrage Purposes	2.7786526%
All Inclusive Cost (AIC)	3.3153206%

### IRS Form 8038

Net Interest Cost	2,807,056.2%
Weighted Average Maturity	11.620 Years

Series 2016 Lease Rev Bond | SINGLE PURPOSE | 01/05/2016 | 9:24 AM



27

USDA  
LOAN

A, B, C 4

**City of Windom, Minnesota**

\$1,000,000 General Obligation CIP Bonds, Series 2016

USDA Loan

10 Years

**Sources & Uses**

Dated 11/01/2016 | Delivered 11/01/2016

**Sources Of Funds**

Par Amount of Bonds \$1,000,000.00

Total Sources \$1,000,000.00

**Uses Of Funds**

Primary Purpose Fund 1,000,000.00

Total Uses \$1,000,000.00

# City of Windom, Minnesota

\$1,000,000 General Obligation CIP Bonds, Series 2016

USDA Loan

10 Years

## Debt Service Schedule

Date	Principal	Coupon	Total P+i
01/01/2017			
01/01/2018	112,000.00		112,000.00
01/01/2019	111,000.00		111,000.00
01/01/2020	111,000.00		111,000.00
01/01/2021	111,000.00		111,000.00
01/01/2022	111,000.00		111,000.00
01/01/2023	111,000.00		111,000.00
01/01/2024	111,000.00		111,000.00
01/01/2025	111,000.00		111,000.00
01/01/2026	111,000.00		111,000.00
<b>Total</b>	<b>\$1,000,000.00</b>		<b>\$1,000,000.00</b>

## Yield Statistics

Bond Year Dollars	\$5,162.67
Weighted Life	5.163 Years
Average Coupon	
Net Interest Cost (NIC)	
True Interest Cost (TIC)	6.23E-13
Bond Yield for Arbitrage Purposes	6.23E-13
All-Inclusive Cost (AIC)	6.23E-13

## IRS Form 803B

Net Interest Cost	
Weighted Average Maturity	5.163 Years

# MEMORANDUM

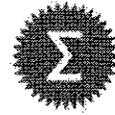


**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** City Administrator   
**DATE:** September 29, 2016  
**RE:** Pre-Sale Report and Resolution

To assist in advancing the discussion on the Emergency Services Facility (ESF) financing staff has requested Ehlers Associates to prepare a Pre-sale Report showing the \$2 million City-lease option with the property tax impact including estimated annual transfer off-sets. A representative of Ehlers Associates will be at the City Council meeting to discuss the financing options.

Depending on the City Council's discussion and direction this option could be modified for further action or another Pre-sale report can be prepared for action at the next City Council meeting.



**EHLERS**

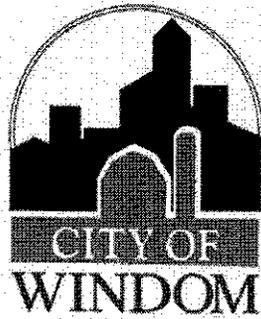
LEADERS IN PUBLIC FINANCE

October 4, 2016

## Pre-Sale Report for

City of Windom, Minnesota

\$2,039,000 Lease with Option to Purchase Agreement of  
2016



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Todd Hagen, CIPMA  
VP/Senior Municipal Advisor

And

Rebecca Kurtz, CIPMA  
VP/Senior Municipal Advisor

## Executive Summary of Proposed Debt

Proposed Issue:	\$2,039,000 Lease with Option to Purchase Agreement of 2016
Purpose:	<p>The proposed issue includes funding of approximately \$2,000,000 to finance the construction of a new emergency services facility to house the fire department and ambulance services for the City.</p> <p>The total cost of the project is \$3,900,000, less \$1,900,000 of City funds to lower the borrowing amount.</p> <p>The Lease will be paid from ad valorem property taxes and from other available funds of the City on an annual appropriation basis.</p>
Authority:	<p>The Lease is being issued pursuant to Minnesota Statutes, Section 465.71.</p> <p>The Lease counts against the City's statutory net debt limit of 3% of market value.</p> <p>As part of the agreement, the City will provide a ground lease to the lender for the portion of the property that includes the building and adequate parking, and the City will retain the title to the property.</p>
Term/Call Feature:	<p>The Lease is being issued for a 20-year term. Principal on the Lease will be due on February 1 in the years 2018 through 2037. Interest is payable every six months beginning August 1, 2017.</p> <p>The Lease will be subject to prepayment at the discretion of the City on any date.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Lease as a "bank qualified" obligation.</p> <p>Bank qualified status broadens the market for the Lease, which can result in lower interest rates.</p>
Rating:	This issue will be non-rated.
Basis for Recommendation:	<p>Based on our knowledge of the City's situation, its objectives communicated to us, our advisory relationship as well as characteristics of the twelve (12) municipal financing options presented to the City, we are recommending the issuance of a direct lease with option to purchase agreement instead of through EDA bonds or separate general obligation bonds as a suitable financing option because this option is the best viable option available to finance this type of facility under state law and is the most overall cost effective option that still maintains future flexibility for the repayment of debt. The City feels that this is their best option; and bond counsel feels that the large initial cash contribution will not affect the City's right to annually terminate the lease.</p>



<p><b>Method of Sale/Placement:</b></p>	<p>The City stated that at this point there is no agreement, verbal or otherwise, with any single bank to be lessor, so is directing Ehlers to assist the City in finding a lessor who can provide them with the most favorable rate. Because of the uniqueness in marketing a direct lease-purchase transaction with a longer 20-year term, we are recommending against a full competitive sale and selling this issue non-rated through a limited competitive process using an offering document. The proposals for the lease will be offered locally to a limited list of banks in and around the City. A list of at least three banks will be identified by the City who they feel would be interested in submitting a proposal with input from Ehlers.</p>
<p><b>Review of Existing Debt:</b></p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
<p><b>Continuing Disclosure:</b></p>	<p>Because this issue is being sold in blocks of \$100,000 or more and is being sold to fewer than 35 sophisticated investors, this issue will be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC). However, the City will deliver its annual financial statements to the lessor as they become available.</p>
<p><b>Arbitrage Monitoring:</b></p>	<p>Because the Lease is tax-exempt, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Non-arbitrage Certificate prepared by your bond attorney and provided at closing.</p> <p>We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.</p>
<p><b>Risk Factor:</b></p>	<p><b>Annual Appropriation:</b> The Lease will contain an annual non-appropriation clause under which the City has the right to terminate the Lease at the end of any fiscal year if it does not appropriate moneys sufficient to make required payments for the next fiscal year under the Lease.</p> <p>If this clause is exercised, the City would be required to surrender possession of the project to the lender. This action could impair the ability of the City to obtain financing for similar projects in the future. It could also have a negative impact on the City's credit rating, which could increase their future borrowing cost and/or impair access to credit in the market.</p>
<p><b>Other Service Providers:</b></p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used</p>



	<p>a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Attorney:</b> Fryberger Buchanan</p>
<p><b>Investment Earnings:</b></p>	<p>In order to more efficiently segregate funds for this project and maximize interest earnings we recommend using either your local banks or Ehlers Investment Partners, a subsidiary of Ehlers, to assist with the investment of lease proceeds until they are needed to pay project costs.</p>
<p><b>Summary:</b></p>	<p>The decisions to be made by the Council are as follows:</p> <ul style="list-style-type: none"> <li>• Accept or modify the finance assumptions described in this report.</li> <li>• Adopt the resolution attached to this report.</li> </ul>

This pre-sale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	October 4, 2016
City Council Holds Public Hearing on Project and Meeting to Authorize the Lease:	November 15, 2016
Estimated Closing Date:	December 15, 2016

### Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Issuance of a Lease

### Ehlers Contacts

Municipal Advisors:	Todd Hagen	(651) 697-8508
	Rebecca Kurtz	(651) 697-8516
Disclosure Coordinator:	Meghan Lindblom	(651) 697-8549
Financial Analyst:	Alicia Gage	(651) 697-8551



**City of Windom, Minnesota**  
**Estimated Tax Impact**  
 September 27, 2016  
 City Lease Agreement Option - 20 Years - Level

BOND ISSUANCE INFORMATION	
Bond Issue Amount	\$2,040
Number of Years	20
Average Interest Rate	3.10%
Estimated Bond Rating	Not Rated
PROPERTY TAX INFORMATION	
Actual Net Tax Capacity - Payable 2016	1,998,314
Debt Levy @ 105% - Increase (Max)	48,863
Estimated Tax Capacity Rate:	
Payable - 2016 Without Proposed Bonds	89.002%
Payable - 2016 With Proposed Bonds	91.447%
Estimated Tax Rate Increase	2.446%

TAX IMPACT ANALYSIS									Tax Increases for Debt Service Only*		
Type of Property	Estimated Market Value	Market Value Exclusion	Taxable Market Value	Net Tax Capacity	Current City Tax	Proposed Tax Increase	Proposed City Tax		Annual	Monthly	Daily
Residential Homestead	\$ 50,000	\$ 20,000	\$ 30,000	\$ 300	\$ 267.01	\$ 7.34	\$ 274.34		\$7.34	\$0.61	\$0.02
	75,000	30,000	45,000	450	400.51	11.00	411.51		11.00	0.92	0.03
	100,000	28,240	71,760	718	638.68	17.55	656.23		17.55	1.46	0.05
	125,000	25,990	99,010	990	881.21	24.21	905.42		24.21	2.02	0.07
	150,000	23,740	126,260	1,263	1,123.74	30.87	1,154.61		30.87	2.57	0.08
	175,000	21,490	153,510	1,535	1,366.27	37.54	1,403.81		37.54	3.13	0.10
	200,000	19,240	180,760	1,808	1,608.80	44.20	1,653.00		44.20	3.68	0.12
	225,000	16,990	208,010	2,080	1,851.33	50.86	1,902.19		50.86	4.24	0.14
	250,000	14,740	235,260	2,353	2,093.86	57.53	2,151.39		57.53	4.79	0.16
	300,000	10,240	289,760	2,898	2,578.92	70.85	2,649.77		70.85	5.90	0.19
Commercial/Industrial	\$ 100,000	\$ -	\$ 100,000	\$ 1,500	\$ 1,335.03	\$ 38.88	\$ 1,371.71		\$38.88	\$3.08	\$0.10
	200,000	-	200,000	3,250	2,892.57	79.47	2,972.03		\$79.47	\$6.62	\$0.22
	300,000	-	300,000	5,250	4,872.61	128.37	4,800.98		\$128.37	\$10.70	\$0.35
	400,000	-	400,000	7,250	6,452.65	177.28	6,629.92		\$177.28	\$14.77	\$0.49
	500,000	-	500,000	9,250	8,232.69	226.18	8,458.86		226.18	18.85	0.62
	1,000,000	-	1,000,000	19,250	17,132.89	470.70	17,603.58		470.70	39.22	1.29
Apartments (4 or more units)	\$ 200,000	\$ -	\$ 200,000	\$ 2,500	\$ 2,225.05	\$ 61.13	\$ 2,286.18		\$61.13	\$5.09	\$0.17
	300,000	-	300,000	3,750	3,337.58	91.89	3,429.27		91.89	7.64	0.25
	500,000	-	500,000	6,250	5,562.63	152.82	5,715.45		152.82	12.74	0.42
Agricultural Homestead **	\$ 150,000	\$ 23,740	\$ 126,260	\$ 1,381	\$ 1,229.38	\$ 33.78	\$ 1,263.16		\$33.78	\$2.81	\$0.09
	400,000	23,740	376,260	2,631	2,341.91	64.34	2,406.25		64.34	5.36	0.18
	500,000	23,740	476,260	3,131	2,786.92	76.57	2,863.49		76.57	6.38	0.21
	600,000	23,740	576,260	3,631	3,231.93	88.79	3,320.72		88.79	7.40	0.24
	800,000	23,740	776,260	4,631	4,121.95	113.24	4,235.19		113.24	9.44	0.31
	1,000,000	23,740	976,260	5,631	5,011.97	137.70	5,149.67		137.70	11.47	0.38
Agricultural Non-Homestead (dollars per acre)	\$ 1,500	\$ -	\$ 1,500	\$ 15	\$ 13.35	\$ 0.37	\$ 13.72		\$0.37	\$0.03	\$0.00
	2,000	-	2,000	20	17.80	0.49	18.29		0.49	0.04	0.00
	2,500	-	2,500	25	22.25	0.61	22.86		0.61	0.05	0.00
Seasonal/Recreation Residential	\$ 100,000	\$ -	\$ 100,000	\$ 1,000	\$ 880.02	\$ 24.45	\$ 914.47		\$24.45	\$2.04	\$0.07
	200,000	-	200,000	2,000	1,780.04	48.90	1,828.94		48.90	4.08	0.13
	300,000	-	300,000	3,000	2,670.06	73.36	2,743.42		73.36	6.11	0.20
400,000	-	400,000	4,000	3,550.08	97.81	3,657.89		97.81	8.15	0.27	

\* The figures in the table are based on taxes for new bonded debt only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the state Property Tax Refund ("Circuit Breaker") program. Many owners of homestead property will qualify for a refund, based on their income and total property taxes. This will decrease the net tax effect of the bond issue for many property owners.

# City of Windom, Minnesota

\$2,039,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates plus 25bps

Level Debt Service

## Sources & Uses

Dated 12/15/2016 | Delivered 12/15/2016

### Sources Of Funds

Par Amount of Bonds	\$2,039,000.00
Ambulance Fund	1,000,000.00
Liquor Store Fund	500,000.00
General Fund	400,000.00
<b>Total Sources</b>	<b>\$3,939,000.00</b>

### Uses Of Funds

Costs of Issuance	39,000.00
Deposit to Project Construction Fund	3,900,000.00
<b>Total Uses</b>	<b>\$3,939,000.00</b>



# City of Windom, Minnesota

\$2,039,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates plus 25bps

Level Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2016	-	-	-	-	-
08/01/2017	-	-	39,681.21	39,681.21	-
02/01/2018	68,000.00	3.100%	31,604.50	99,604.50	139,285.71
08/01/2018	-	-	30,550.50	30,550.50	-
02/01/2019	78,000.00	3.100%	30,550.50	108,550.50	139,101.00
08/01/2019	-	-	29,341.50	29,341.50	-
02/01/2020	80,000.00	3.100%	29,341.50	109,341.50	138,683.00
08/01/2020	-	-	28,101.50	28,101.50	-
02/01/2021	83,000.00	3.100%	28,101.50	111,101.50	139,203.00
08/01/2021	-	-	26,815.00	26,815.00	-
02/01/2022	85,000.00	3.100%	26,815.00	111,815.00	138,630.00
08/01/2022	-	-	25,497.50	25,497.50	-
02/01/2023	88,000.00	3.100%	25,497.50	113,497.50	138,995.00
08/01/2023	-	-	24,133.50	24,133.50	-
02/01/2024	90,000.00	3.100%	24,133.50	114,133.50	138,267.00
08/01/2024	-	-	22,738.50	22,738.50	-
02/01/2025	93,000.00	3.100%	22,738.50	115,738.50	138,477.00
08/01/2025	-	-	21,297.00	21,297.00	-
02/01/2026	96,000.00	3.100%	21,297.00	117,297.00	138,594.00
08/01/2026	-	-	19,809.00	19,809.00	-
02/01/2027	99,000.00	3.100%	19,809.00	118,809.00	138,618.00
08/01/2027	-	-	18,274.50	18,274.50	-
02/01/2028	102,000.00	3.100%	18,274.50	120,274.50	138,549.00
08/01/2028	-	-	16,693.50	16,693.50	-
02/01/2029	105,000.00	3.100%	16,693.50	121,693.50	138,387.00
08/01/2029	-	-	15,066.00	15,066.00	-
02/01/2030	109,000.00	3.100%	15,066.00	124,066.00	139,132.00
08/01/2030	-	-	13,376.50	13,376.50	-
02/01/2031	112,000.00	3.100%	13,376.50	125,376.50	138,753.00
08/01/2031	-	-	11,640.50	11,640.50	-
02/01/2032	116,000.00	3.100%	11,640.50	127,640.50	139,281.00
08/01/2032	-	-	9,842.50	9,842.50	-
02/01/2033	119,000.00	3.100%	9,842.50	128,842.50	138,685.00
08/01/2033	-	-	7,998.00	7,998.00	-
02/01/2034	123,000.00	3.100%	7,998.00	130,998.00	138,996.00
08/01/2034	-	-	6,091.50	6,091.50	-
02/01/2035	127,000.00	3.100%	6,091.50	133,091.50	139,183.00
08/01/2035	-	-	4,123.00	4,123.00	-
02/01/2036	131,000.00	3.100%	4,123.00	135,123.00	139,246.00
08/01/2036	-	-	2,092.50	2,092.50	-
02/01/2037	135,000.00	3.100%	2,092.50	137,092.50	139,185.00
<b>Total</b>	<b>\$2,039,000.00</b>	<b>-</b>	<b>\$738,250.71</b>	<b>\$2,777,250.71</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$23,814.54
Average Life	11.680 Years
Average Coupon	3.1000000%
Net Interest Cost (NIC)	3.1000000%
True Interest Cost (TIC)	3.0995988%
Bond Yield for Arbitrage Purposes	3.0995988%
All Inclusive Cost (AIC)	3.3061704%

### IRS Form 8038

Net Interest Cost	3.1000000%
Weighted Average Maturity	11.680 Years

Series 2016 Lease Agreement | SINGLE PURPOSE | 9/28/2016 | 10:59 AM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

# City of Windom, Minnesota

\$2,039,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates plus 25bps

Level Debt Service

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Liquor Fund	Electric Fund	Hospital	Fire District	Levy/ (Surplus)
02/01/2017	-	-	-	-	-	-	-	-	-
02/01/2018	68,000.00	3.100%	71,285.71	139,285.71	30,000.00	25,000.00	10,000.00	25,000.00	49,285.71
02/01/2019	78,000.00	3.100%	61,101.00	139,101.00	30,000.00	25,000.00	10,000.00	25,000.00	49,101.00
02/01/2020	80,000.00	3.100%	58,683.00	138,683.00	30,000.00	25,000.00	10,000.00	25,000.00	48,683.00
02/01/2021	83,000.00	3.100%	56,203.00	139,203.00	30,000.00	25,000.00	10,000.00	25,000.00	49,203.00
02/01/2022	85,000.00	3.100%	53,630.00	138,630.00	30,000.00	25,000.00	10,000.00	25,000.00	48,630.00
02/01/2023	88,000.00	3.100%	50,995.00	138,995.00	30,000.00	25,000.00	10,000.00	25,000.00	48,995.00
02/01/2024	90,000.00	3.100%	48,267.00	138,267.00	30,000.00	25,000.00	10,000.00	25,000.00	48,267.00
02/01/2025	93,000.00	3.100%	45,477.00	138,477.00	30,000.00	25,000.00	10,000.00	25,000.00	48,477.00
02/01/2026	96,000.00	3.100%	42,594.00	138,594.00	30,000.00	25,000.00	10,000.00	25,000.00	48,594.00
02/01/2027	99,000.00	3.100%	39,618.00	138,618.00	30,000.00	25,000.00	10,000.00	25,000.00	48,618.00
02/01/2028	102,000.00	3.100%	36,549.00	138,549.00	30,000.00	25,000.00	10,000.00	25,000.00	48,549.00
02/01/2029	105,000.00	3.100%	33,387.00	138,387.00	30,000.00	25,000.00	10,000.00	25,000.00	48,387.00
02/01/2030	109,000.00	3.100%	30,132.00	139,132.00	30,000.00	25,000.00	10,000.00	25,000.00	49,132.00
02/01/2031	112,000.00	3.100%	26,753.00	138,753.00	30,000.00	25,000.00	10,000.00	25,000.00	48,753.00
02/01/2032	116,000.00	3.100%	23,281.00	139,281.00	30,000.00	25,000.00	10,000.00	25,000.00	49,281.00
02/01/2033	119,000.00	3.100%	19,685.00	138,685.00	30,000.00	25,000.00	10,000.00	25,000.00	48,685.00
02/01/2034	123,000.00	3.100%	15,996.00	138,996.00	30,000.00	25,000.00	10,000.00	25,000.00	48,996.00
02/01/2035	127,000.00	3.100%	12,183.00	139,183.00	30,000.00	25,000.00	10,000.00	25,000.00	49,183.00
02/01/2036	131,000.00	3.100%	8,246.00	139,246.00	30,000.00	25,000.00	10,000.00	25,000.00	49,246.00
02/01/2037	135,000.00	3.100%	4,185.00	139,185.00	30,000.00	25,000.00	10,000.00	25,000.00	49,185.00
<b>Total</b>	<b>\$2,039,000.00</b>	<b>-</b>	<b>\$738,250.71</b>	<b>\$2,777,250.71</b>	<b>\$600,000.00</b>	<b>\$500,000.00</b>	<b>\$200,000.00</b>	<b>\$500,000.00</b>	<b>\$977,250.71</b>

### Significant Dates

Dated	12/15/2016
First Coupon Date	8/01/2017

### Yield Statistics

Bond Year Dollars	\$23,814.54
Average Life	11.680 Years
Average Coupon	3.1000000%
Net Interest Cost (NIC)	3.1000000%
True Interest Cost (TIC)	3.0995988%
Bond Yield for Arbitrage Purposes	3.0995988%
All Inclusive Cost (AIC)	3.3061704%

# City of Windom, Minnesota

## \$2,039,000 Lease Agreement, Series 2016

Assumes Current Market BQ Non-Rated Rates plus 25bps

Level Debt Service

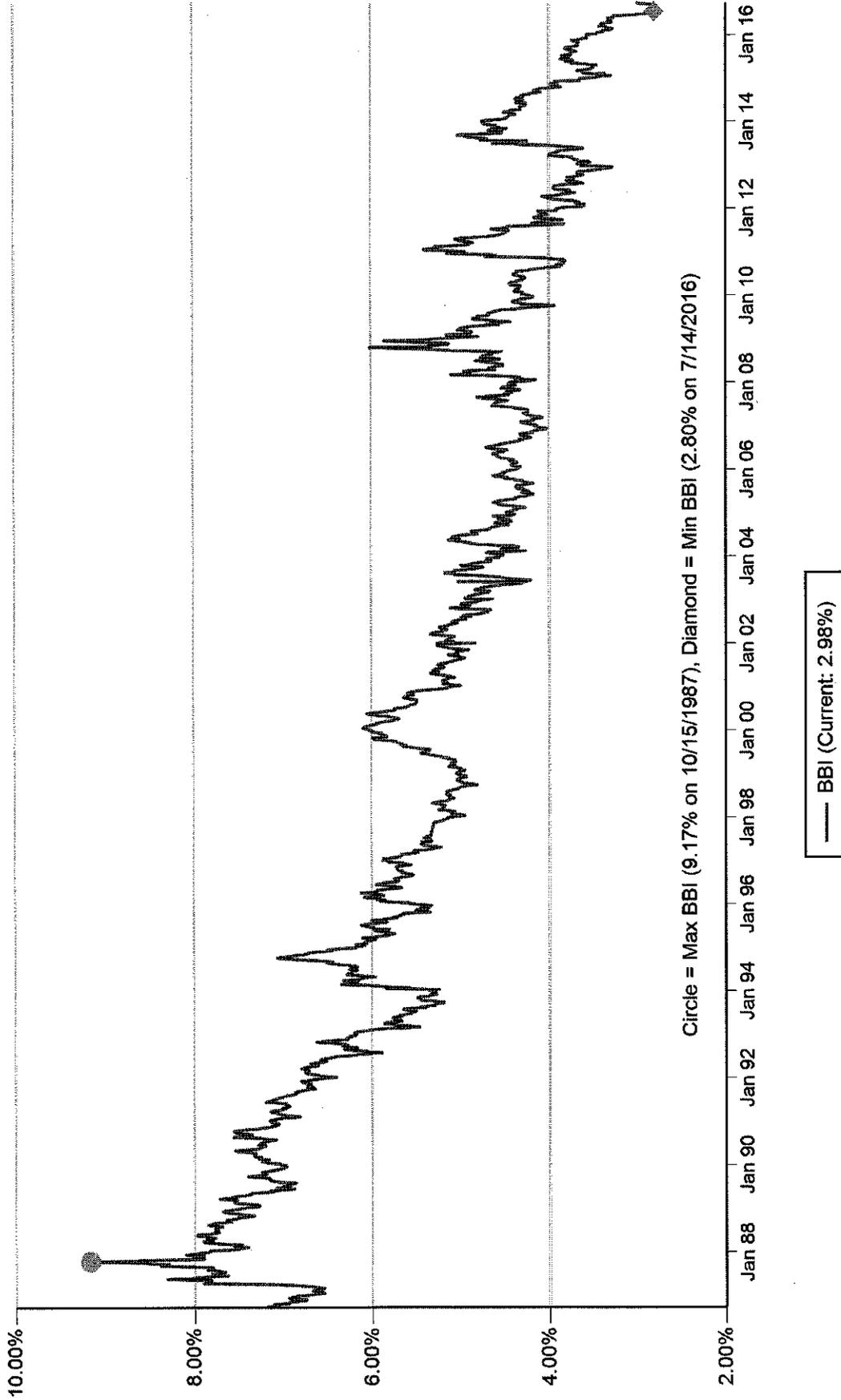
### Revenue Summary

DATE	Liquor Fund	Electric Fund	Hospital	Fire District	TOTAL
02/01/2017	-	-	-	-	-
02/01/2018	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2019	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2020	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2021	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2022	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2023	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2024	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2025	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2026	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2027	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2028	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2029	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2030	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2031	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2032	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2033	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2034	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2035	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2036	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
02/01/2037	30,000.00	25,000.00	10,000.00	25,000.00	90,000.00
<b>Total</b>	<b>\$600,000.00</b>	<b>\$500,000.00</b>	<b>\$200,000.00</b>	<b>\$500,000.00</b>	<b>\$1,800,000.00</b>



# 30 YEAR TREND IN MUNICIPAL BOND INDICES

## Weekly Rates September, 1986 - September, 2016



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



**EHLERS**  
LEADERS IN PUBLIC FINANCE



**EHLERS**  
LEADERS IN PUBLIC FINANCE

September 28, 2016

Steven Nasby, City Administrator  
City of Windom, Minnesota  
444 9th St  
PO Box 38  
Windom, MN 56101-0038

Re: Written Municipal Advisor Client Disclosure with the City of Windom ("Client") for Lease with Option to Purchase Agreement of 2016 ("Project" Pursuant to MSRB Rule G-42)

Dear Steven:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Todd Hagen, CIPMA  
Senior Municipal Advisor/Vice President

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).



## **Appendix A**

### **Disclosure of Conflicts of Interest/Other Required Information**

#### **Actual/Potential Material Conflicts of Interest**

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### **Other Engagements or Relationships Impairing Ability to Provide Advice**

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### **Affiliated Entities**

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### **Solicitors/Payments Made to Obtain/Retain Client Business**

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### **Payments from Third Parties**

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### **Payments/Fee-splitting Arrangements**

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the Securities and Exchange Commission (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

**Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## Appendix B Debt Issuance Scope of Work

### Scope of Service

Client has retained Ehlers to assist Client in the issuance of debt ("Issuance") to finance and/or refinance a Project. Ehlers agrees to work with Client's Financing Team (Client staff member(s) and other professionals such as Bond Counsel selected by Client to assist in the Issuance) and provide the following scope of services in connection with the Issuance:

### Authorization

- Provide information or input to assist Client with meeting the legal Issuance requirements.
- Develop a timeline of steps and actions required to meet legal and financing requirements related to the Issuance. As directed, requested or required:
  - assist Client with selection and engagement of other members of the finance team;
  - participate in preparing materials and/or attending meetings for proceedings required to lawfully authorize the Issuance;
  - assist Client in preparing information to explain the financing plan and the financial impact of the Issuance;
  - attend meetings to assist in explaining the financing plan and the impact of the proposed Issuance to elected officials and constituents.

### Debt Issuance

- Use its best efforts to execute the financing plan in accordance with Client's directives.
- Present a financing plan to Client in the form of a Presale Report.
- Request current and necessary information from Client, if the Issuance proceeds forward.
- Discuss with Client post-issuance compliance obligations including continuing disclosure, record-keeping, arbitrage monitoring.
- For Non Fully Competitive sales:
  - recommend a financing approach within the Presale Report;
  - develop with Financing Team Issuance details and sale timeline;
  - assist, as directed by Client, with preparation of Client's official statement/offering document as determined after discussion with Client and Client's Financing Team, if required;
  - assist Client with credit rating(s) and/or credit enhancement(s), as necessary;
  - prepare independent pricing analysis using comparable sales and/or other benchmark(s) (MMD, EMMA);
  - after reviewing potential purchaser's proposal, independently verify calculations, and compare benchmark(s) against proposal;
  - review with Client potential purchaser's proposal;
  - advise Client on possible changes to purchaser's proposal;
  - assist with sale and day of sale activities as determined after discussion with the Financing Team;
  - prepare and present a Sale Day report to Client.

### Post Issuance

- Prior to the closing of the Issuance, coordinate the closing including document development and distribution as well as coordinate transfer of funds, as required.
- Provide electronic or hard copy Issuance transcripts, as directed by Client.
- Respond to Client questions relating to the Issuance.
- Monitor refunding opportunities on Client's behalf for all Client debt.

### Compensation

The fee for this engagement shall not exceed \$23,618. This fee covers all services to be provided by Ehlers under the "Scope of Service" section as set forth herein.

Client will not be assessed by Ehlers any costs relating to copies, official statement or offering document printing, postage, mileage, or website posting of official statements. Ehlers fees are due and payable upon the closing of the issue and will be paid at closing from Issuance proceeds unless directed otherwise in writing by the Client.

The Client is responsible for all other expenses related to the Issuance. Examples of potential expenses that may apply include, but are not limited to, the following: underwriting discount, legal services, rating expenses, publication of notices, paying agent fees, escrow agent fees, verification agent, trustee fees, accounting services, CUSIP expense, and any fees charged for information required for preparation of an official statement or other offering document.

### Hourly Charges

For any service directed by Client and not covered by this, or another applicable Appendix, Client will be charged on an hourly basis. Current hourly rates are:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Municipal Specialist II	\$190-215/hour
Municipal Specialist I	\$175-195/hour
Senior Municipal Analyst	\$200-230/hour
Municipal Analyst	\$195-215/hour
Bond Sale Coordinator	\$150-165/hour
Disclosure Coordinator	\$150-165/hour
TIF Coordinator	\$175-195/hour
Clerical Support	\$100-100/hour

This debt issuance engagement will end upon receipt of debt issuance funds by Client.

## RESOLUTION # 2016-

**INTRODUCED:**

**SECONDED:**

**VOTED:**

**AYE:**

**NAY:**

**ABSENT:**

### **RESOLUTION PROVIDING FOR THE ISSUANCE OF A \$2,039,000 LEASE WITH OPTION TO PURCHASE AGREEMENT OF 2016**

---

- A. WHEREAS**, the City Council of the City of Windom, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$2,039,000 Lease with Option to Purchase Agreement of 2016 (the "Lease") to finance, with other available funds, the construction of a new emergency services facility to house the fire department and ambulance services for the City; and
- B. WHEREAS**, the City has retained Ehlers & Associates, Inc. in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Lease in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

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

1. Authorization. The City Council hereby authorizes Ehlers to assist the City in providing for the issuance of the Lease.
2. Meeting; Proposal. The City Council shall meet at 7:30 p.m. on November 15, 2016, or another date set by City staff, for the purpose of considering proposals for and authorizing the Lease.
3. Offering Document. In connection with said issuance, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an offering document for the Lease.

Approved by the City Council of Windom this 4<sup>th</sup> day of October, 2016.

WINDOM, MINNESOTA

---

Corey J. Maricle, Mayor

Attest:

---

Steven Nasby, City Administrator

## RESOLUTION # 2016-

**INTRODUCED:**

**SECONDED:**

**VOTED:        AYE:**

**NAY:**

**ABSENT:**

### **EXPRESSING AN INTENT TO REIMBURSE EXPENDITURES FROM TAX EXEMPT BOND PROCEEDS**

---

**RESOLVED** by the City Council of the City of Windom, Minnesota (the “Issuer”), as follows:

#### **Section 1. Statements of Fact.**

**1.01 *Legal Requirements.*** Fryberger, Buchanan, Smith & Frederick, P.A. (“Bond Counsel”) has informed the Issuer that:

(a) certain provisions of the Internal Revenue Code of 1986, as amended, and Treasury Regulations, Section 1.150-2 promulgated thereunder (together, the “Reimbursement Rules”), require that in order for the Issuer to use the proceeds of an issue of tax-exempt obligations to reimburse an expenditure paid before the issue date of the obligations, the Issuer must take action expressing its intent to do so; and

(b) such action must be taken no later than 60 days after an expenditure to be reimbursed has been paid; and

(c) unless in the opinion of Bond Counsel a longer period is available, the reimbursement must occur not later than 18 months after the later of the date the expenditure was paid or the date the financed improvements are placed in service or abandoned, but in no event more than three years after the original expenditure is paid; and

(d) no action needs to be taken to reimburse preliminary expenditures such as legal, architectural and engineering expenses, so long as such costs do not exceed 20% of the principal amount of the tax exempt bonds from which the expenditures are to be reimbursed.

**1.02 *The Project.*** The Issuer is undertaking construction of Emergency Services Facility, (the “Project”).

**Section 2. Payment of Project Costs.** The Issuer anticipates that it will incur expenditures with respect to the Project prior to the issuance of tax exempt obligations to

provide permanent financing for the Project (the "Bonds"). In addition the Issuer anticipates that in anticipation of issuance of the Bonds, it will be necessary to temporarily finance certain costs of the Project by using working capital and cash reserves which will be needed for other purposes, or temporary loans from financial institutions or others.

**Section 3. Intent to Reimburse.** The Issuer expects that the expenditures for the Project described in Section 2 of this resolution will be reimbursed from the proceeds of the Bonds in an amount not to exceed \$4,000,000.

**Section 4. Finding.** The Issuer has not previously adopted a resolution under the Reimbursement Rules for this project, the costs of which were not paid from the proceeds of an issue of tax-exempt bonds.

Approved by the City Council of Windom this 4<sup>th</sup> day of October, 2016.

WINDOM, MINNESOTA

---

Corey J. Maricle, Mayor

Attest:

---

Steven Nasby, City Administrator

## FAIR GROUNDS LEASE

Dated: October 1, 2016

**THIS LEASE AND AGREEMENT ("Lease")**, is made by and between the **Cottonwood County Agricultural Society**, a non-profit corporation organized under the laws of the State of Minnesota, (**"Fair Board"**) and the **City of Windom**, a home-rule charter city under the laws of the State of Minnesota (**"City"**). Fair Board and City are also referred to herein individually as a **"Party"** and collectively as the **"Parties"**.

1. **TERMINATION OF PRIOR LEASES.** Both Parties hereby terminate all previous written and oral leases between the Parties effective at midnight on September 30, 2016. This Lease shall be the sole and exclusive Lease between the Parties.
2. **TERM OF LEASE.** The initial term of this Lease shall run from October 1, 2016, through September 30, 2046. This Lease shall automatically renew on successive five (5)-year terms, which shall run from October 1<sup>st</sup> through September 30<sup>th</sup> unless either Fair Board or City provides a written Lease termination notice to the other 365 calendar days or more before the end of the then-current term.
3. **LEASED PREMISES.** Subject to the dates Fair Board is reserving the occupancy of the Cattle Barn, the west 78 feet of the 4-H Building, and the bare land as specified at paragraphs 6, 7, and 8 of this Lease, Fair Board hereby leases to City and City hereby leases from Fair Board the area outlined in yellow on Exhibit "A" attached hereto, which is located in the City of Windom, Cottonwood County, Minnesota. The area outlined in yellow on Exhibit "A" shall hereinafter be referred to as the **"Leased Premises"**.
4. **OWNERSHIP OF ARENA.** Fair Board hereby acknowledges that the Arena depicted on Exhibit "A" ("Arena") is owned solely and exclusively by City. Fair Board also acknowledges that it has no ownership claims, rights, or title in and to the Arena, notwithstanding the fact that the Arena is located on real estate owned by the Fair Board. The Parties hereby also agree that the Arena is considered personal property and is severed from the real estate the Arena is located upon.

5. **OCCUPANCY SCHEDULE FOR ARENA.** Fair Board shall have the sole and exclusive right to use and occupy of the Arena for a period of 14 calendar days each calendar year. Ten of the 14 days shall run consecutively. These 10 days shall start 3 days prior to the day the Cottonwood County Fair officially starts and shall end at 5:00 p.m. of the third day following the day the Cottonwood County Fair concludes.

In addition to the aforementioned 10 days, Fair Board shall have the sole and exclusive right to use and occupy the Arena for 4 additional calendar days each calendar year. These 4 days do not need to run consecutively. The exact 4 dates Fair Board is allowed to use the Arena shall be negotiated with City in such a manner as to not interfere with events City has scheduled for the Arena.

If the Cottonwood County Fair is not held during any calendar year, Fair Board shall not have the right to use or otherwise occupy the Arena during any year the Cottonwood County Fair is not held.

Fair Board shall give City written notice by December 1<sup>st</sup> of each year of the dates it will be occupying the Arena during the following year.

6. **OCCUPANCY SCHEDULE FOR 4-H BUILDING.** Notwithstanding any other terms or conditions of this Lease to the contrary, Fair Board shall have the sole and exclusive right to occupy the west 78 feet of the 4-H exhibit building depicted on Exhibit "A" ("4-H Building") for 22 consecutive calendar days each year., These 22 days shall start 14 calendar days prior to the day the Cottonwood County Fair officially starts and shall continue consecutively until 5:00 p.m. of the fourth calendar day following the conclusion of the Cottonwood County Fair.

If the Cottonwood County Fair is not held during any calendar year, Fair Board shall not have the right to use or otherwise occupy the 4-H Building during any year the Cottonwood County Fair is not held.

Fair Board shall give City written notice by December 1<sup>st</sup> of each year of the dates it will be occupying the 4-H Building during the following year.

7. **OCCUPANCY SCHEDULE FOR CATTLE BARN.**

- a. Notwithstanding any other terms of this Lease to the contrary, Fair Board shall have the sole and exclusive right to occupy and use the Cattle Barn from September 21<sup>st</sup> through April 19<sup>th</sup>, and for 10 additional calendar days. These additional 10 days shall start 3 days prior to the day the Cottonwood County Fair officially starts and shall end at 5:00 p.m. of the third day following the day the Cottonwood County Fair concludes.
- b. City shall have the sole and exclusive right to occupy and use the Cattle Barn from April 20<sup>th</sup> through September 20<sup>th</sup> except for the 10 days specified at paragraph 7a of this Lease when the Cattle Barn will be used and occupied by the Fair Board.

- c. If the Cottonwood County Fair is not held during any calendar year, Fair Board shall not have the right to use or otherwise occupy the Cattle Barn during the 10 days specified at paragraph 7a of this Lease, however Fair Board shall have the right to solely occupy and use the Cattle Barn from September 21<sup>st</sup> through April 19<sup>th</sup>.
- d. Fair Board shall retain all money it receives from renting the Cattle Barn to third parties for storage purposes during its period of use designated in paragraph 7a herein.
- e. Fair Board shall give City written notice by December 1<sup>st</sup> of each year of the dates it will be occupying the Cattle Barn during the following year.

8. **OCCUPANCY SCHEDULE FOR BARE LAND.** Notwithstanding any other terms of this Lease to the contrary, Fair Board shall have the sole and exclusive right to use and occupy all the bare land of the Leased Premises for 10 calendar days each year. These 10 days shall start 3 days prior to the day the Cottonwood County Fair officially starts and shall end at 5 p.m. of the third day following the day the Cottonwood County Fair concludes.

If the Cottonwood County Fair is not held during any calendar year, Fair Board shall not have the right to use or otherwise occupy the bare land located on the Leased Premises during any year the Cottonwood County Fair is not held.

Fair Board shall give City written notice by December 1<sup>st</sup> of each year of the dates it will be occupying the bare land located on the Leased Premises during the following year.

9. **ACCESS EASEMENTS.** City hereby grants Fair Board ingress and egress easements over that portion of the Leased Premises, which are necessary for Fair Board to access the Arena, Cattle Barn, and 4-H Building during the times Fair Board has the right to occupy and use these facilities.
10. **RENT AMOUNT.** City shall pay Fair Board annual rent of \$5,000.00 for the Leased Premises. The \$5,000.00 shall be due and payable on October 1<sup>st</sup> of each year.

Fair Board shall pay City annual rent of \$5,500.00 to occupy the Arena during the dates specified at paragraph 5 herein, to occupy the 4-H Building during the dates specified at paragraph 6 herein, and to occupy the Cattle Barn during the dates specified at paragraph 7 herein, and to occupy the bare land of the Leased Premises specified at paragraph 8 herein. The annual rent of \$5,500.00 shall be due and payable on October 1<sup>st</sup> of each year.

11. **ARENA MANPOWER.** During the 14 days each year Fair Board has the right to occupy the Arena, City shall provide Fair Board with one (1) City employee to assist Fair Board with its reasonable needs and requests. The 1 City employee shall consist of the Arena manager, assistant Arena manager, or any other City employee. City shall have the sole and exclusive discretion to determine which City employee will be assigned to assist Fair Board.

The City employee shall assist Fair Board each day from the hours of 7:00 a.m. to 11:00 p.m. City shall be solely and exclusively responsible to pay the salary of the City employee assigned to assist Fair Board.

It shall be the responsibility of Fair Board to provide all manpower in excess of the Arena manager, assistant Arena manager, or other City employee, during those periods when the Arena is used by Fair Board.

12. **ARENA SECURITY.** Fair Board shall pay for and provide security for the Arena during the hours of 11:00 p.m. to 7:00 a.m. during the 10 days Fair Board is using the Arena for the Cottonwood County Fair. The Arena manager jointly with a Fair Board representative shall have supervision of all individuals hired by Fair Board to provide security for the Arena during the 10-day period.
13. **SUBLEASE OF ARENA.** Fair Board shall not be allowed to sublease the Arena during the 4 additional days that Fair Board is allowed to occupy the Arena (the 4 days which do not coincide with the Cottonwood County Fair) without the prior written consent of City.
14. **ALTERATIONS TO ARENA.** Fair Board shall not be allowed to make any alterations (no matter how slight) to the Arena without the prior written consent of City. If City allows Fair Board to make any alterations to the Arena, Fair Board shall, at the request of City, restore the Arena to the exact condition of the Arena prior to Fair Board's occupancy of the Arena. Fair Board shall pay all costs of labor and materials to restore the Arena to the condition of the Arena before Fair Board's occupancy of the Arena. Furthermore, Fair Board shall make said restorations within 24 hours of City's demand.
15. **MUTUALLY OWNED EQUIPMENT.** The Parties have mutually purchased 30 animal retention stalls and an entertainment stage. Fair Board shall have the right to use of said equipment during all times the Fair Board uses the Arena with no cost for said usage. City shall not be responsible for installing or removal of said items during Fair Board usage. At times other than Fair Board usage, City shall be entitled to usage and control of said items with no payment to Fair Board for such usage. All rent received from leasing said equipment shall belong to the Party in possession during the rental period of such equipment. City shall have the right to store such equipment in Fair Board buildings other than the Arena during times said equipment is not used in the Arena. Fair Board shall have the sole and exclusive discretion to determine where the equipment will be stored.

Each Party shall maintain the equipment at their own cost during that Party's time of usage.

From time to time, additional equipment may be purchased in a joint manner and this Lease may be amended to provide for terms of usage, storage, rental and repair.

16. **MAINTENANCE COSTS OF ARENA.** City shall be solely and exclusively responsible to pay all costs of labor and materials to upgrade, repair, and replace all interior and exterior components of the Arena. This includes, but is not limited to, the roof, interior walls, exterior walls, foundation, ceiling, flooring, HVAC system, fixtures, electrical wiring, and all electric components.

City shall have the sole and exclusive discretion to determine if any repairs, upgrades, or replacement of any components of the Arena are needed. City shall also have the sole and exclusive discretion to determine which contractors will perform any upgrades, repairs or replacements to the Arena, and when said upgrades, repairs and replacements will occur

17. **MAINTENANCE COSTS OF CATTLE BARN AND 4-H BUILDING.** Fair Board shall be solely and exclusively responsible to pay all costs of labor and materials to upgrade, repair, and replace all interior and exterior components of both the Cattle Barn and 4-H Building. This includes, but is not limited to, the roofs, interior walls, exterior walls, foundations, flooring, ceiling, HVAC systems, fixtures, electric wiring, and all electric components.

Fair Board shall have the sole and exclusive discretion to determine if any repairs, upgrades, or replacement of any components of the Cattle Barn and/or 4-H Building are needed. Fair Board shall also have the sole and exclusive discretion to determine which contractors will be perform any upgrades, repairs or replacements to the Cattle Barn and/or 4-H Building, and when said upgrades, repairs or replacements will occur.

18. **MAINTENANCE COSTS OF GROUNDS.** The costs of labor and materials to upgrade, repair, and replace the parking lot(s), sand rink, outside fencing, and electric panels shall be mutually agreed upon by the Parties at the time any upgrades, repairs or replacement of these improvements becomes necessary.
19. **MOWING.** City shall be solely and exclusively responsible to mow the Leased Premises. City shall be solely and exclusively responsible to pay all costs of labor and equipment to mow the Leased Premises.
20. **SNOW REMOVAL.** City shall be solely and exclusively responsible to remove all snow and ice from the parking lots, roads, and sidewalks located on the Leased Premises. City shall be solely and exclusively responsible to pay all costs of labor

and equipment to remove all snow and ice from the parking lots, roads and sidewalks located on the Leased Premises.

21. **PAYMENT OF UTILITIES FOR ARENA.** City shall be solely and exclusively responsible to pay 100% of all utility expenses incurred by the Arena. This includes all reasonable and customary utility expenses which are incurred during the Fair Board's occupancy of the Arena. Utilities include, but are not limited to, electricity, natural gas, sewer, water, garbage removal, heating fuel, phone service and internet service.
22. **PAYMENT OF UTILITIES FOR CATTLE BARN/4-H BUILDING.** Fair Board shall be solely responsible to pay 100% of all utility expenses incurred by the Cattle Barn and 4-H Building. This includes all reasonable and customary utility expenses which are incurred during the City's occupancy of the Cattle Barn and 4-H Building. Utilities include, but are not limited to, electricity, natural gas, sewer, water, garbage removal, heating fuel, phone service and internet service.
23. **REMODELING/IMPROVEMENTS.** City shall have the right to construct buildings, structures, fixtures, and any other improvements on the Leased Premises without the prior consent of Fair Board. If City constructs any improvements on the Leased Premises, City shall be solely and exclusively responsible to pay all costs of labor and materials for the improvements.

If City constructs any buildings, structures, fixtures, and/or other improvements which become attached to the Arena, all of said buildings, structures, fixtures, and other improvements, which are attached to the Arena, shall be deemed the sole and exclusive property of City, both during the effectiveness of this Lease and at the termination of this Lease.

If City constructs any buildings, structures, fixtures, or other improvements on the Leased Premises which are not attached to the Arena, then said improvements which are not attached to the Arena and which are located on the Leased Premises at the conclusion of this Lease shall become the sole and exclusive property of Fair Board.

24. **LIABILITY INSURANCE/CITY.** City shall, during the entire term of this Lease, maintain at City's sole expense, general liability insurance, including broad form contractual coverage against bodily injury, death or property damage occurring in, on, or about the Leased Premises. The minimum amount of liability coverage carried under the insurance policy shall be Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate. The insurance company shall be reputable and licensed to do business in the State of Minnesota. The insurance policy shall name Fair Board as an additional insured, and provide for at least thirty (30) days written notice to Fair Board, prior to cancellation or modification of the insurance policy. City shall provide Fair Board with certificates evidencing this required liability insurance coverage within 48 hours of Fair Board's written demand.

25. **LIABILITY INSURANCE/FAIR BOARD.** Fair Board shall, during any time Fair Board is leasing the Arena, Cattle Barn, and 4-H Building, maintain at Fair Board's sole expense, general liability insurance, including broad form contractual coverage against bodily injury, death or property damage occurring in, on, or about the Arena, Cattle Barn, and 4-H Building. The minimum amount of liability coverage carried under the insurance policy shall be Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate. The insurance company shall be reputable and licensed to do business in the State of Minnesota. The insurance policy shall name City as an additional insured, and provide for at least thirty (30) days written notice to City, prior to cancellation or modification of the insurance policy. Fair Board shall provide City with certificates evidencing this required liability insurance coverage within 48 hours of City's written demand.
26. **HAZARD INSURANCE FOR ARENA.** City shall maintain, at City's sole cost and expense, insurance which insures the Arena against loss by fire, vandalism, malicious mischief, and other such casualties as are covered by an extended coverage policy for the full replacement cost of the Arena. City shall procure the insurance from a reputable insurance company licensed to do business in the State of Minnesota.
27. **HAZARD INSURANCE FOR CATTLE BARN AND 4-H BUILDING.** Fair Board shall maintain, at Fair Board's sole cost and expense, insurance which insures the Cattle Barn and 4-H Building against loss by fire, vandalism, malicious mischief, and other such casualties as are covered by an extended coverage policy for the full replacement cost of the Cattle Barn and 4-H Building. Fair Board shall procure the insurance from a reputable insurance company licensed to do business in the State of Minnesota.
28. **SPECIAL EVENT INSURANCE.** Notwithstanding any terms or conditions of this Lease to the contrary, Fair Board shall not conduct, hold or sponsor any activities or events in the Arena, which are prohibited by the City's insurance policy without the prior written consent of City. If City grants Fair Board permission to hold events and activities which are prohibited by City's insurance policy, Fair Board shall provide insurance for any activity or event held at the Arena that is not covered by City's insurance policy in the amounts and pursuant to the terms specified at paragraph 25 of this Lease.
- Notwithstanding any other terms of this Lease to the contrary, if Fair Board wants to hold, conduct or sponsor an event or activity in the Arena, which is not covered by City's insurance policy, City shall have the sole and exclusive discretion to determine if said activity or event will be allowed.
29. **FAILURE TO PROVIDE INSURANCE.** If City or Fair Board fail, refuse or neglect to obtain the appropriate insurance required by this Lease, then the other Party shall have the right to obtain such insurance.

If City obtains insurance, which is Fair Board's responsibility, City shall be allowed to deduct the full amount of the premium from any rent, which becomes due.

If Fair Board obtains insurance, which is City's responsibility, Fair Board shall be allowed to deduct the full amount of the premium from any rent which becomes due.

30. **DESTRUCTION OF ARENA.** If the Arena is damaged by fire, casualty or other cause, as to be wholly or partially unfit for its intended use, then City shall have the sole and exclusive discretion to terminate this Lease upon 60 days' advanced notice to Fair Board. City shall have the right to terminate the Lease prior to its expiration, notwithstanding any other terms or conditions of this Lease to the contrary.
31. **DESTRUCTION OF CATTLE BARN.** If the Cattle Barn is damaged by fire, casualty or other cause as to be wholly or partially unfit for its intended use, and Fair Board does not rebuild or repair the Cattle Barn within 6 months of the date the Cattle Barn is destroyed or damaged, then City shall not have to pay Fair Board the annual rent of \$5,000.00 until the Cattle Barn is replaced or repaired to its condition prior to being damaged.

If the Cattle Barn is not replaced or repaired to its conditions within 6 months of the date the Cattle Barn was damaged or destroyed, then City shall be entitled to a refund of the rent it paid to Fair Board for that year (on a pro-rata basis) for each calendar day City was not able to use or otherwise occupy the Cattle Barn.

32. **DESTRUCTION OF 4-H BUILDING.** If the 4-H Building is damaged by fire, casualty or other cause as to be wholly or partially unfit for its intended use, and Fair Board does not rebuild or repair the 4-H Building within 6 months of the date the 4-H Building is destroyed or damaged, then City shall not have to pay Fair Board the annual rent of \$5,000.00 until the 4-H Building is replaced or repaired to its condition prior to being damage.

If the 4-H Building is not replaced or repaired to its conditions within 6 months of the date the 4-H Building was damaged or destroyed, then City shall be entitled to a refund of the rent it paid to Fair Board for that year (on a pro-rata basis) for each calendar day City was not able to use or otherwise occupy the 4-H Building.

33. **AMENDMENT.** No amendment, modification, or alteration of the terms of this Lease, shall be binding, unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
34. **NOTICES.** All notices, demands, requests, and other communications which may be given or which are required to be given by any Party under this Lease, must be in writing, and must be sent by regular U S first class mail, U S certified or registered mail, or by any nationally recognized courier service. Notice shall be

considered delivered on the date the notice is deposited with the U S postal service or any nationally recognized courier service.

35. **SUCCESSORS AND/OR ASSIGNS.** This Lease shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, and/or assigns.
36. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement of the Parties, with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements, or understand, (written or oral) are hereby merged into this Lease.
37. **SEVERABILITY.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances, shall not be affected thereby and each remaining provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.
38. **ANTISUBROGATION.** Neither Fair Board nor City shall be liable to the other for any business interruption or any loss or damage to the property or injury to or death of persons occurring on the Leased Premises, or in any manner growing out of or in connection with City or Fair Board's use and occupancy of the Leased Premises caused by the negligence or other fault of Fair Board or City or their respective agents, employees, sub-lessees, licensees, or assigns to the extent that such business interruption or loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other Party (regardless of whether such insurance is payable to or protects Fair Board or City or both), or for which such Party is otherwise reimbursed. Fair Board and City each hereby respectively waive all rights of recovery against the other, its agents, employees, sub-lessees, licensees, or assigns, for any such loss or damage to the extent the same is covered or indemnified by the proceeds received by such insurance, or from which reimbursement is otherwise received. Nothing in this section contained shall be construed to impose any other or greater liability upon either Fair Board or City, than would have existed in the absence of this section.
39. **GOVERNING LAW/JURISDICTION/VENUE.** This entire Lease shall be governed by and construed in accordance with the laws of the State of Minnesota.  

Fair Board and City hereby agree that the Cottonwood County, Minnesota, District Court shall have exclusive personal jurisdiction over both Fair Board and City for all legal actions and disputes which arise out of this Lease. Fair Board and City further agree that the sole venue for any legal actions or disputes which arise out of this Agreement shall be the Cottonwood County, Minnesota, District Court.
40. **RIGHT OF RE-ENTRY/FAIR BOARD.** If City fails to make the above-mentioned payment of rent, and/or fails to fulfill any of the covenants contained in this Lease, then Fair Board may re-enter and take possession of the Leased Premises

and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by City.

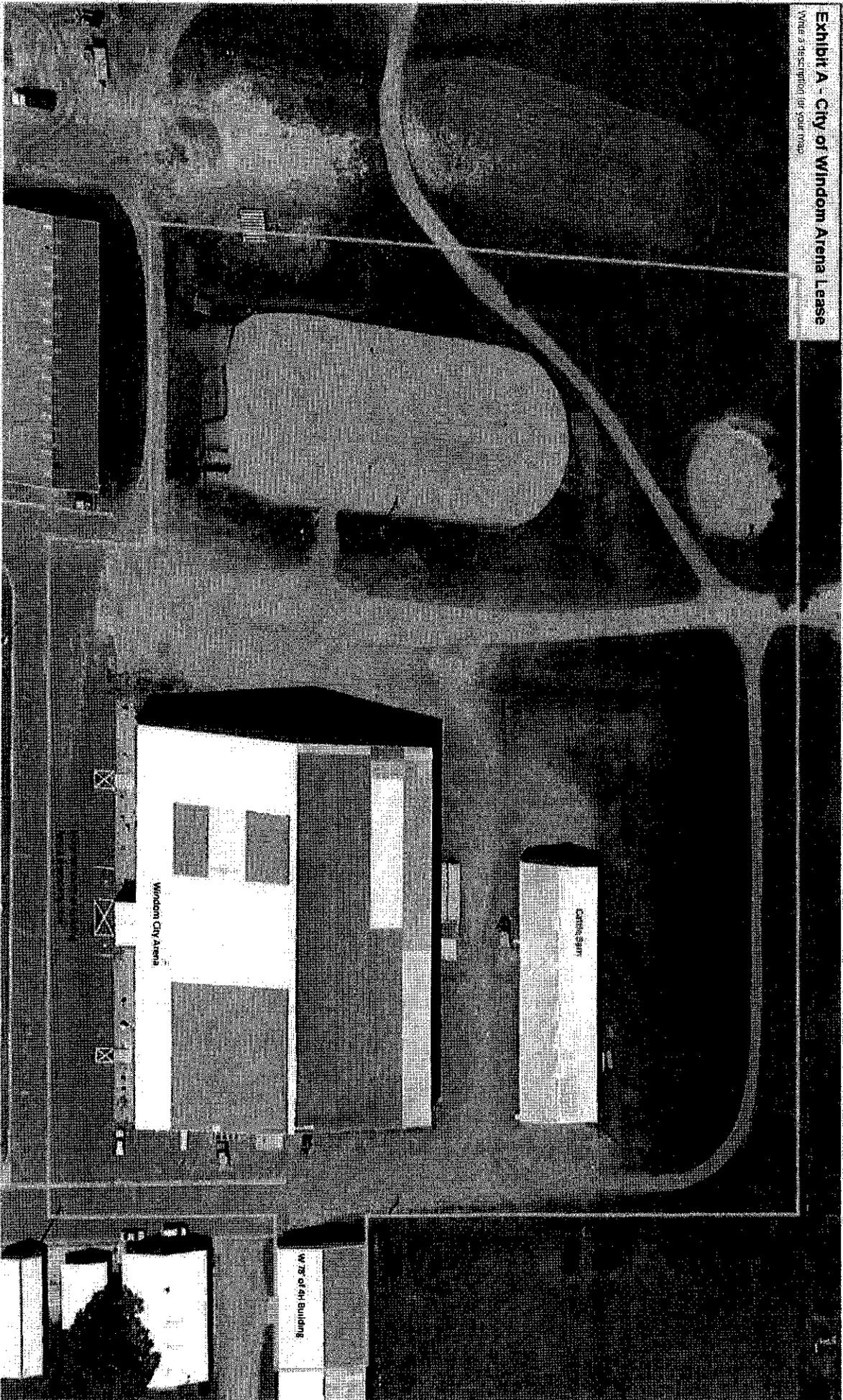
41. **RIGHT OF RE-ENTRY/CITY.** If Fair Board fails to make the above-mentioned payment of rent, and/or fails to fulfill any of the covenants contained in this Lease, then City may re-enter and take possession of the Arena, Cattle Barn and 4-H Building and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by Fair Board.
42. **REMEDIES NOT EXCLUSIVE.** The remedies and rights contained in this Lease are cumulative and are not exclusive of other rights, remedies and benefits allowed by applicable Minnesota Law.
43. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience only. They are not part of this Lease and shall not be used in the construction or interpretation of the Lease terms.
44. **COUNTERPARTS.** This Lease may be executed by facsimile or PDF signature and in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
45. **DRAFTING.** This Lease shall not be construed more strictly against City merely by virtue of the fact that it was prepared by counsel for City. It being recognized that both City and Fair Board and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Lease and to contribute to its substance and form.

This instrument was drafted by:  
Ronald J. Schramel  
Atty. Reg. No. 254757  
Schramel Law Office  
906 Fourth Avenue – PO Box 505  
Windom, MN 56101  
P – 507-831-1301 F – 507-831-4200  
[schramellaw@windomnet.com](mailto:schramellaw@windomnet.com)





**Exhibit A - City of Windom Arena Lease**  
Volume 3 Description of Subd. Map



Windom City Arena

CITY OF WINDOM

W 75' of 4th Building



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Drew Hage, EDA Executive Director  
**Council Meeting Date:** October 4, 2016  
**Item Title/Subject:** **Guaranteed Energy Savings Program**

Background: The September 20, 2016, City Council packet outlined capital improvement projects over the next five years. These capital improvement projects will be discussed as part of the 2017 budget. Funding is limited due to larger projects and we want to keep the levy between 6-7%.

Intent: There is roughly \$970,000 worth of projects that would qualify for GESP. GESP (Guaranteed Energy Savings Program) is a performance-based procurement and financing mechanism that leverages energy and operational savings achieved through the installation of energy efficient and renewable energy equipment and implementation of operational best practices, to finance the cost of the building retrofit and renewal project with no net cost increase to the public entity.

The goals of GESP are to promote awareness and implementation of energy efficient and renewable energy measures in public facilities by state and local governments, school districts, and institutions of higher learning that result in millions of dollars in annual energy savings while creating jobs, reducing energy consumption, improving facility infrastructure and reducing carbon emissions.

Attachments: Refer to the two attachments for more information

Requested Action: Preliminary discussion regarding GESP and consensus on whether or not to move forward with researching GESP

Respectfully submitted,

Drew Hage, EDA Executive Director



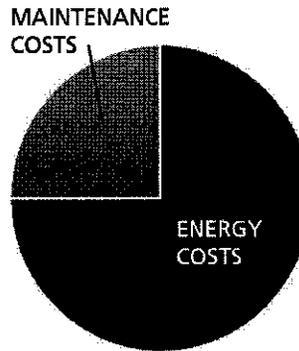
# GUARANTEED ENERGY SAVINGS PROGRAM



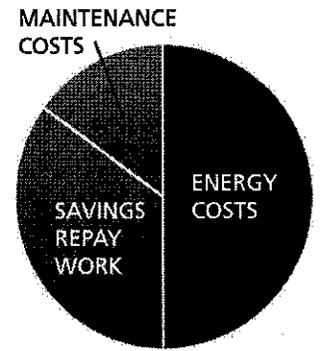
## What is Performance Contracting?

**Energy Savings Performance Contracting (ESPC)** is a performance-based procurement and financing mechanism that leverages maintenance, operations, and utilities savings achieved through the installation of energy efficiency and renewable energy measures, to finance the cost of the facility retrofit and renewal project, with no bonding or raising taxes.

### BEFORE IMPROVEMENTS



### AFTER IMPROVEMENTS



## What is the Guaranteed Energy Savings Program?

**The Guaranteed Energy Savings Program (GESP)** promotes awareness and implementation of energy efficient and renewable energy measures in public facilities to provide millions of dollars in annual energy savings in Minnesota. To do this, GESP supports you every step of the way. GESP can help you:

- Solicit and award site-specific requests for proposals from pre-qualified Energy Service Companies (ESCOs) to perform Energy Savings Performance Contracting (ESPC) services
- Evaluate the technical and financial feasibility of ESCO proposals
- Negotiate and award work order contracts to pre-qualified ESCOs under the GESP Master Contract to implement energy conservation measures
- Offer project management oversight of ESPC projects
- Provide technical assistance to ensure the ESPC Measurement and Verification Plan is properly performed throughout the performance period of the contract

GESP Benefits	Reduce	Renew	Achieve
	<ul style="list-style-type: none"> <li>■ Energy Use</li> <li>■ O&amp;M Costs</li> </ul>	<ul style="list-style-type: none"> <li>■ Facilities</li> <li>■ Comfort &amp; Health</li> </ul>	<ul style="list-style-type: none"> <li>■ Job Creation</li> <li>■ Renewables</li> </ul>

Learn more on reverse

# What Can You Do with GESP?



Whether you're a county, city, school district or any other form of local government, there are improvements that you can make to your facilities to save energy and save money. GESP allows you to bundle these projects so that low-hanging fruit can finance deeper retrofits without impacting your budget.

## Counties



## Cities



## School Districts



## High-Potential Facilities

- Schools
- Courthouses & City Halls
- Ice Arenas
- Correctional Facilities
- Water & Wastewater Treatment Plants
- Recreational Facilities & Pools
- Public Works Buildings
- Libraries
- Liquor Stores

## Possible Projects

- Upgrading to high-efficiency boilers and chillers
- HVAC system redesign
- Retrofitting to efficient lighting
- Installing heat recovery equipment
- Increasing water conservation
- Adding solar energy systems
- Converting to ground-source heating & cooling

## Ready To Get Started?

### Learn more about GESP:

Peter Lindstrom  
Clean Energy Resource Teams  
plindstr@umn.edu  
612-625-9634



### Get details & join the program:

Energy Information Center  
MN Department of Commerce  
energysavings.programs@state.mn.us  
651-539-1882 or 1-800-657-3710



Learn more at [www.energy.mn.gov](http://www.energy.mn.gov) under Financial Assistance and Energy Savings Programs



# GUARANTEED ENERGY SAVINGS PROGRAM



## What is the Guaranteed Energy Savings Program?

**Guaranteed Energy Savings Program, or GESP**, a performance-based procurement and financing mechanism that leverages energy and operational savings achieved through the installation of energy efficient and renewable energy equipment and implementation of operational best practices, to finance the cost of the building retrofit and renewal project, with no net cost increase to the public entity.

The goals of GESP are to promote awareness and implementation of energy efficient and renewable energy measures in public facilities by state and local governments, school districts, and institutions of higher learning that result in millions of dollars in annual energy savings while creating jobs, reducing energy consumption, improving facility infrastructure and reducing carbon emissions.

## What are Possible Projects?

- **Architectural & Structural:** roofing, doors, insulation, weather-stripping, window treatment
- **Electrical:** lighting retrofits, emergency power, power and distribution, networks, life safety systems
- **Mechanical:** HVAC systems, plumbing and drainage, energy management and building controls
- **Property & Site:** underground utilities, lighting improvements, swimming pools, ice arenas
- **Renewable Energy:** solar photovoltaic (PV), solar thermal, wind, biomass, hydroelectric
- **Water & Waste:** purification systems, sewage facilities, landfill gas capturing, waste utilization

## What are the Benefits?

- No net cost increase to the public entity (taxpayers)—budget neutral
- No up-front costs for retrofit and or renewal project
- Known future energy costs
- Single point of accountability—the Energy Services Company (ESCO)
- Transfers *risk* of both construction and long-term savings to ESCO through performance *guarantee*
- Utilizes best value procurement practices
- Annual energy savings are monitored and verified by the ESCO

Learn more  
on reverse

## Project Development Process

- **Public entity works with the Department of Commerce, Division of Energy Resources**
- **Opportunity Assessment Phase:** The public entity works with DER to review their facility needs, issues and goals
- **Investigation Phase:** The public entity advertises a Site-specific Request for Proposal (SSRFP) to pre-qualified (Energy Service Companies (ESCOs) to provide energy savings performance contracting services. A contract is signed between an ESCO and the public entity
- **Implementation Phase:** During this phase, the ESCO will obtain quotes for project financing and the public entity will amend the Work Order Contract to include the agreed upon ECMs and associated guaranteed maximum price and annual guaranteed savings
- **Performance Phase:** During this phase, the ESCO follows the Savings Measurement & Verification (M&V) Plan developed in the investigation phase to quantify the energy savings achieved, and annually presents the findings in a report to the public entity and DER

## How it Works

- An Energy Performance Contract (EPC) is established between the public entity and the Energy Services Company" (ESCO).
- The cost-savings generated during the term of the guaranteed energy savings agreement, will meet or exceed the annual payments due under the finance agreement.
- In the event the "guaranteed" savings are not achieved during any year of the agreement, the ESCO is required to reimburse the public entity for the guarantee shortfall. (The ESCO assumes the construction and on-going performance risk of the project).

## Energy Service Companies (ESCOs)

Eleven energy service companies (ESCOs) are prequalified to provide energy savings performance contracting services to public institutions:

- AMERESCO, Inc.
- Chevron U.S.A. Inc.
- Consolidated Edison Solutions, Inc.
- Control Technology & Solutions LLC
- Harris Mechanical Contracting Company
- Honeywell
- Johnson Controls, Inc.
- McKinstry Essention, Inc.
- Noresco, LLC
- Siemens Industry, Inc.
- Trane U.S. Inc.



**GUARANTEED ENERGY  
SAVINGS PROGRAM**

Learn more at [www.energy.mn.gov](http://www.energy.mn.gov) under Financial Assistance and Energy Savings Programs



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Drew Hage, EDA Executive Director  
**Council Meeting Date:** October 4, 2016  
**Item Title/Subject:** **CALL FOR PUBLIC HEARING REGARDING BUSINESS  
SUBSIDY FOR PRIME PORK**

### Background:

In May of 2000, the City Council established Tax Increment Financing (TIF) District 1-12 covering property owned by PM Beef Holdings, L.L.C. In September 2002, the EDA entered into a Contract for Private Redevelopment with PM Beef. This Contract and the attached Tax Increment Note provided for annual tax increment payments to PM Beef with an anticipated final payment not later than February 1, 2028. Since that time, the property was sold to Prime Pork, LLC. PM Beef intends to assign its rights and obligations under the Contract and Note to Prime Pork, LLC.

On June 7, 2016, the City Council approved the submission of a Minnesota Investment Fund ("MIF") Application to the Minnesota Department of Employment and Economic Development ("DEED") on behalf of Prime Pork. On July 19, 2016, the City Council accepted the MIF grant award of \$1M for a forgivable loan from the City to Prime Pork based on job creation.

The TIF assistance and the MIF loan are both classified as "business subsidies" from the City to Prime Pork, LLC.

Pursuant to Minnesota Statutes 116J.993 through 116J.995 which set forth the business subsidy laws, the granting of any assistance (including TIF and/or MIF 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.

It is necessary that the City Council call for a public hearing on the proposed business subsidy to Prime Pork, LLC.

Attached is a draft Resolution Calling for a Public Hearing on the proposed business subsidy to Prime Pork. Should you have any questions, please do not hesitate to contact me. I also plan to be present for the City Council Meeting on October 4<sup>th</sup>.

**REQUESTED ACTION:** Adopt Resolution calling for public hearing on proposed business subsidy.

Respectfully submitted,

Drew Hage, EDA Executive Director

DH:mah

Attachment

**RESOLUTION # 2016-**

**INTRODUCED:**

**SECONDED:**

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

**CITY OF WINDOM**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON THE  
PROPOSED GRANTING OF A BUSINESS SUBSIDY TO PRIME PORK, LLC**

**WHEREAS**, on May 2, 2000, the City Council approved the establishment of Tax Increment Financing District 1-12 (“TIF 1-12”); and

**WHEREAS**, on September 6, 2002, the Economic Development Authority of Windom entered into a Contract for Private Redevelopment (the “Contract”) with PM Beef Holdings, L.L.C. (“PM Beef”) covering the real property contained within TIF 1-12; and

**WHEREAS**, the Contract and the Limited Revenue Tax Increment Note (the “Note”) provided for reimbursement to PM Beef in the principal amount of up to \$1,500,000 which principal amount accrued interest at the rate of seven percent (7%) per annum; and

**WHEREAS**, the Contract and the Note provided that the reimbursement to PM Beef was limited to the tax increment received from TIF 1-12 over the term of the redevelopment district; and

**WHEREAS**, the obligations under the Contract and Note are scheduled to terminate pursuant to the provisions set forth in said documents, but no later than February 1, 2028; and

**WHEREAS**, the real property contained in TIF 1-12 has been sold by PM Beef to Prime Pork, LLC; and

**WHEREAS**, it is the intent of PM Beef to assign the rights and obligations under the Contract and Note to Prime Pork, LLC; and

**WHEREAS**, on June 7, 2016, the City Council approved the submission of a Minnesota Investment Fund (“MIF”) Application to the Minnesota Department of Employment and Economic Development (“DEED”) requesting the sum of \$1,000,000 on behalf of Prime Pork, LLC; and

**WHEREAS**, the MIF grant was awarded to the City of Windom and accepted by the City Council on July 19, 2016, for a forgivable loan to Prime Pork, LLC in connection with their job creation efforts based on provisions set forth in the Grant Agreement; and

**WHEREAS**, the granting of a business subsidy to Prime Pork, LLC in the form of TIF assistance from TIF 1-12 and the forgivable loan of MIF proceeds in an amount greater than \$150,000 are 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, it is necessary to hold a public hearing on the proposed awarding of a business subsidy to Prime Pork, LLC in the form of TIF assistance from TIF 1-12 and a forgivable MIF loan.

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

1. Public Hearing. A public hearing to consider the proposed awarding of a business subsidy to Prime Pork, LLC shall be held on Tuesday, November 1, 2016, in the City Council Chambers, Windom City Hall, during the regular City Council Meeting which begins at 7:30 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least 10 days, but not more than 30 days, prior to November 1, 2016. The City Administrator is further authorized and directed to place a copy of the proposed business subsidy agreement and supporting documentation on file in the EDA Office at the Windom City Hall, 444 Ninth Street, and to make such copy available for inspection by the public.

3. 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.

Adopted this 4th day of October, 2016.

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Corey Maricle, Mayor

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

# RESOLUTION #2016-

**INTRODUCED:**

**SECONDED:**

**VOTED:**

**Aye:**

**Nay:**

**Absent:**

**RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALLING FOR A PUBLIC HEARING FOR THE "2016 MISCELLANEOUS SPECIAL ASSESSMENTS"**

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**WHEREAS**, there are invoices for city services, such as mowing, snow removal, or rubbish removal by the City to correct nuisance violations, that have not been paid by the property owners; and

**WHEREAS**, it is necessary to assess the benefited property for all of the costs of these services pursuant to Minnesota Statutes, Chapter 429.

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

1. The costs of such services to be specially assessed are hereby declared to be a maximum of \$800.00.
2. The City Administrator shall calculate the proper amounts to be assessed per parcel for such services and shall file a copy of such proposed assessments at City Hall for public inspection.
3. Such assessments shall be payable with real estate taxes in equal annual installments extending over a period of one (1) year at an interest rate of five percent (5%) per annum from the date of certification.
4. A public hearing shall be held before the City Council at the City Hall in Windom, Minnesota, on the 6th day of December, 2016, during the regular City Council meeting commencing at 7:30 p.m., to consider and vote upon such proposed assessments. At such time and place, all persons owning property affected by such services will be given an opportunity to be heard with reference to such assessments.
5. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing. The notice shall state the total cost of the services.
6. The City Administrator shall also cause notice of said hearing to be mailed to the owner(s) of each parcel, described in the assessment roll, not less than two (2) weeks prior to the hearing. The notice mailed to the owner(s) of each parcel shall specify the amount of the proposed assessment for that particular parcel.

Adopted by the Council this 4<sup>th</sup> day of October, 2016.

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

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

2016 Misc. Assessment List

1 year 5% Interest

Property ID	Description	Owner	Address	Amount	Service
25-022-3604	Sec 22 Twp 105 Range 36	Steve J & Jane B Beyer	2223 River Road 8103 East Southern Ave, Lot 164 Mesa, AZ 85209	\$ 150.00	Mowing
25-670-0080	Redding's Frist Addition Lots 4 & 5 Blk 2	Leonardo Ornelas	63 6th Street PO Box 48 Mt. Lake, MN 56159	\$200.00	Mowing
25-521-0170	McGregor's Addition Lot 3 Block 4	Leslie A Lake	1332 8th Ave 38228 Via La colina Murreita , CA 92563	\$ 200.00	Mowing
25-352-0050	Hutton & Collin Subd Lot 6 & 7 Blk 2	John E Weber C/O Dvhhs	70 11th Street 11 Fourth St PO Box 9 Windom, MN 56101	\$ 200.00	Mowing
		<b>Total</b>		<b>\$ 750.00</b>	
		<b>Total Assesements</b>		<b>\$ 750.00</b>	

## **RESOLUTION #2016-**

**INTRODUCED:**

**SECONDED:**

**VOTED:     Aye:**

**Nay:**

**Absent:**

### **RESOLUTION SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE "ASSISTANCE TO FIREFIGHTERS" GRANT PROGRAM ON BEHALF OF THE WINDOM FIRE DEPARTMENT**

---

**WHEREAS**, the City of Windom is committed to the health, safety and welfare of the citizens of Windom with respect to fire and all other hazards; and

**WHEREAS**, the City of Windom is also committed to the health, safety and welfare of the Windom Fire Department members and other emergency response personnel with respect to fire and all other hazards; and

**WHEREAS**, the purchase of equipment, including wildland turnout gear and pagers, would enhance the department's capabilities with respect to firefighting and other emergency-related hazards; and

**WHEREAS**, funding to purchase new equipment may be available through the Assistance to Firefighters Grant Program through the US Department of Homeland Security; and

**WHEREAS**, it is in the best interests of the City of Windom, its residents and firefighters to submit an application to the Assistance to Firefighters Grant Program, through the US Department of Homeland Security, requesting funding for equipment; and

**WHEREAS**, the City of Windom understands that there is a five percent (5%) match requirement for grants to fire departments serving areas with a population of 20,000 or less, as stated in the Federal Register, and sources for these matches are available.

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City Council of Windom, Minnesota, on behalf of the citizens and firefighters of Windom, supports the Windom Fire Department's efforts in pursuing funding through the Assistance to Firefighters Grant Program through the US Department of Homeland Security.
2. If the City of Windom receives a grant award, the City agrees to match the federal grant funds with an amount of non-federal funds equal to 5% of the total project cost.

3. The City of Windom has legal authority to apply for financial assistance, and the institutional, managerial, and financial capacity to ensure compliance with the grant requirements and completion of the proposed project.
4. 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.
5. The City of Windom shall act as legal sponsor for the grant application; and the Mayor and the City Administrator are hereby authorized, on behalf of the City of Windom, to submit a grant application to the Assistance to Firefighters Grant Program, through the US Department of Homeland Security, for the funding of this project.
6. Upon approval of the application, the City of Windom and the Windom Fire Department certify that they will comply with all applicable laws, policies and regulations as stated in the application and subsequent agreements.
7. The Mayor and City Administrator are hereby authorized, on behalf of the City of Windom, to execute such agreements and contracts as are necessary to implement the project.

ADOPTED this 4th day of October, 2016.

---

Corey J. Maricle, Mayor

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

# MEMORANDUM



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

**TO:** City Council  
**FROM:** Airport Commission  
**DATE:** September 29, 2016  
**RE:** Private Hanger Leases – Windom Airport

On September 28, 2016 members of the Airport Commission met (no quorum present) to discuss the possibility of allowing the placement and construction of private hangers on the Airport property. At present, there is a waiting list for hanger space and two businesses have made inquiries about locating operations at the Windom Airport.

The FAA process of building new hangers is lengthy and the State hanger loan program requires 20% match from the City to build hangers. If private hangers are allowed the timeframe for construction is much quicker and there would not be a City funding requirement. If any new hangers are to be constructed there may be some minor work needed on taxiway expansion, but this is eligible for 90% federal funding.

Many airports across the State allow for private hangers, which are done through the use of long-term leases. The private hangers would have to conform to all FAA, MN DOT rules as well as the City's approved Airport Lay-out Plan. Attached are two examples from the cities of Owatonna and Faribault.

The Windom Airport Commission members expressed their views that the City Council favorably consider the request to allow private hangers contingent on conditions (e.g. lease, insurance, construction type, appearance, etc.) to be subject to review and approval by the Airport Commission and/or City Council.

City of Owatonna

**AIRPORT NON-COMMERCIAL USE HANGAR LEASE**

THIS AGREEMENT made this 1st day of \_\_\_\_\_ by and between the City of Owatonna, Minnesota, a municipal corporation, lessor, hereinafter referred to as "City" and \_\_\_\_\_ lessee, hereinafter referred to as "Lessee".

1. Lease of Airport Property; Premises. For and in consideration of the rents and covenants hereafter set forth, City leases to Lessee the following described premises at the City of Owatonna Municipal Airport, Steele County, Minnesota:

Lot , Airport Subdivision No. 1, (80 foot by 80 foot), as depicted on Exhibit A which is made a part hereof and incorporated herein by reference.

2. Use of the Airport. Lessee has the privilege of using the public portions of the Airport in common with other users. Lessee shall have the right to conduct all operations authorized pursuant to the terms of this Lease, provided, however, that this Lease shall not be deemed to grant to Lessee or those claiming under Lessee the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to rules and conditions as now exist or may be enacted in the future by City, State of Minnesota, or the United States. Lessee is subject to customary fees and charges for such use as may be established from time to time by City. City reserves the right to enter at any time upon the premises for the purpose of inspection to determine compliance with the terms of this Lease. Reasonable effort will be made to notify Lessee of such entry before entry is made.

3. Term. The initial term of this Lease shall be twenty (20) years, commencing \_\_\_\_\_ and expiring, unless earlier terminated, on \_\_\_\_\_.

After the expiration of the twenty (20) year term, the City, at its sole option, may enter into a new Lease with Lessee upon terms then mutually acceptable to City and Lessee provided the premises are not needed for airport or other general aviation purposes and, further, provided that the Hangar, in the City's sole opinion, is structurally sound, in good repair, and suitably maintained.

4. Rent. Lessee agrees to pay City the sum of \_\_\_\_\_ per year on or before \_\_\_\_\_ and on or before the first day of January of each year thereafter during the term of the Lease. For the first year of the Lease the rental rate is established at \_\_\_\_\_ per square foot of land leased. The rent payable in this section shall be adjusted as of the first day of the month of August in each year beginning on \_\_\_\_\_ and on each successive \_\_\_\_\_. Subject to the limitation set forth below, the rent shall be adjusted as follows:

For the purpose of this lease "CPI" means the Consumer Price Index published by the U.S. Department of Labor and Bureau of Labor Statistics (Midwest Region Average, All Urban Consumers, All Items), or if such index is discontinued, such successor index

measuring the average rate of inflation in the United States as may be published by an agency of the United States, and if there is none, then such other index measuring the average rate of inflation in the United States as Lessor shall reasonably designate.

The CPI in effect on the commencement date of this lease shall be the Base Index. On each date specified for adjustment of the rent in this section, the Index in effect immediately before the date (the "Adjustment Index") shall be used for the purpose of calculating the amount of the adjustment, if any. If the Adjustment Index has increased over or decreased from the Base Index, the rent payable until the next date specified for the adjustment of rent shall be increased or decreased by the same percentage as the Adjustment Index bears to the Base Index.

Notwithstanding anything above to the contrary, in no event shall the monthly rent payable by Lessee at any time during the term of this Lease Agreement be decreased as a result of the adjustment provided for in this section.

5. Use of Premises.

- a. The premises shall be used for the construction of a private airplane hangar and for the hanging of airplanes, airplane parts, accessories, fuel, oil, lubricants, and other equipment and to service, repair, and overhaul airplanes owned by the Lessee. All such uses shall be for private purposes and shall not be used for commercial activities.
- b. Before construction of any building, Lessee shall provide City with plans for the building for approval. Lessee shall construct aircraft storage facilities in conformity to design standards as may be prescribed by the City from time to time, including color, style, size and any other aesthetic requirements.
- c. The Lessee agrees that the hangar building shall be constructed at no cost to the City. All construction shall be in a good and workmanlike manner.
- d. Lessee must comply with all applicable building, fire, and zoning codes and other federal, state, county, and municipal laws and ordinances in effect as of the time of entering into this Lease and as amended from time to time thereafter.
- e. In the event the Lessee has not completed construction of the building on the premises within twelve (12) months from the date of this Lease, City may terminate this Lease without further obligation to Lessee.
- f. Lessee shall pay the cost of all labor and materials furnished or provided in connection with the construction of the building and shall not permit the filing of any mechanic liens against the premises, title to

which at all times remains in City. If any lien is filed against the premises, Lessee must discharge the lien or provide adequate bond or other surety in a manner and amount reasonably satisfactory to City within thirty (30) days after the filing of the lien.

- g. Lessee shall not erect or permit to be erected on said premises or on the exterior of any building any sign or any type without the prior written consent of City. Lessee shall not place or permit to be placed in or on any portion of the demised premises any weight or weights in excess of a reasonable or safe carrying capacity for the structure.
- h. Lessee agrees at its own expense to observe all regulations and requirements of the City of Owatonna or other public authorities in force at the time of taking of possession by the Lessee of the leased premises or which may thereafter be made regarding the condition of the leased premises or conduct thereon, including all building, fire, sanitary, police, or other regulations.
- i. Lessee shall not use or allow for any commercial use of the hangar building or premises without the expressed written consent of the Lessor.

6. Sale; Assignment; Subletting and Mortgage. Lessee will not sell, assign, sublet, or mortgage the premises or any part thereof or sell, assign, sublet or mortgage this Lease or any interest therein or permit the Lease to become transferred by operation of law without first obtaining the written consent of City, whose consent is subject to the City's sole discretion. Any assignment, sale in bankruptcy or insolvency of the Lessee may, at the option of City, be considered an assignment within the meaning of this Lease and as a breach thereof.

7. Maintenance. Lessee, at its own cost and expense, shall maintain the leased premises and the structures located thereon. Lessee shall keep and maintain the property in good order and repair and in a clean and neat condition. Lessee shall not permit any waste or nuisance on the leased premises or permit anything on the leased premises to interfere with the rights of other tenants of the City or users of the airport. In the event the premises are not properly maintained, the City, may after notice to the Lessee, cause the property to be maintained and the cost thereof will be billed to tenant as an administrative fee. In the event of non-payment the unpaid billing shall be certified for collection with the property taxes in the manner provided by law.

Snow removal in front of Lessee's hangar and mowing and weed control are the responsibility of the Lessee.

8. Hazardous Materials. Lessee shall not store hazardous materials on the leased premises except such materials as are normal and reasonably necessary for aircraft operation and maintenance. All hazardous materials shall be stored, handled, and

disposed of properly in accordance with all federal, state, county, and municipal rules and regulations. Any spill or discharge shall be immediately reported to City or other appropriate agency. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this Lease agreement.

9. Taxes, Assessments, and Other Charges. In addition to other charges identified in this Lease, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Upon request by the City, the Lessee shall provide proof of such payment.

The Lessee shall establish his own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Lease. Upon request by the City, the Lessee shall provide proof of such payment.

10 Insurance. Lessee shall maintain the following insurance coverages:

A. Lessee shall carry aircraft liability insurance with limits of coverage not less than as required pursuant to the Minnesota Statue Section 360.59 Subdivision 10, and may be amended.

B. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to the City of Owatonna indicating the required coverage for the entire term of the lease and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage.

C. In lieu of carrying hull insurance, Lessee covenants and agrees that he will not hold the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored hangars, aprons, field, or any other location at the airport; and Lessee agrees the plane and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

D. Comprehensive general liability insurance insuring Lessee against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Such insurance shall be in the amount of not less than One Million (1,000,000.00) per occurrence for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand (\$100,000.00) per person. The

insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors, contractual liability (covering the indemnity included in this lease agreement), and shall name Lessor as an additionally insured party.

E. Lessee shall also provide all risk property coverage at full replacement value. Lessor shall be furnished with a copy of a certificate of insurance. The insurance policies also showing endorsements requiring thirty (30) days' written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

F. In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other for insured loss occurring to the real property owned by City of Owatonna and personal property owned by the Lessee all while located at the leased premises.

Any policy issued to the City of Owatonna providing duplicate or similar coverage shall be deemed excess over Tenant's policies. Tenant waives any subrogation rights against the City of Owatonna on all claims and insurance policies.

Tenant shall not use or permit the Premises to be used in any manner that would void Tenant's or the City of Owatonna's insurance or increase the insurance risk. Tenant shall comply with all requirements imposed by the insurers for the City of Owatonna and Tenant.

11. Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend, save and hold completely harmless the City of Owatonna or any of its agents, employees, or Airport Commission members responsible for any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

The provisions of this section shall survive expiration or earlier termination of this lease. The furnishing of the required insurance shall not be deemed to limit Tenant's obligations under this Section.

The Tenant shall defend, indemnify and hold the City of Owatonna harmless from any claims or liabilities as a result of Tenant's failure to procure and to keep in force the insurance required in the Lease.

12. Ground Control; Air Traffic. Lessee shall comply with all rules, minimum standards, and field regulations with respect to control of ground and air traffic and use of the airport as established by City from time to time and Lessee shall abide by all rules, regulations, and orders of the Minnesota Department of Transportation and the Federal Aviation Administration and other lawful authorities with respect to aircraft operations and use of the leased premises.

13. Condemnation. City may exercise the right of eminent domain with respect to the leased premises. Lessee further agrees that if the leased premises shall be taken for any street or other public use, or shall during the continuance of this Lease be destroyed by the action of the public authorities, then this Lease and the term demised shall thereupon terminate.

14. Commitments to Federal or State Agencies. Nothing herein shall be construed to prevent the City from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of Federal and State funds on said airport.

15. Parking of Vehicles. Lessee may park his/her private automobiles in the building for short periods of time. Auto parking on the apron or grass will not be permitted.

16. Minimum Standards. Lessee shall comply with the Owatonna Degner Regional Airport Minimum Standards now existing or as hereafter amended or adopted by the City of Owatonna.

17. Termination of Lease; Removal of Hangar. At the termination of this Lease, (and provided a new Lease has not been entered into between the parties under paragraph 3), if the Lessee shall have paid all taxes, assessments and rents by him payable under this Lease, and shall have kept and performed all terms and conditions of this Lease on his part to be kept and performed, the Lessee shall have the privilege of removing from the leased premises all buildings or property thereon belonging to said Lessee and shall restore said premises to as good condition as they were in when they were entered into upon by the Lessee, reasonable wear and tear excepted, provided the Lessee shall do so within six (6) months after the termination of this Lease. If said buildings and property are not so removed within the said six (6) month period, the Lessee hereby conveys the same absolutely to the City and the title thereto upon the expiration of said six (6) month period shall vest in the City without further act or conveyance.

18. Default.

a. Events of Default. Any of the following shall constitute a default under this Lease:

- (1) Lessee fails to pay money owed to City under this Lease when due, and such failure continues for ten (10) days after written notice from City to Lessee.
- (2) Lessee uses the premises for any purpose not expressly authorized by this Lease and such default continues for ten (10) days following written notice from City to Lessee.
- (3) Lessee fails to allow an inspection in accordance with the terms and conditions of this Lease and such default continues for ten (10) days following written notice from City to Lessee.
- (4) Lessee sells, assigns, subleases, transfers, or mortgages this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Lessee.
- (5) Lessee fails to carry the insurance required under this Lease; any insurance required under this Lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this Lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Lessee.
- (6) Lessee vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to Lessee.
- (7) Lessee fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this Lease within thirty (30) days following written notice from City to Lessee that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Lessee (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate Lessee bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Lessee fails to pay taxes, assessments, fees, or other charges due and such default continues for a period of ten (10) days following written notice from City to Lessee.

- (10) Lessee fails to comply with any other term or condition of this Lease and such default continues for more than thirty (30) days after written notice from City to Lessee, or for a longer period of time as may be reasonably necessary to cure the default, but only if (a) Lessee is reasonably capable of curing the default, and (b) is working diligently as determined by City to cure the default.
- b. **City Remedies.** If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:
- (1) City may, without releasing Lessee from its obligations under this Lease, attempt to cure the default. City may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of Lessee or a termination of this Lease.
  - (2) Terminate this Lease upon written notice to Lessee and re-enter the premises as of its former estate, and Lessee covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term.
  - (3) Exercise all other rights and remedies, legal and equitable, including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, Lessee shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

- c. **Cumulative Default.** Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide Lessee with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) Lessee's failure to pay money due under this Lease; (ii) Lessee's failure to comply with the use of premises section of this Lease; and (iii) any violation of the terms and conditions of this Lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide Lessee with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3<sup>rd</sup>) cumulative default or third (3<sup>rd</sup>) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this Lease.

- d. **Requirements of the United States.** This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of City or the United States pursuant thereto.
- e. **Default of Other Agreements.** A default by Lessee of any other agreement between Lessee and City shall constitute a default of this Lease. Notice of a default in another agreement shall be deemed notice of default under this Lease.

19. **Termination Provisions.** Should the Lessee default in the performance of any terms, conditions or covenants of this Lease not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the Lessee with written notice, the City may terminate this Lease. This may be done without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Lease by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

20. **General Provisions.**

- a. **Waiver.** The waiver by City or Lessee of any breach of any term of this Lease shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Lease.
- b. **Entire Agreement; Amendments.** This Lease represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Lease may only be amended or modified if done in writing and executed by all parties to this Lease.
- c. **Choice of Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Lease shall be heard in Steele County District Court, and all parties to this Lease waive any objection to the jurisdiction of the district court, whether based on convenience or otherwise.



IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective from the day and year first above written.

CITY OF OWATONNA, A  
MUNICIPAL CORPORATION, CITY

By: \_\_\_\_\_  
Thomas A. Kuntz, Mayor

AND

By: \_\_\_\_\_  
Kris M. Busse, City Administrator

LESSEE

By: \_\_\_\_\_  
Lessee

Date: \_\_\_\_\_



## Faribault Municipal Airport -- Private Hangar Construction

1. Private Hangar Land Lease Agreement
2. Certificate of Insurance Sample
3. Lot Map of the West Building Area
4. Building Development Policy
5. Faribault Municipal Airport Mission Statement
6. Building Permit Application

The structure must meet all IBC standards and the site layout and building plan must be approved by the Development Review Committee and Building Safety Department. The Airport Advisory Board must approve any waivers to the standards. Hangar footprint dimensions cannot be waived at this time.

There is a one-time development fee for each hangar pad. The fee is \$10,000 for the smaller pads and \$12,000 for the larger pads. The lease rates for 2015 are \$.1672/sq ft/year. The rate basis is finished square feet of building footprint. The term of the lease is 20 years. Hangar sites are at final grade and ready for construction.

Connection to city water and sewer requires a Water Availability Charge and Sewer Availability Charge. The rates for 2015 are \$1,030 for water and \$1,500 for sewer, included in the building permit.

## PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF FARIBAULT (the "City") and \_\_\_\_\_ (the "tenant"), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer's office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot # \_\_\_\_\_ (hereinafter referred to as "lot" or "premises").
  
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
  
3. **Term of this agreement:**
  - a. **Initial Term**

The term of this lease shall be twenty (20) years ("Term"), commencing on \_\_\_\_\_, \_\_\_\_\_ ("Commencement Date") and expiring, unless earlier terminated, on \_\_\_\_\_, \_\_\_\_\_.
  
  - b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

A development fee of \$10,000 is due at lease signing. An annual sum of \$.1672 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1<sup>st</sup> day of January, beginning on January 1, 2010.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be

issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the tenant's responsibility, however, the City may mow or perform weed control on or

adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose

and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;

- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3<sup>rd</sup>) cumulative default or third (3<sup>rd</sup>) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute of default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

**11. Liability provisions; Indemnification; Insurance:**

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof. The tenant, and the tenant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The tenant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The tenant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall meet, and provide upon request verification of, all licensure requirements of the City of Faribault, State of Minnesota and/or the United States Government to legally comply with this lease.

12. **Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.
13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation

which may be demanded of the City by the United States Government under authority of said Part 21.

14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.

16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.

17. **General Provisions**

a. **Airport Access**

Tenant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with tenant.

b. **Waiver**

The waiver by City or tenant of any breach of any term of this lease shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this lease.

c. Headings

The headings in this lease are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

d. Entire Agreement; Amendments

This lease represents the entire agreement between the parties and supercedes any prior agreements regarding the premises. This lease may only be amended or modified if done in writing and executed by all parties to this agreement.

e. Severability

If any part of this lease shall be held invalid, it shall not affect the validity of the remaining parts of this lease, provided that such invalidity does not materially prejudice either party under the remaining parts of this lease.

f. Choice of Law and Venue

This lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

City shall use reasonable care to treat matters pertaining to tenant in a confidential manner to the extent permitted by law. This lease, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

i. Successors

This lease shall extend to bring the legal representatives, successors and assigns of the parties to this lease.

j. Relationship of Parties

Nothing contained in this lease shall be deemed to create a partnership, association or joint venture between City and tenant, or to create any other relationship between the parties other than that of landlord and tenant.

k. Multiple Parties

If more than one person or entity is named as the tenant, the obligations of the tenant shall be the joint and several responsibilities of all persons or entities named as tenant.

l. Consent and Approvals

Whenever in this lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Faribault City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

Any notice required under this lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City:           City of Faribault  
                                  Department of Public Works  
                                  208 NW 1<sup>st</sup> Avenue  
                                  Faribault, MN 55021

If to the tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

This Agreement shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John R. Jasinski, Mayor

Attest: \_\_\_\_\_  
Brian J. Anderson, City Administrator

TENANT:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tenant



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



### **Building Development Policy**

The Building Official and Development Review Committee (DRC) must approve plans for the construction of a hangar or hangar improvement on the premises. Specifications must meet the IBC and protective covenants enumerated below. Any variances from these covenants must be approved by the Airport Advisory Board, and subsequently approved by the Building Official and DRC. Final approval for all land leases rests with the City Council. The covenants are as follows:

Minimum 100' (width) x 80' (depth) building footprint (Lots 1D, 1E, and 2E)

Minimum 80' (width) x 80' (depth) building footprint (Lots 1A, 1B, 1C, 2A, 2B, 2C, 2D)

Mandatory 0 foot front setback

Mandatory 10 foot rear setback

Mandatory 15 foot side yard setbacks (unless the distance can be reduced by complying with fire code)

Minimum 18 foot sidewalls with a maximum of 22 feet

Maximum building height 30 feet, unless lower height is required because of airspace criteria

Doors must be 16 - 20 foot bi-fold doors facing the taxiway or ramp. Deviations can be approved by the Director of Public Works

All construction materials must be new

Galvanized, gray siding and roofing materials are not allowed

Color must be an earth tone or neutral; subject to the approval of the City.

Any diversions from the protective covenants could result in the termination of the lease or modifications to meet the covenants at the expense of the lessee. Construction to be completed within one (1) year of the execution of the lease or the lease shall terminate.



**A. Faribault Municipal Airport Mission Statement:**

*The Airport Board members are volunteers dedicated and committed in promoting and providing safe activities in a safe environment for all airport operators and users.*

**B. Selected Definitions**

Operator

Any individual, firm, corporation, or partnership providing services or materials to general aviation users of the Faribault Municipal Airport. An operator is further defined to include all individuals, firm, corporation or partnership that executes land lease agreements (Exhibit A) with the City of Faribault.

Airport Manager

The individual, firm, corporation, or partnership designated by the Faribault City Council to manage all activities at the airport.

Airport Board

A volunteer board established for the purpose of advising the Faribault City Council as to policy and procedures for operation of the Municipal Airport.

City

The city of Faribault, Minnesota, the owner and operator of the Faribault Municipal Airport.

General Aviation Users

Members of the public that use the facilities and services provided by the Faribault Municipal Airport. Users may rent hangar space (Exhibit B) or tie down space for storage of aircraft.

**C. Provisions for all General Aviation Operators and Users**

1. The Airport Manager is hereby designated as the official representative for the enforcement and compliance of all provisions herein with full power to represent the City in dealings with operators and users of the Faribault Municipal Airport.
2. The Airport Board shall recommend, and the City Council shall establish rentals and fees applicable to Airport property and services, which may be amended from time to time as is deemed necessary. Rentals and fees are generally reviewed annually by the City Council.

3. All operators and users shall have the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, airport landing aids, signals, and other conveniences, for the takeoff, flying, and landing of the operator's aircraft.
4. Rights and privileges provided in all agreements to be entered into shall be on a non-exclusive basis, except for the area(s) to be leased by the operator, which shall be for the exclusive use of the operator.
5. The operator shall be responsible for providing all maintenance and repair on the leased premises, and all such maintenance shall be commensurate with the maintenance provided by the Airport in similarly situated circumstances.
6. All operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
7. Any construction required by an operator shall be in accordance with design and construction requirements and regulations of the Airport, State, and Federal governments, as well as all applicable local codes. All plans and specifications shall be submitted to the City for approval. All operators shall be required to furnish to the City any payment and performance bonds commensurate with any construction.
8. All operators shall conduct their activities and render their services in a safe, responsible and efficient manner, and shall be solely responsible for all acts of their tenants, agents, and employees. The City shall be held harmless for any acts caused by the actions or failure to act, of the operators and their tenants, agents, employees and/or representatives.
9. All operators and their employees shall be neat, clean, and courteous.
10. The Airport reserves the right, but shall not be obligated to the operator to develop or improve all publicly owned facilities of the Airport, as it sees fit, regardless of the desires or views of any operator, and without interference or hindrance from such operator.
11. Upon notification by the Airport Manager, the Operator shall provide access within a reasonable time limit to allow for inspection of the interior building or structure they utilize. The inspection shall be for purposes of determining compliance with lease agreements and fire and safety codes.
12. The operator shall covenant and agree to indemnify, defend and save harmless the City from any and all fines, suits, actions, loss, damage, expense, cost including attorneys fees, or claims of any character or nature, arising out of or in connection with any act or omission of the operator, in any way arising out of or resulting from any activity of the operator on the Airport which results directly or indirectly in the injury to or death of any person or persons; provided, however, that the operator shall not be liable for any injury, damage, or loss occasioned by the sole negligence or willful misconduct of the City, its employees, or agents.

Furthermore, the City and operator shall give each other timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect each other, and each party shall have the right to compromise and defend the same to the extent of its own interest.

13. All operators and users shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of Minnesota, the County of Rice, City of Faribault, and all agencies thereof which may be applicable to its operation, or the operation, management, maintenance, and administration of the Airport now in effect, or hereafter promulgated. Further, the operator shall take out and keep current all City, County, State, and Federal licenses and permits that may be required in its operation, and display to the Airport Manager, upon request, said permits and licenses as evidence of compliance.
14. All contracts and leases between the operator and the Airport shall be subordinate to the provisions of any existing or future agreement between the City and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
15. No operator shall be permitted to operate at the Airport without a fully executed land lease or operating agreement with the Airport, containing provisions for compliance with the adopted minimum standards, all rules and regulations of the Airport, and which may contain such other provisions as determined by the City to be applicable to a particular operator.
16. It is not the intention of the City to allow or to provide for, within, or adjacent to any public or private operation, any temporary or permanent single or multiple family dwelling.
17. These use and policy guidelines may be supplemented and amended from time to time, and in such manner and extent as the City may deem proper.
18. These use and policy guidelines shall be strictly enforced unless a variance is granted by the City after showing of good cause, and that allowing the variance, subject to any conditions will not, in the sole opinion of the City, be detrimental to the Airport.
19. In addition to any insurance required by State and/or Federal regulations, all operators must maintain insurance in a form acceptable to the City as required by lease agreements. Unless specifically not required by the City, all policies must name the City as an additional insured.

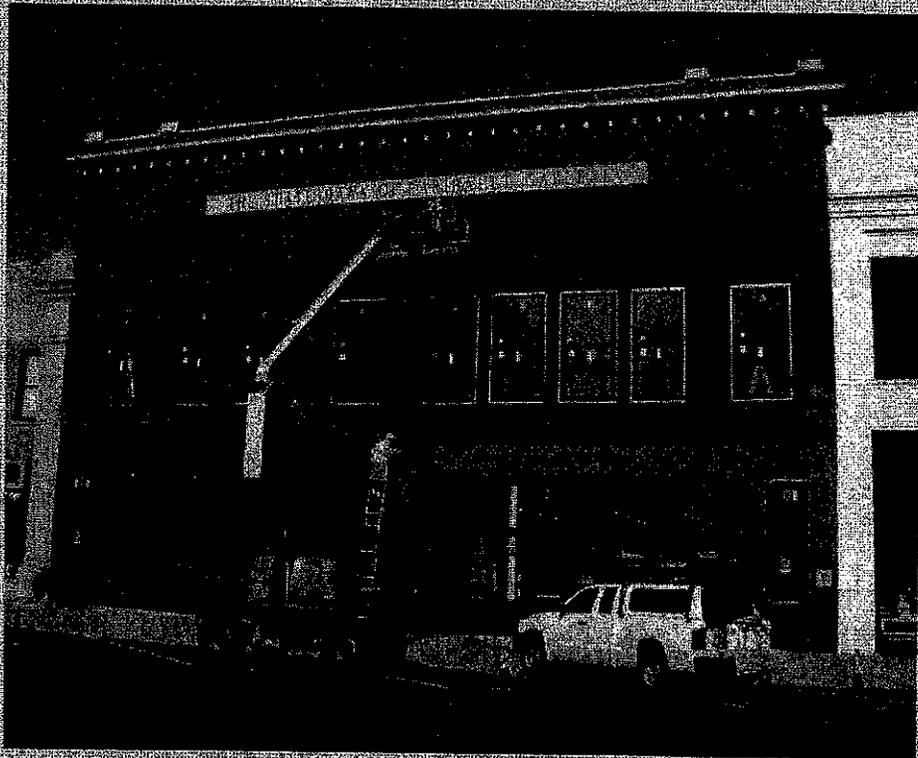
The operators shall demonstrate to the City's satisfaction evidence of their ability to acquire insurance coverage in the amount as stipulated and name the City of Faribault as an additional insured as indicated with the land lease and operating agreements.

The operator shall at all times keep on file with the City of Faribault proper certifications that such insurance in full force and affect.

20. As a condition precedent to the granting of an operation privilege at the Airport, the operator must submit a complete description of the proposed scope of operation, including any proposed building plans and specifications, the means and methods intended to be employed to comply with the operating standards.
21. The operator must provide the City with a letter setting forth the operator's financial integrity from a bank or trust company or from such other source that may be readily verified. The operator must also demonstrate that it has the financial ability or backing where applicable, for the construction of facilities that may be required for the proposed concept of operation.
22. All operators shall remove from the Airport, within six (6) months from Airport Manager's notification; any non-airworthy aircraft (as determined by the Airport Manager) located in public use areas. The Airport Manager, at his/her discretion, in consultation with the Airport Board, may grant an extension.
23. The operator shall arrange for adequate paved auto parking space within or adjacent to the leased area sufficient to accommodate all activities and operations as determined by the Airport Manager upon recommendation of the Airport Board.
24. The operator will be required to maintain its exclusively leased area in an adequate manner at all times, including the continual maintenance of safe operating conditions subject to the approval of the Airport Manager. Where applicable, maintenance of the lease area shall include snow removal.
25. All operators shall maintain all vehicular and/or pedestrian traffic parking patterns as required by the Airport Manager.
26. All vehicles and pedestrian traffic are prohibited from the ramp unless prior arrangements and approval have been granted by the Airport Manager.
27. Prior to entering into negotiations with a potential subletor, the lessee shall obtain approval from the Airport Board for the business proposed. All sublease arrangements must be specifically approved in writing by the City of Faribault.

City of Faribault Building Code Division

# Commercial Building Permits



**A complete set of documents will help get your next  
project started fast.**



## Submittal Requirements for Commercial Building Permits

### Submittal Documents

- ✓ Two (2) sets of construction documents (i.e. architectural/structural, plumbing, mechanical, and electrical drawings).
- ✓ All drawings must be signed and sealed by the Architect and/or Engineer of Record, unless otherwise approved by the Building Official.
- ✓ Drawings shall be complete and include all disciplines with sufficient clarity to define the scope of work. These documents shall be submitted as a package (i.e. architectural, structural, mechanical, plumbing, and electrical)
- ✓ Plumbing Plans are submitted by the plumbing contractor's Engineer to the State of Minnesota Plumbing Division for approval.
- ✓ Name and address of the person and/or firm responsible for the design of the drawings shall be printed on the drawings.
- ✓ Project address and suite, floor, space, unit and/or building number shall be printed on the drawings as well as on the permit.
- ✓ Complete floor plan showing the tenant finish or tenant remodel area; existing tenant spaces and tenant separation walls, existing and new exit doors, wall types, hardware schedule, etc.
- ✓ Show a key plan of the entire floor, to scale, showing all tenant spaces and the overall exit egress system.
- ✓ Statement of Valuation including total valuations for construction, mechanical/plumbing, electrical, etc.
- ✓ Code Analysis and Summary. See website at [www.faribault.org](http://www.faribault.org) for specifics.
- ✓ Sprinkler and Fire Detection System drawings shall be submitted to the City of Faribault for review and approval prior to installation of devices.

2006 International Building Code  
2006 International Residential Code  
2007 Minnesota State Building Code  
2006 International Mechanical Code  
2006 International Fire Code

### Types of Permits

- **Variance Permit**
  - Application Fee - Planning and Zoning
- **Conditional Use Permit**
  - Application Fee - Planning and Zoning
- **Street Opening Permit**
  - Permit Fee – Engineering Department
- **Erosion Control Permit**
  - Permit Fee – Engineering Department
- **Building Permit**
  - Based on total valuation of project
    - Building Plan Review
      - Based on 65% of valuation
    - Water Accessibility Charge
    - Sewer Accessibility Charge
    - Non-Standard Water and Sewer Accessibility Charge
    - Water Meter Charge
      - \* Based on size
    - Parkland Dedication Fee
    - State Surcharge
      - 2% of valuation
- **Plumbing Permit**
  - Based on flat fee plus \$5 per fixture
  - Plumbing Permit must be obtained by a plumbing contractor licensed by the State of Minnesota. A City of Faribault license is also required.
  - Plumbing Plan approved by the State of MN Plumbing Division.
- **Mechanical Systems Permit**
  - Based on total mechanical valuation
- **Automatic Sprinkler Permit**
  - Based on .015 x valuation of sprinkler project
- **Demolition Permit** - For removal of existing structures

**Permit charges can be calculated before submittals when requested.**

Minnesota State Plumbing Code 4715  
2006 International Fuel and Gas Code  
2009 Minnesota State Energy Code  
2005 National Electrical Code



## Building Code Division

3rd Floor, 208 NW 1st Ave, Faribault, MN 55021 [www.faribault.org](http://www.faribault.org)

Alan Ernste,	Building Official	(507) 333-0347
Dave Mathews,	Building Inspector	(507) 333-0357
	Schedule Inspections	(507) 333-0387

### REQUIRED INSPECTIONS:

The following inspections shall be obtained during the construction of the building. It is the responsibility of the party doing the work to make arrangements with the building department for inspections (MR 1300.0120):

- 1. Footing Inspection**  
Prior to the placement of any concrete, footings must be formed on both sides and have any required reinforcement secured in place.
- 2. Framing Inspection**  
To be made after the roof, interior partitions, fire blocking and bracing are in place and all rough plumbing, heating and electrical work has been completed.
- 3. Electrical Inspection: A SEPARATE PERMIT IS REQUIRED.**  
Call Steven Kletschka, State Electrical Inspector, at 507-334-3450 between the hours of 7:00-8:30 a.m.
- 4. Insulation Inspection**  
Insulation and vapor barrier are in place prior to the installation of the wall covering.
- 5. Gypsum Board (Sheetrock) Inspection**  
To be made after all material, interior or exterior are in place but before any plastering is applied or gypsum board joints and fasteners are taped and finished.
- 6. Plumbing Inspection**  
Underground plumbing pipes must be inspected and air tested before covering with dirt or concrete. Above ground vent and waste pipes must be inspected and air tested before wall covering is applied.
- 7. Mechanical Heating System Inspection**  
Ducts and pipes used to convey the source of heat throughout the structure must be accessible and exposed.
- 8. Gas Piping Inspection**  
The inspection must be made after gas piping has been installed and before any piping has been covered or concealed. The inspection must include an air pressure test at which time the fuel piping must stand a pressure of not less than 25 pounds for at least 12 hours.
- 9. Final Inspection**  
The final inspection is to be made after finish grading and the building is completed and ready for occupancy.



**BUILDING CODE DIVISION**

Third Floor, 208 NW 1st Ave, Faribault, MN 55021  
Phone (507) 333-0387 Fax (507) 384-0507  
www.ci.faribault.mn.us

**BUILDING PERMIT APPLICATION**

**For Office Use Only**

- Date: \_\_\_\_\_
  - Building Address: \_\_\_\_\_
  - Permit Applicant:  Owner  Designer  Contractor
  - Lot # \_\_\_\_\_ Block # \_\_\_\_\_ Addition: \_\_\_\_\_
  - Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_
  - Contractor's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_ Cell Phone \_\_\_\_\_  
State License Number: \_\_\_\_\_ Exp: \_\_\_\_\_  
Architect's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone # \_\_\_\_\_ State License # \_\_\_\_\_
  - Estimated Value of Construction (labor + material): \$ \_\_\_\_\_
  - Project Square Footage or Dimensions: \_\_\_\_\_
  - Description of Project: \_\_\_\_\_
  - Is there a well or septic system on this property?  Yes  No
- Signature: \_\_\_\_\_
- Printed Name: \_\_\_\_\_

Permit # \_\_\_\_\_  
Due Date: \_\_\_\_\_

Permit Types  
 Building  Septic System

Property Types

Commercial (COMM)  
 Condominium (COND)  
 Duplex (DPLX)  
 Industrial (INDU)  
 Institutional (INST)

Modular (MODU)  
 Multi-Family (MULT)  
 Public Facilities (PUBL)  
 Residential (RES)  
 Townhomes (TOWN)

Construction Types

Accessory Building (ABLG)  
 Addition (ADDI)  
 Deck (DECK)  
 Garage Attached (GARA)  
 Garage Detached (GARD)  
 New Construction (NEWC)  
 Porch 3 Season (PORC)  
 Remodel (REMD)

Airplane Hangar (APHG)  
 Cold Storage Building (CLDS)  
 Demolition (DEMO)  
 Egress Window (EGRS)  
 Foundation/Sitework (FOUN)  
 Plan Review (PLRV)  
 Swimming Pool (POOL)

Septic Systems:  
 Install Alternate System (INSA)  
 Install Mound (INSM)  
 Install Trench (INST)

Valuation \$ \_\_\_\_\_  
 Occup. Group \_\_\_\_\_  
 Bldg. Const. Type \_\_\_\_\_  
 Design Occupant Load \_\_\_\_\_  
 Plan # \_\_\_\_\_ Date \_\_\_\_\_

Surcharge  
 Permit  
 Plan Check Fees  
 WAC # of Units  
 SAC # of Units

Bldg. Square Feet \_\_\_\_\_  
 Number of Stories \_\_\_\_\_  
 Number of Units \_\_\_\_\_  
 Building Sprinkled.....  Yes  No  
 Applicable Edition of Code \_\_\_\_\_



# RESOLUTION #2016-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

## A RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES FOR THE FORTHCOMING GENERAL ELECTION IN 2016

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**WHEREAS**, pursuant to Minnesota Statutes, a General Election will be held on November 8, 2016; and

**WHEREAS**, it is necessary that additional election judges be appointed.

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

1. The following additional election judges are hereby appointed to serve at the above-mentioned election.

Becki Wormstadt  
Carolyn Torkelson  
Pearl Christoffer

2425 Douglas St., Windom, Mn  
325 16<sup>th</sup> St., Windom, Mn  
435 17<sup>th</sup> St., Windom, Mn

### Student Election Judge Trainees

Dalton Hauglid  
Alyssa Widijanto  
Christian Lohrenz  
Samantha Bernal  
Kiara Meltel  
Ethan Johnson  
Dakota Scott

Adopted this 4<sup>th</sup> day of October, 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:** September 29, 2016

**RE:** Retirement of Streets & Parks Superintendent

Bruce Caldwell, Streets & Parks Superintendent, has submitted his retirement notice (please see attached) effective at the end of the year. Mr. Caldwell has over 38 years of service with the City of Windom.

Also attached is the most recent update of the job description for this position. The current position is at Grade 21 in the Supervisory Scale.

To help facilitate a smooth transition it would be beneficial to have this position filled prior to the retirement of Mr. Caldwell in late December. As such, staff is requesting that the City Council approve advertising for the position (internally and externally) as soon as possible.

# Memo

To: City of Windom Administrator Steve Nasby & Personnel Committee

From: Bruce Caldwell Street & Parks Department Superintendent

Date: 9/26/16

Re: Notice of Retirement & Resignation

\*\*\*\*\*

This is my official notice of retirement and resignation of my position as Street & Parks Superintendent for the City of Windom effective the end of the day Saturday December 31, 2016.

*I am requesting your approval for me to take off approximately 120 hours of my unused vacation starting Friday December 9<sup>th</sup> ending Friday December 30<sup>th</sup> remaining unused vacation to be paid in full at the January 5, 2017 payday.*

*I will be talking to Chelsie Carlson at City Hall concerning possible changes in my health insurance coverage.*

*I will be available to help with the transition of my replacement prior to December 9, 2016.*

During my retirement I will be open to part-time or seasonal employment with the city after January 2017 in the event the city is shorthanded due to snow removal or an emergency situation during the winter months. During the warm weather months I would like the possibility to work a few days a week mowing parks or helping out running heavy equipment or dump trucks etc. I plan on retaining my CDL Class "A" Driver's License. Hourly rate would have to be negotiated at a later date.

### ***Employment History:***

I was hired in April 1978 as a street department maintenance worker. During the past 38 plus years I worked with three Street & Parks Department Supervisors along with a large number of dedicated staff.

Continued Page 2

Continued Page 2 Caldwell Notice of Retirement/Resignation

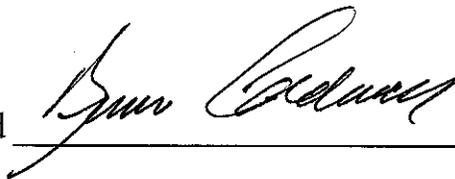
In 2001 I was promoted to the Street & Parks Superintendent position and also preformed many other duties for the city. City Tree Inspector, Weed Inspector, Sidewalk Inspector, Insect Control Supervisor, Airport Grounds Maintenance Supervisor, developed and designed the Tree Commission and designed and implemented several maintenance policies and procedures for both my departments.

It's been enjoyable for the most part but not without its challenges.

At times my position has been extremely stressful due to floods, wind storms, snow storms, street & parks projects and trying to satisfy all the questions and complaints from our area citizens.

I've worked with many Council Persons throughout the years and for the most part they have treated me with respect and good will making my job experience enjoyable.

I would like to thank you all for the opportunity to make the City of Windom a great and beautiful community to live in.

Signed 

Date 9/26/16

**Street/Park Superintendent  
City of Windom  
January 8, 2008**

**Job Title:** Street/Park Superintendent  
**Grade:** 21  
**Department:** Street/Park  
**Supervisor:** City Council, City Administrator, Assistant City Administrator, Street Commission & Park & Recreation Commission

**Hours Worked:** 40 Hrs. (Additional hours may be necessary to fulfill requirements of the job.)

**DESCRIPTION OF WORK:**

**General Purpose of Duties:**

Primary responsibility to supervise the management of maintenance programs including equipment, streets, parks, storm sewer, trees, weeds, airport, alleys and sidewalks. To assist directly with other public works employees in accomplishing daily work activities.

**SUPERVISION RECEIVED:**

Work under the direction of the City Council, Street Commission, Park and Recreation Commission and City Administration.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Coordinate and supervise the activities of the Street and Park Departments, including the overall responsibility of organizing, coordinating and directing various programs in the Street and Park Departments.

Direct supervision of all full-time, part-time and temporary personnel in the Street/Park Department and the city mechanic. Schedule and evaluate the activities of the department personnel to ensure efficient use of personnel and equipment.

Develop long range programs for the operation and maintenance of equipment, streets, storm water system, parks, trees, weeds, airport, alleys, sidewalks and any other miscellaneous assignments designated by the City Council, Commissions or City Administrator.

Coordination of construction and capital outlay of all parks projects. Maintain all park land and physical assets within parklands, including turf, landscape plants, park buildings and structures.

Consult on construction matters with the City Administrator, Building Official, Fire Chief and the City Engineer as needed.

Research, document and resolve inquires and complaints from citizens, contractors and others concerning various phases of street maintenance.

Assist the City Administrator in the preparation of budget recommendations, provides supporting information, and ensure that expenditures are consistent with approved budget.

Responsible for preparing related records, reports and documentation on all public works operations.

Attend meetings such as Street Commission, Park and Recreation Commission, City Council, Utility Commission and Economic Development Commission, and participate as required. Research street and park items. Assist with procedures concerning street and park issues. Record Street Committee minutes, receive and present all Street Committee business and coorespondence. Coordinate with Recreation Director to record Parks & Recreation minutes\memos.

Attend staff meetings and trainings. Work with other city departments as needed.

Perform all other duties as directed by City Council, Street Commission, Park and Recreation Commission, City Administrator or Assistant City Administrator.

#### **SPECIAL REQUIREMENTS:**

- A. Must possess a valid Minnesota CDL Driver's License, with good driving record.
- B. Considerable experience in the operation of all functions of a public works department. High School diploma or GED and five years of progressively responsible public construction and maintenance experience, including substantial experience in street maintenance.
- C. Ability to communicate effectively both orally and in writing.
- D. Supervisory experience.
- E. Must be capable of performing work that requires physical effort and a high degree of mobility.

#### **KNOWLEDGE, SKILL AND ABILITIES:**

Knowledge of practices and procedures common to public works operations, construction techniques, maintenance techniques, and equipment operations and options to perform functions.

Thorough knowledge of materials, methods and techniques to successfully maintain the streets and appurtenances.

Thorough knowledge of the operational functions and capabilities of light and heavy construction and maintenance equipment.

Thorough knowledge of occupational safety and precautions necessary to conduct assigned activities safely.

An understanding of City Ordinances and appropriate statutes.

A basic knowledge of engineering, surveying and design.

Ability to work independently and make independent decisions based on established city policies, standards and requirements.

Ability to independently establish priorities and meet such priorities within specific target dates.

Ability to establish and maintain effective working relationships with supervisors, department heads, support person, commission members and the public.

The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_  
Mayor

Approval: \_\_\_\_\_  
City Administrator



Windom, MN

# Expense Approval Report By Fund

Payment Dates 09/15/2016 - 09/22/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41110 - Mayor &amp; Council</b>					
LEAGUE OF MN CITIES	239735	09/20/2016	REGIONAL MTG-SLAYTON-BRI	100-41110-308	45.00
STEVE NASBY	20160922	09/22/2016	EXPENSE-LMC POLICY MTG	100-41110-331	166.32
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	100-41110-350	877.75
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>1,089.07</b>
<b>Activity: 41310 - Administration</b>					
INDOFF, INC	2835543	09/20/2016	SUPPLIES	100-41310-200	19.43
INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	100-41310-200	235.00
SELECTACCOUNT	1158985	09/20/2016	PARTICIPANT FEE	100-41310-217	138.33
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41310-321	115.69
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41310-326	86.30
<b>Activity 41310 - Administration Total:</b>					<b>594.75</b>
<b>Activity: 41410 - Elections</b>					
INDOFF, INC	2835543	09/20/2016	SUPPLIES - ELECTIONS	100-41410-200	28.99
<b>Activity 41410 - Elections Total:</b>					<b>28.99</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
INDOFF, INC	2848098	09/07/2016	SUPPLIES	100-41910-200	147.60
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41910-321	101.78
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>249.38</b>
<b>Activity: 41940 - City Hall</b>					
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41940-381	702.69
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41940-382	78.52
HOMETOWN SANITATION SER	0000202570	09/01/2016	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-41940-385	129.67
ROBIN SHAW	20160920	09/20/2016	EXPENSE - OFFICE SUPPLIES	100-41940-406	28.11
ELECTRIC FUND	SO-000165	09/19/2016	CITY HALL	100-41940-409	45.49
<b>Activity 41940 - City Hall Total:</b>					<b>1,069.52</b>
<b>Activity: 42120 - Crime Control</b>					
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-42120-321	70.72
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	100-42120-325	275.00
LANGUAGE LINE SERVICE	3906827	09/20/2016	SERVICE	100-42120-327	22.17
LOUIS NORELL	20160915	09/20/2016	EXPENSE-UNDER COVER TECH	100-42120-334	372.96
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	RENT	100-42120-412	1,850.00
<b>Activity 42120 - Crime Control Total:</b>					<b>2,590.85</b>
<b>Activity: 42220 - Fire Fighting</b>					
MUNICIPAL EMERGENCY SER	IN1060370	09/07/2016	SUPPLIES	100-42220-215	79.61
MUNICIPAL EMERGENCY SER	IN1057617	09/06/2016	UNIFORMS	100-42220-218	157.61
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-42220-321	27.91
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	100-42220-325	212.50
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING - OPEN HOUSE	100-42220-439	74.40
<b>Activity 42220 - Fire Fighting Total:</b>					<b>552.03</b>
<b>Activity: 42500 - Civil Defense</b>					
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	100-42500-325	12.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-42500-381	20.21
<b>Activity 42500 - Civil Defense Total:</b>					<b>32.71</b>
<b>Activity: 43100 - Streets</b>					
INDOFF, INC	2848797	09/06/2016	SUPPLIES	100-43100-200	38.25
SHARE CORP.	960077	09/13/2016	SUPPLIES	100-43100-211	243.69
CLARKE MOSQUITO CONTROL	5073734	09/06/2016	MATERIALS & EQUIPMENT	100-43100-215	2,872.12
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-217	60.00
MILLS & MILLER, INC	19106	09/20/2016	MAINTENANCE	100-43100-224	1,700.00

Expense Approval Report

Payment Dates: 09/15/2016 - 09/22/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MILLS & MILLER, INC	19107	09/20/2016	SUPPLIES	100-43100-224	5,308.08
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-321	57.13
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	100-43100-325	125.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-381	2,372.05
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-381	262.20
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-382	20.99
HOMETOWN SANITATION SER	0000202571	09/01/2016	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SER	0000202572	09/01/2016	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
COTTONWOOD CO SOLID WA	163670	09/19/2016	ASN PILE	100-43100-384	562.20
COTTONWOOD CO SOLID WA	16436	09/22/2016	REFUSE DISPOSAL	100-43100-384	22.25
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-43100-385	42.11
FASTENAL	MNWOR122018	09/13/2016	MAINTENANCE	100-43100-404	22.93
FASTENAL	MNWOR122100	09/19/2016	MAINTENANCE	100-43100-404	1.37
<b>Activity 43100 - Streets Total:</b>					<b>13,841.22</b>

Activity: 45120 - Recreation

ADAM FARAG	20160920	09/20/2016	EXPENSE - UMPIRE	100-45120-217	150.00
<b>Activity 45120 - Recreation Total:</b>					<b>150.00</b>

Activity: 45202 - Park Areas

COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	100-45202-325	37.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-45202-381	570.36
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-45202-382	4,698.46
HOMETOWN SANITATION SER	0000202580	09/01/2016	GARBAGE SERVICE - ISLAND P	100-45202-384	85.70
HOMETOWN SANITATION SER	0000202581	09/01/2016	GARBAGE SERVICE - TEGELS P	100-45202-384	37.00
HOMETOWN SANITATION SER	0000202583	09/01/2016	GARBAGE SERVICE - KASTLE KI	100-45202-384	25.00
HOMETOWN SANITATION SER	0000202589	09/01/2016	GARBAGE SERVICE - MAYFLO	100-45202-384	35.10
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	100-45202-385	527.90
ELECTRIC FUND	SO-000168	09/20/2016	PARK DEPT - ISLAND PARK	100-45202-404	39.32
BRYAN ROCK PRODUCTS, INC.	15510	09/19/2016	MAINTENANCE	100-45202-406	136.16
<b>Activity 45202 - Park Areas Total:</b>					<b>6,192.50</b>
<b>Fund 100 - GENERAL Total:</b>					<b>26,391.02</b>

Fund: 211 - LIBRARY

Activity: 45501 - Library

CITIZEN PUBLISHING CO	20160831	09/09/2016	COMPUTER SUPPORT	211-45501-217	67.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	211-45501-321	27.39
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	211-45501-326	65.00
DAWN AAMOT	20160914	09/19/2016	EXPENSE- PLUM CREEK WORK	211-45501-331	41.58
NANCY SAJBAN	20160915	09/15/2016	EXPENSE-PLUM CREEK CATAL	211-45501-331	41.58
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING - MOVIE IN PAR	211-45501-350	37.45
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	211-45501-381	539.59
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	211-45501-382	18.27
MN ENERGY RESOURCES	20160909	09/20/2016	HEATING #0504542703	211-45501-383	70.82
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	211-45501-385	34.43
MICROMARKETING	637999	09/20/2016	BOOKS	211-45501-435	128.44
<b>Activity 45501 - Library Total:</b>					<b>1,072.05</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>1,072.05</b>

Fund: 225 - AIRPORT

Activity: 45127 - Airport

SOUTHWEST MN BROADBAN	20160914	09/20/2016	SERVICE #WIND-001-0018	225-45127-321	26.53
<b>Activity 45127 - Airport Total:</b>					<b>26.53</b>
<b>Fund 225 - AIRPORT Total:</b>					<b>26.53</b>

Fund: 230 - POOL

Activity: 45124 - Pool

ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	230-45124-321	65.84
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING - MOVIE IN PAR	230-45124-350	37.45
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	230-45124-381	1,069.02
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	230-45124-382	1,262.65

## Expense Approval Report

Payment Dates: 09/15/2016 - 09/22/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	230-45124-385	27.08
				<b>Activity 45124 - Pool Total:</b>	<b>2,462.04</b>
				<b>Fund 230 - POOL Total:</b>	<b>2,462.04</b>

**Fund: 235 - AMBULANCE****Activity: 42153 - Ambulance**

BOUND TREE MEDICAL, LLC	82252468	09/06/2016	SUPPLIES	235-42153-217	360.95
WINDOM AREA HOSPITAL	734-0024-08-2016-24	09/20/2016	NURSING SERVICE	235-42153-312	1,718.49
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	235-42153-321	24.87
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	235-42153-325	200.00
JOHN MEYER	2016019	09/20/2016	EXPENSE - MEMSA CONF	235-42153-331	57.89
LANDON JOHNSON	20160920	09/20/2016	EXPENSE - MEMSA CONF	235-42153-331	56.92
JUSTIN HARRINGTON	20160918	09/20/2016	EXPENSE	235-42153-334	27.05
BUCKWHEAT JOHNSON	20160919	09/19/2016	EXPENSE	235-42153-334	63.57
				<b>Activity 42153 - Ambulance Total:</b>	<b>2,509.74</b>
				<b>Fund 235 - AMBULANCE Total:</b>	<b>2,509.74</b>

**Fund: 250 - EDA GENERAL****Activity: 46520 - EDA**

INDOFF, INC	2848098	09/07/2016	SUPPLIES	250-46520-200	147.60
EHLERS & ASSOC., INC.	71589	09/20/2016	SERVICE - TIF ADMINISTRATIO	250-46520-301	537.50
EHLERS & ASSOC., INC.	71590	09/20/2016	SERVICE - TIF REPORTING	250-46520-301	215.00
BRADLEY & DEIKE, P.A.	35400	09/20/2016	SERVICE	250-46520-304	239.40
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	250-46520-321	101.78
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	250-46520-340	544.05
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING - WEBSITE	250-46520-350	79.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	250-46520-381	153.95
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	250-46520-382	16.70
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	250-46520-385	27.08
				<b>Activity 46520 - EDA Total:</b>	<b>2,062.56</b>
				<b>Fund 250 - EDA GENERAL Total:</b>	<b>2,062.56</b>

**Fund: 401 - GENERAL CAPITAL PROJECTS****Activity: 49950 - Capital Outlay**

DGR ENGINEERING	00220700	09/19/2016	2017 STR IMPROVEMENT	401-49950-503	4,425.00
				<b>Activity 49950 - Capital Outlay Total:</b>	<b>4,425.00</b>
				<b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b>	<b>4,425.00</b>

**Fund: 601 - WATER**

THEIN WELL CO.	5587	09/13/2016	PUMP IMPROVEMENT	601-16300	14,126.51
M. K. PAINTING, INC.	20160921	09/22/2016	WATER TOWER PAINTING PAY	601-16400	59,755.00
					<b>73,881.51</b>

**Activity: 49400 - Water**

INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	601-49400-200	117.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	601-49400-321	60.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	601-49400-321	49.74
GOPHER STATE ONE CALL	6080806	09/07/2016	LOCATES	601-49400-321	19.58
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	601-49400-325	100.00
INNOVATIVE SYSTEMS	29162	09/02/2016	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS	29312	09/06/2016	BILLING SYSTEM SOFTWARE S	601-49400-326	517.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	601-49400-381	6,059.79
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	601-49400-382	16.46
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	601-49400-385	29.31
THEIN WELL CO.	5588	09/13/2016	MAINTENANCE	601-49400-402	2,838.71
MN RURAL WATER ASSOC	20160914	09/20/2016	MEMBERSHIP AUG 2016-AUG	601-49400-433	250.00
				<b>Activity 49400 - Water Total:</b>	<b>10,819.09</b>
				<b>Fund 601 - WATER Total:</b>	<b>84,700.60</b>

**Fund: 602 - SEWER****Activity: 49450 - Sewer**

INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	602-49450-200	117.50
A & B BUSINESS	IN322518	09/19/2016	SUPPLIES	602-49450-200	108.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	824967	08/31/2016	TESTING	602-49450-310	238.00
MN VALLEY TESTING	825188	09/02/2016	TESTING	602-49450-310	158.00
MN VALLEY TESTING	825910	09/06/2016	TESTING	602-49450-310	238.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	602-49450-321	155.62
GOPHER STATE ONE CALL	6080806	09/07/2016	LOCATES	602-49450-321	19.58
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	602-49450-325	100.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	602-49450-326	60.00
INNOVATIVE SYSTEMS	29162	09/02/2016	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INNOVATIVE SYSTEMS	29312	09/06/2016	BILLING SYSTEM SOFTWARE S	602-49450-326	517.50
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	602-49450-350	269.70
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	602-49450-381	10,221.54
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	602-49450-382	199.31
MN ENERGY RESOURCES	20160908A	09/20/2016	HEATING #0506646838	602-49450-383	73.18
HOMETOWN SANITATION SER	0000202574	09/09/2016	GARBAGE SERVICE - WASTEW	602-49450-384	85.04
SUNSHINE FILTERS	124635	09/20/2016	MAINTENANCE	602-49450-404	515.86
BDG, INC. - FLEXIBLE PIPE TO	20217	09/22/2016	MAINTENANCE	602-49450-404	710.00
ELECTRIC PUMP INC	0058566-IN	09/09/2016	MAINTENANCE	602-49450-408	2,058.55
<b>Activity 49450 - Sewer Total:</b>					<b>16,606.10</b>
<b>Fund 602 - SEWER Total:</b>					<b>16,606.10</b>

Fund: 604 - ELECTRIC

Activity: 49550 - Electric

INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	604-49550-200	117.50
LOCATORS & SUPPLIES, INC	0249089-IN	09/12/2016	UNIFORMS	604-49550-218	105.37
BORDER STATES	911854787	09/19/2016	UNIFORMS	604-49550-218	164.54
CMMPA - CENTRAL MINNESO	5649	09/19/2016	POWER COST	604-49550-263	93,151.44
CMMPA - CENTRAL MINNESO	5649	09/19/2016	POWER COST	604-49550-263	117,700.48
DEPARTMENT OF ENERGY	BFPB000800816	09/09/2016	POWER COST	604-49550-263	116,206.26
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-321	197.33
GOPHER STATE ONE CALL	6080806	09/07/2016	LOCATES	604-49550-321	19.58
COTTONWOOD CO AUD/TREA	20160912	09/19/2016	DISPATCHING	604-49550-325	187.50
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-326	139.47
INNOVATIVE SYSTEMS	29162	09/02/2016	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS	29312	09/06/2016	BILLING SYSTEM SOFTWARE S	604-49550-326	223.90
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	604-49550-340	125.55
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-381	137.87
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-382	27.75
HOMETOWN SANITATION SER	0000202575	09/07/2016	GARBAGE SERVICE - ELEC SHO	604-49550-384	84.75
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-385	49.51
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	604-49550-386	1,295.20
RAGE INC	09-010090	09/07/2016	SERVICE - POWER PLANT	604-49550-402	34.17
RESCO	656267-00	09/20/2016	MAINTENANCE	604-49550-408	510.52
ELECTRIC FUND	SO-000162	09/19/2016	TRUCK STOCK	604-49550-408	67.65
UTILITIES PLUS ENERGY SERVI	11095	09/13/2016	SERVICE	604-49550-410	7,501.56
TAYLOR KREMMIN	20160920	09/20/2016	ENERGY REBATE	604-49550-450	130.00
CMMPA - CENTRAL MINNESO	5662	09/19/2016	CONSERVATION	604-49550-450	1,419.00
BANK MIDWEST	20160916	09/16/2016	NSF-SONYA SARGENT	604-49550-480	226.00
BANK MIDWEST	20160916A	09/16/2016	NSF-MISTY NELSON	604-49550-480	150.00
BANK MIDWEST	20160920	09/20/2016	NSF-HELEN METTEER	604-49550-480	71.15
MN DEPT OF COMMERCE	20160920	09/20/2016	UNCLAIMED PROPERTY -CITY	604-49550-480	772.84
BANK MIDWEST	20160920A	09/20/2016	NSF-AARON FLATGARD	604-49550-480	310.53
BANK MIDWEST	20160922	09/22/2016	NSF - VAUGHN CORWIN	604-49550-480	340.78
BANK MIDWEST	20160922A	09/22/2016	NSF - TRAVIS CAMBELL	604-49550-480	263.69
<b>Activity 49550 - Electric Total:</b>					<b>343,252.89</b>
<b>Fund 604 - ELECTRIC Total:</b>					<b>343,252.89</b>

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	609-49751-200	117.50
SOUTHERN GLAZER'S OF MN	1448338	09/13/2016	MERCHANDISE	609-49751-251	3,068.59
JOHNSON BROS.	5528010	09/09/2016	MERCHANDISE	609-49751-251	2,293.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTISAN BEER COMPANY	3123084	09/09/2016	MERCHANDISE	609-49751-252	99.80
JOHNSON BROS.	5528012	09/09/2016	MERCHANDISE	609-49751-252	239.99
BEVERAGE WHOLESALERS	618624	09/19/2016	MERCHANDISE	609-49751-252	3,436.71
DOLL DISTRIBUTING, LLC	675187	09/19/2016	MERCHANDISE	609-49751-252	5,364.90
VINOCOPIA, INC	0159851-IN	09/13/2016	MERCHANDISE	609-49751-253	323.25
SOUTHERN GLAZER'S OF MN	1448339	09/13/2016	MERCHANDISE	609-49751-253	400.00
JOHNSON BROS.	5528011	09/09/2016	MERCHANDISE	609-49751-253	2,267.15
PAUSTIS WINE COMPANY	8560256-IN	09/13/2016	MERCHANDISE	609-49751-253	366.00
COCA-COLA BOTTLING COMP	0498504315	09/09/2016	MERCHANDISE	609-49751-254	469.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	609-49751-321	101.20
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	609-49751-326	129.47
VINOCOPIA, INC	0159851-IN	09/13/2016	MERCHANDISE	609-49751-333	10.50
SOUTHERN GLAZER'S OF MN	1448338	09/13/2016	MERCHANDISE	609-49751-333	44.62
SOUTHERN GLAZER'S OF MN	1448339	09/13/2016	MERCHANDISE	609-49751-333	12.30
JOHNSON BROS.	5528010	09/09/2016	MERCHANDISE	609-49751-333	33.95
JOHNSON BROS.	5528011	09/09/2016	MERCHANDISE	609-49751-333	53.45
PAUSTIS WINE COMPANY	8560256-IN	09/13/2016	MERCHANDISE	609-49751-333	7.00
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	609-49751-340	1,359.20
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	609-49751-381	1,056.58
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	609-49751-382	22.39
HOMETOWN SANITATION SER	0000202573	09/09/2016	GARBAGE SERVICE - RIVER BE	609-49751-384	96.13
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	609-49751-385	42.06

Activity 49751 - Liquor Store Total: 21,415.53

Fund 609 - LIQUOR STORE Total: 21,415.53

## Fund: 614 - TELECOM

## Activity: 49870 - Telecom

INDOFF, INC	284084	09/06/2016	SUPPLIES - PAPER	614-49870-200	117.50
RAGE INC	09-10093	09/07/2016	SERVICE - WINDOM NET	614-49870-211	21.33
HEARTLAND SECURITY SERVIC	438875	09/22/2016	SERVICE #602016517	614-49870-217	281.51
INTERSTATE TRS FUND	82580709161	09/20/2016	ASSESSMENT FOR 499-A FILIN	614-49870-304	179.97
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	614-49870-321	390.63
GOPHER STATE ONE CALL	6080806	09/07/2016	LOCATES	614-49870-321	19.56
INNOVATIVE SYSTEMS	29162	09/02/2016	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS	29312	09/06/2016	BILLING SYSTEM SOFTWARE S	614-49870-326	1,846.10
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	614-49870-381	2,696.23
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	614-49870-382	17.81
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	614-49870-385	30.00
TEGNA	1094-1057	09/20/2016	SUBSCRIBER	614-49870-442	5,150.00
UNITED COMMUNICATIONS C	20160831	09/20/2016	SUBSCRIBER	614-49870-442	772.50
YOUNG BROADCASTING LLC	20160831	09/20/2016	SUBSCRIBER	614-49870-442	5,866.52
HUBBARD BROADCASTING IN	20160831	09/20/2016	SUBSCRIBER	614-49870-442	6,695.00
DISPLAY SYSTEMS INTERNATI	26868	09/01/2016	SERVICE	614-49870-442	163.88
TOWER DISTRIBUTION COMP	540601	09/20/2016	SUBSCRIBER	614-49870-442	506.13
ADARA TECHNOLOGIES INC	AP100223CW-27	09/07/2016	SET TOP BOX HOSTING 9/1/16	614-49870-442	10,500.00
FOX TELEVISION STATIONS, IN	AUG-16	09/20/2016	SUBSCRIBER	614-49870-442	4,918.25
FOX SPORTS	L13245	09/20/2016	SUBSCRIBER	614-49870-442	18,572.06
BTN - BIG TEN NETWORK	L15118	09/19/2016	SUBSCRIBER	614-49870-442	4,075.08
WOODSTOCK COMMUNICATI	10058372	09/22/2016	SERVICE #00017668-1	614-49870-445	205.10
ZAYO BANDWIDTH	20160901	09/20/2016	TRANSPORT	614-49870-451	381.36

Activity 49870 - Telecom Total: 64,927.52

Fund 614 - TELECOM Total: 64,927.52

## Fund: 615 - ARENA

## Activity: 49850 - Arena

COTTONWOOD VET CLINIC	162655	09/09/2016	SERVICE	615-49850-217	60.00
COTTONWOOD VET CLINIC	162655A	09/09/2016	SERVICE	615-49850-217	120.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	615-49850-321	123.88
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	615-49850-326	125.00
CITIZEN PUBLISHING CO	20160831	09/09/2016	ADVERTISING -	615-49850-340	314.58
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	615-49850-381	2,620.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	615-49850-382	262.02
HOMETOWN SANITATION SER	0000202577	09/01/2016	GARBAGE SERVICE - ARENA	615-49850-384	261.76
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	615-49850-385	27.08
BECKER ARENA PRODUCTS, IN	00105388	09/20/2016	MAINTENANCE	615-49850-404	446.58
<b>Activity 49850 - Arena Total:</b>					<b>4,361.31</b>
<b>Fund 615 - ARENA Total:</b>					<b>4,361.31</b>

## Fund: 617 - M/P CENTER

## Activity: 49860 - M/P Center

RIVER BEND LIQUOR	20160920	09/20/2016	MERCHANDISE	617-49860-251	989.79
RIVER BEND LIQUOR	20160920	09/20/2016	MERCHANDISE	617-49860-252	858.95
RIVER BEND LIQUOR	20160920	09/20/2016	MERCHANDISE	617-49860-254	31.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	617-49860-321	116.10
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	617-49860-326	60.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	617-49860-381	1,786.20
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	617-49860-382	91.75
HOMETOWN SANITATION SER	0000202578	09/06/2016	GARBAGE SERVICE - COMM C	617-49860-384	51.52
COTTONWOOD CO SOLID WA	16293	09/19/2016	7 UNITS-TV-MONITORS-PRINT	617-49860-384	75.00
ELECTRIC FUND	20160919	09/19/2016	MONTHLY UTILITY & TELECO	617-49860-385	77.01
RAGE INC	09-010091	09/07/2016	SERVICE - COMM CENTER	617-49860-406	61.50
<b>Activity 49860 - M/P Center Total:</b>					<b>4,198.82</b>
<b>Fund 617 - M/P CENTER Total:</b>					<b>4,198.82</b>

## Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000914	09/16/2016	Federal Tax Withholding	700-21701	11,002.06
MN Department of Revenue -	INV0000913	09/16/2016	State Withholding	700-21702	4,452.35
Internal Revenue Service-Payr	INV0000915	09/16/2016	Social Security	700-21703	12,009.70
MN Pera	INV0000905	09/16/2016	PERA	700-21704	12,162.60
MN Pera	INV0000906	09/16/2016	PERA	700-21704	5,641.49
MN Pera	INV0000907	09/16/2016	PERA	700-21704	650.82
MN Pera	INV0000908	09/16/2016	PERA	700-21704	515.00
MN State Deferred	INV0000909	09/16/2016	Deferred Compensation	700-21705	4,390.00
MN State Deferred	INV0000910	09/16/2016	Deferred Roth	700-21705	775.00
MN Department of Revenue -	20160915	09/15/2016	WAGE LEVY	700-21709	124.59
MN Department of Revenue -	20160916	09/20/2016	WAGE LEVY	700-21709	124.59
MN Child Support Payment C	INV0000911	09/16/2016	Child Support Payment	700-21709	286.10
Internal Revenue Service-Payr	INV0000912	09/16/2016	Medicare Withholding	700-21711	3,379.56
SELECTACCOUNT	38263850	09/15/2016	FLEX SPENDING	700-21712	291.85
SELECTACCOUNT	38275104	09/20/2016	FLEX SPENDING	700-21712	115.39
AFLAC	024479	09/19/2016	INSURANCE - AUG 2016 - AFT	700-21715	204.00
AFLAC	024479	09/19/2016	INSURANCE - AUG 2016 - PRE	700-21716	334.59
MN BENEFIT ASSOCIATION	20160919	09/20/2016	INSURANCE 10/1/16 - PRE-TA	700-21717	159.65
MN BENEFIT ASSOCIATION	20160919	09/20/2016	INSURANCE 10/1/16 - AFTER-	700-21719	120.46
					<b>56,739.80</b>
<b>Fund 700 - PAYROLL Total:</b>					<b>56,739.80</b>
<b>Grand Total:</b>					<b>635,151.51</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	26,391.02
211 - LIBRARY	1,072.05
225 - AIRPORT	26.53
230 - POOL	2,462.04
235 - AMBULANCE	2,509.74
250 - EDA GENERAL	2,062.56
401 - GENERAL CAPITAL PROJECTS	4,425.00
601 - WATER	84,700.60
602 - SEWER	16,606.10
604 - ELECTRIC	343,252.89
609 - LIQUOR STORE	21,415.53
614 - TELECOM	64,927.52
615 - ARENA	4,361.31
617 - M/P CENTER	4,198.82
700 - PAYROLL	56,739.80
<b>Grand Total:</b>	<b>635,151.51</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41110-308	Training & Registrations	45.00
100-41110-331	Travel Expense	166.32
100-41110-350	Printing & Design	877.75
100-41310-200	Office Supplies	254.43
100-41310-217	Other Operating Supplie	138.33
100-41310-321	Telephone	115.69
100-41310-326	Data Processing	86.30
100-41410-200	Office Supplies	28.99
100-41910-200	Office Supplies	147.60
100-41910-321	Telephone	101.78
100-41940-381	Electric Utility	702.69
100-41940-382	Water Utility	78.52
100-41940-384	Refuse Disposal	85.04
100-41940-385	Sewer Utility	129.67
100-41940-406	Repairs & Maint - Groun	28.11
100-41940-409	Repairs & Maint - Utilitie	45.49
100-42120-321	Telephone	70.72
100-42120-325	Dispatching	275.00
100-42120-327	Interpretation Fees	22.17
100-42120-334	Meals/Lodging	372.96
100-42120-412	Rentals - Building	1,850.00
100-42220-215	Materials & Equipment	79.61
100-42220-218	Uniforms	157.61
100-42220-321	Telephone	27.91
100-42220-325	Dispatching	212.50
100-42220-439	Special Projects	74.40
100-42500-325	Dispatching	12.50
100-42500-381	Electric Utility	20.21
100-43100-200	Office Supplies	38.25
100-43100-211	Cleaning Supplies	243.69
100-43100-215	Materials & Equipment	2,872.12
100-43100-217	Other Operating Supplie	60.00
100-43100-224	Street Maint Materials	7,008.08
100-43100-321	Telephone	57.13
100-43100-325	Dispatching	125.00
100-43100-381	Electric Utility	2,634.25
100-43100-382	Water Utility	20.99
100-43100-384	Refuse Disposal	715.30

## Account Summary

Account Number	Account Name	Payment Amount
100-43100-385	Sewer Utility	42.11
100-43100-404	Repairs & Maint - M&E	24.30
100-45120-217	Other Operating Supplie	150.00
100-45202-325	Dispatching	37.50
100-45202-381	Electric Utility	570.36
100-45202-382	Water Utility	4,698.46
100-45202-384	Refuse Disposal	182.80
100-45202-385	Sewer Utility	527.90
100-45202-404	Repairs & Maint - M&E	39.32
100-45202-406	Repairs & Maint - Groun	136.16
211-45501-217	Other Operating Supplie	67.50
211-45501-321	Telephone	27.39
211-45501-326	Data Processing	65.00
211-45501-331	Travel Expense	83.16
211-45501-350	Printing & Design	37.45
211-45501-381	Electric Utility	539.59
211-45501-382	Water Utility	18.27
211-45501-383	Gas Utility	70.82
211-45501-385	Sewer Utility	34.43
211-45501-435	Books and Pamphlets	128.44
225-45127-321	Telephone	26.53
230-45124-321	Telephone	65.84
230-45124-350	Printing & Design	37.45
230-45124-381	Electric Utility	1,069.02
230-45124-382	Water Utility	1,262.65
230-45124-385	Sewer Utility	27.08
235-42153-217	Other Operating Supplie	360.95
235-42153-312	Nursing	1,718.49
235-42153-321	Telephone	24.87
235-42153-325	Dispatching	200.00
235-42153-331	Travel Expense	114.81
235-42153-334	Meals/Lodging	90.62
250-46520-200	Office Supplies	147.60
250-46520-301	Auditing & Consulting Se	752.50
250-46520-304	Legal Fees	239.40
250-46520-321	Telephone	101.78
250-46520-340	Advertising & Promotion	544.05
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	153.95
250-46520-382	Water Utility	16.70
250-46520-385	Sewer Utility	27.08
401-49950-503	Capital Outlay - Streets	4,425.00
601-16300	Improvements Other Th	14,126.51
601-16400	Machinery & Equipment	59,755.00
601-49400-200	Office Supplies	117.50
601-49400-321	Telephone	129.32
601-49400-325	Dispatching	100.00
601-49400-326	Data Processing	1,278.00
601-49400-381	Electric Utility	6,059.79
601-49400-382	Water Utility	16.46
601-49400-385	Sewer Utility	29.31
601-49400-402	Repairs & Maint - Struct	2,838.71
601-49400-433	Dues & Subscriptions	250.00
602-49450-200	Office Supplies	225.72
602-49450-310	Lab Testing	634.00
602-49450-321	Telephone	175.20
602-49450-325	Dispatching	100.00
602-49450-326	Data Processing	1,338.00

## Account Summary

Account Number	Account Name	Payment Amount
602-49450-350	Printing & Design	269.70
602-49450-381	Electric Utility	10,221.54
602-49450-382	Water Utility	199.31
602-49450-383	Gas Utility	73.18
602-49450-384	Refuse Disposal	85.04
602-49450-404	Repairs & Maint - M&E	1,225.86
602-49450-408	Repairs & Maint - Distrib	2,058.55
604-49550-200	Office Supplies	117.50
604-49550-218	Uniforms	269.91
604-49550-263	Merchandise for Resale -	327,058.18
604-49550-321	Telephone	216.91
604-49550-325	Dispatching	187.50
604-49550-326	Data Processing	1,884.37
604-49550-340	Advertising & Promotion	125.55
604-49550-381	Electric Utility	137.87
604-49550-382	Water Utility	27.75
604-49550-384	Refuse Disposal	84.75
604-49550-385	Sewer Utility	49.51
604-49550-386	Landfill	1,295.20
604-49550-402	Repairs & Maint - Struct	34.17
604-49550-408	Repairs & Maint - Distrib	578.17
604-49550-410	Repairs & Maint - Gener	7,501.56
604-49550-450	Conservation	1,549.00
604-49550-480	Other Miscellaneous	2,134.99
609-49751-200	Office Supplies	117.50
609-49751-251	Liquor	5,362.38
609-49751-252	Beer	9,141.40
609-49751-253	Wine	3,356.40
609-49751-254	Soft Drinks & Mix	469.00
609-49751-321	Telephone	101.20
609-49751-326	Data Processing	129.47
609-49751-333	Freight and Express	161.82
609-49751-340	Advertising & Promotion	1,359.20
609-49751-381	Electric Utility	1,056.58
609-49751-382	Water Utility	22.39
609-49751-384	Refuse Disposal	96.13
609-49751-385	Sewer Utility	42.06
614-49870-200	Office Supplies	117.50
614-49870-211	Cleaning Supplies	21.33
614-49870-217	Other Operating Supplie	281.51
614-49870-304	Legal Fees	179.97
614-49870-321	Telephone	410.19
614-49870-326	Data Processing	3,367.10
614-49870-381	Electric Utility	2,696.23
614-49870-382	Water Utility	17.81
614-49870-385	Sewer Utility	30.00
614-49870-442	Subscriber Fees	57,219.42
614-49870-445	Switch Fees	205.10
614-49870-451	Call Completion	381.36
615-49850-217	Other Operating Supplie	180.00
615-49850-321	Telephone	123.88
615-49850-326	Data Processing	125.00
615-49850-340	Advertising & Promotion	314.58
615-49850-381	Electric Utility	2,620.41
615-49850-382	Water Utility	262.02
615-49850-384	Refuse Disposal	261.76
615-49850-385	Sewer Utility	27.08
615-49850-404	Repairs & Maint - M&E	446.58

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
617-49860-251	Liquor	989.79
617-49860-252	Beer	858.95
617-49860-254	Soft Drinks & Mix	31.00
617-49860-321	Telephone	116.10
617-49860-326	Data Processing	60.00
617-49860-381	Electric Utility	1,786.20
617-49860-382	Water Utility	91.75
617-49860-384	Refuse Disposal	126.52
617-49860-385	Sewer Utility	77.01
617-49860-406	Repairs & Maint - Groun	61.50
700-21701	Federal Withholding	11,002.06
700-21702	State Withholding	4,452.35
700-21703	FICA Tax Withholding	12,009.70
700-21704	PERA Contributions	18,969.91
700-21705	Retirement	5,165.00
700-21709	Wage Levy	535.28
700-21711	Medicare Tax Withholdi	3,379.56
700-21712	Flex Account	407.24
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	334.59
700-21717	Individual Insurance-MB	159.65
700-21719	Individual Insurance-MB	120.46
	<b>Grand Total:</b>	<b>635,151.51</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	635,151.51
<b>Grand Total:</b>	<b>635,151.51</b>

9-23-16  




Windom, MN

# Expense Approval Report

## By Fund

Payment Dates 09/23/2016 - 09/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41310 - Administration</b>					
INDOFF, INC	2851367	09/14/2016	SUPPLIES	100-41310-200	55.00
SELECTACCOUNT	38278544	09/27/2016	ADMIN FEE	100-41310-217	4.10
LEESA ARNDT	20160926	09/26/2016	EXPENSE- HEALTH CONF - MA	100-41310-480	74.63
<b>Activity 41310 - Administration Total:</b>					<b>133.73</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
INDOFF, INC	2849451	09/12/2016	SUPPLIES	100-41910-200	5.63
CENTURY BUSINESS PRODUCT	340929	09/12/2016	SUPPLIES	100-41910-200	25.06
MN DEPT OF LABOR & INDUS	CC0507	09/27/2016	CERT EXAM APP - ANDREW S	100-41910-308	50.00
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>80.69</b>
<b>Activity: 41940 - City Hall</b>					
MN ENERGY RESOURCES	20160915	09/20/2016	HEATING #0505105084	100-41940-383	49.49
<b>Activity 41940 - City Hall Total:</b>					<b>49.49</b>
<b>Activity: 42120 - Crime Control</b>					
INDOFF, INC	2851365	09/20/2016	SUPPLIES	100-42120-200	22.98
VERIZON WIRELESS	9771617493	09/20/2016	SERVICE FOR LAP TOPS	100-42120-321	93.49
CORY HILLESHEIM	20160926	09/27/2016	EXPENSE - HEAT TRAINING	100-42120-334	110.52
FLEET SERVICES DIVISION	2017020003	09/23/2016	SERVICE - LEASE RENT	100-42120-419	1,735.69
<b>Activity 42120 - Crime Control Total:</b>					<b>1,962.68</b>
<b>Activity: 42220 - Fire Fighting</b>					
VERIZON WIRELESS	9771617493	09/20/2016	SERVICE FOR LAP TOPS	100-42220-321	21.14
VERIZON WIRELESS	9771617493	09/20/2016	SERVICE FOR LAP TOPS	100-42220-326	10.02
<b>Activity 42220 - Fire Fighting Total:</b>					<b>31.16</b>
<b>Activity: 43100 - Streets</b>					
INDOFF, INC	2851363	09/14/2016	SUPPLIES	100-43100-200	27.49
INDOFF, INC	2857428	09/22/2016	CREDIT - SUPPLIES	100-43100-200	-38.25
SOUTHERN MN INSPECTION	10249	09/13/2016	MAINTENANCE	100-43100-217	202.50
MILLS & MILLER, INC	19110	09/27/2016	STREET MAINTENANCE MATE	100-43100-224	1,689.80
ELECTRIC FUND	20160926A	09/27/2016	STREET SHOP	100-43100-404	54.08
ELECTRIC FUND	20160926	09/27/2016	STREET SHOP -	100-43100-405	54.00
<b>Activity 43100 - Streets Total:</b>					<b>1,989.62</b>
<b>Activity: 45120 - Recreation</b>					
PIONEER MFG CO	INV615376	09/27/2016	SUPPLIES	100-45120-217	116.99
<b>Activity 45120 - Recreation Total:</b>					<b>116.99</b>
<b>Activity: 45202 - Park Areas</b>					
COUNTRY PRIDE SERVICE	70663	09/27/2016	FUEL	100-45202-212	575.71
CLEARWATER RECREATION	8916	09/27/2016	MAINTENANCE	100-45202-405	156.00
<b>Activity 45202 - Park Areas Total:</b>					<b>731.71</b>
<b>Fund 100 - GENERAL Total:</b>					<b>5,096.07</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
MICROMARKETING	638183	09/27/2016	BOOKS	211-45501-435	74.98
<b>Activity 45501 - Library Total:</b>					<b>74.98</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>74.98</b>
<b>Fund: 235 - AMBULANCE</b>					
<b>Activity: 42153 - Ambulance</b>					
BOUND TREE MEDICAL, LLC	82260174	09/13/2016	SUPPLIES	235-42153-217	38.94
BOUND TREE MEDICAL, LLC	82265636	09/19/2016	SUPPLIES	235-42153-217	113.70
MARY HOLMEN	20160923	09/23/2016	EXPENSE-NATIONAL REGISTRY	235-42153-308	15.00
VERIZON WIRELESS	9771617493	09/20/2016	SERVICE FOR LAP TOPS	235-42153-321	123.49

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Payment Dates: 09/23/2016 - 09/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIM POWERS	20160926	09/26/2016	EXPENSE	235-42153-334	63.43
BUCKWHEAT JOHNSON	20160927	09/27/2016	EXPENSE	235-42153-334	25.94
O'REILLY AUTOMOTIVE, INC	20160828	09/28/2016	MAINTENANCE - AMBULANCE	235-42153-405	11.99
ELECTRIC FUND	20160926C	09/26/2016	AMBULANCE MAINTENANCE	235-42153-405	280.35
<b>Activity 42153 - Ambulance Total:</b>					<b>672.84</b>
<b>Fund 235 - AMBULANCE Total:</b>					<b>672.84</b>

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

INDOFF, INC	2849451	09/12/2016	SUPPLIES	250-46520-200	5.62
CENTURY BUSINESS PRODUCT	340929	09/12/2016	SUPPLIES	250-46520-200	50.10
CITIZEN PUBLISHING CO	20160926	09/27/2016	SUBSCRIPTION	250-46520-433	45.00
<b>Activity 46520 - EDA Total:</b>					<b>100.72</b>
<b>Fund 250 - EDA GENERAL Total:</b>					<b>100.72</b>

Fund: 254 - NORTH IND PARK

Activity: 49950 - Capital Outlay

RON'S ELECTRIC INC	133548	09/28/2016	NWIP EMERGENCY SIREN	254-49950-500	1,176.00
<b>Activity 49950 - Capital Outlay Total:</b>					<b>1,176.00</b>
<b>Fund 254 - NORTH IND PARK Total:</b>					<b>1,176.00</b>

Fund: 601 - WATER

Activity: 49400 - Water

MN VALLEY TESTING	826407	09/13/2016	TESTING	601-49400-310	56.25
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE POSTAGE	601-49400-322	240.49
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE PROCESSING	601-49400-326	217.63
INNOVATIVE SYSTEMS	29420	09/20/2016	EXPENSE - TRAINING	601-49400-326	28.93
MN ENERGY RESOURCES	20160913C	09/20/2016	HEATING #0505923431	601-49400-383	410.29
ELECTRIC FUND	SO-000164	09/23/2016	WATER TOWER	601-49400-402	14.45
STINK PRETTY	3692	09/27/2016	SERVICE	601-49400-404	69.47
HD SUPPLY WATERWORKS LTD	G043322	09/20/2016	MAINTENANCE	601-49400-408	480.09
<b>Activity 49400 - Water Total:</b>					<b>1,517.60</b>
<b>Fund 601 - WATER Total:</b>					<b>1,517.60</b>

Fund: 602 - SEWER

Activity: 49450 - Sewer

HAWKINS, INC	3947920	09/20/2016	CHEMICALS	602-49450-216	608.50
MN VALLEY TESTING	826122	09/06/2016	TESTING	602-49450-310	158.00
MN VALLEY TESTING	826733	09/08/2016	TESTING	602-49450-310	238.00
MN VALLEY TESTING	826804	09/08/2016	TESTING	602-49450-310	347.80
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE POSTAGE	602-49450-322	240.49
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE PROCESSING	602-49450-326	217.62
INNOVATIVE SYSTEMS	29420	09/20/2016	EXPENSE - TRAINING	602-49450-326	28.93
MN ENERGY RESOURCES	20160912	09/20/2016	HEATING #0506746718	602-49450-383	0.67
MN ENERGY RESOURCES	20160913B	09/20/2016	HEATING #0504488160	602-49450-383	19.79
SOUTHERN MN INSPECTION	10249	09/13/2016	MAINTENANCE	602-49450-404	327.50
MARK STEVEN DYKES	11571	09/27/2016	MAINTENANCE	602-49450-404	615.50
MEAN GREEN HAND CLEANER	5191	09/16/2016	SUPPLIES	602-49450-404	84.00
<b>Activity 49450 - Sewer Total:</b>					<b>2,886.80</b>
<b>Fund 602 - SEWER Total:</b>					<b>2,886.80</b>

Fund: 604 - ELECTRIC

RESCO	656975-00	09/27/2016	ELECTRIC INVENTORY	604-14200	544.29
DAKOTA SUPPLY GROUP	C088544	09/19/2016	ELECTRIC INVENTORY	604-14200	5,915.53
J. H. LARSON	S101295473.001	09/09/2016	ELECTRIC INVENTORY	604-14200	76.18
LOU XIONG	20160923	09/23/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
REBECCA TORKELSON	20160927	09/27/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
TAYLER TREANOR	20160927	09/27/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
					<b>7,436.00</b>

Activity: 49550 - Electric

BORDER STATES	911869156	09/27/2016	UNIFORMS	604-49550-218	120.00
BORDER STATES	911869157	09/27/2016	UNIFORMS	604-49550-218	252.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ZIESKE LAND SURVEYING	20160923	09/27/2016	SERVICE - EASEMENT-PRIME P	604-49550-303	981.00
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE POSTAGE	604-49550-322	240.49
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE PROCESSING	604-49550-326	217.63
INNOVATIVE SYSTEMS	29420	09/20/2016	EXPENSE - TRAINING	604-49550-326	57.85
O'REILLY AUTOMOTIVE, INC	20160828	09/28/2016	MAINTENANCE - ELECTRIC	604-49550-404	0.99
DAKOTA SUPPLY GROUP	C143748	09/19/2016	MAINTENANCE	604-49550-404	1,747.41
DAKOTA SUPPLY GROUP	C441881	09/19/2016	MAINTENANCE	604-49550-404	3,350.00
BLACKBURN MFG. CO.	0523416-IN	09/13/2016	MAINTENANCE	604-49550-408	535.72
BORDER STATES	911869158	09/27/2016	MAINTENANCE	604-49550-408	231.11
J. H. LARSON	S101293109.001	09/09/2016	MAINTENANCE	604-49550-408	82.69
<b>Activity 49550 - Electric Total:</b>					<b>7,817.35</b>
<b>Fund 604 - ELECTRIC Total:</b>					<b>15,253.35</b>

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

INDOFF, INC	2851366	09/20/2016	SUPPLIES	609-49751-200	8.69
ENVIROMASTER, INC	532444	09/09/2016	SERVICE	609-49751-211	38.25
AH HERMEL COMPANY	602076	09/13/2016	MERCHANDISE	609-49751-217	76.79
BREAKTHRU BEVERAGE MN	1080523974	09/13/2016	MERCHANDISE	609-49751-251	4,738.90
PHILLIPS WINE & SPIRITS	2037967	09/13/2016	MERCHANDISE	609-49751-251	213.00
PHILLIPS WINE & SPIRITS	2037968	09/13/2016	MERCHANDISE	609-49751-251	3,033.70
PHILLIPS WINE & SPIRITS	246097	09/27/2016	CREDIT - MERCHANDISE	609-49751-251	-167.92
JOHNSON BROS.	5533937	09/13/2016	MERCHANDISE	609-49751-251	2,929.49
JOHNSON BROS.	5533939	09/13/2016	MERCHANDISE	609-49751-252	155.97
BEVERAGE WHOLESALERS	619621	09/27/2016	MERCHANDISE	609-49751-252	10,345.95
DOLL DISTRIBUTING, LLC	679325	09/27/2016	MERCHANDISE	609-49751-252	2,189.60
PHILLIPS WINE & SPIRITS	2037969	09/13/2016	MERCHANDISE	609-49751-253	620.86
JOHNSON BROS.	5533938	09/13/2016	MERCHANDISE	609-49751-253	1,551.76
BREAKTHRU BEVERAGE MN	1080523974	09/13/2016	MERCHANDISE	609-49751-254	43.00
AH HERMEL COMPANY	602076	09/13/2016	MERCHANDISE	609-49751-254	78.21
AH HERMEL COMPANY	602076	09/13/2016	MERCHANDISE	609-49751-256	162.06
KEVIN SPANGLER	20160926	09/28/2016	EXPENSE - VENDOR HOLIDAY	609-49751-331	183.17
JOE AUDETTE	20160927	09/28/2016	EXPENSE-VENDOR HOLIDAY S	609-49751-331	190.51
BREAKTHRU BEVERAGE MN	1080523974	09/13/2016	MERCHANDISE	609-49751-333	104.98
PHILLIPS WINE & SPIRITS	2037967	09/13/2016	MERCHANDISE	609-49751-333	2.09
PHILLIPS WINE & SPIRITS	2037968	09/13/2016	MERCHANDISE	609-49751-333	61.79
PHILLIPS WINE & SPIRITS	2037969	09/13/2016	MERCHANDISE	609-49751-333	21.71
ENVIROMASTER, INC	532444	09/09/2016	SERVICE	609-49751-333	2.63
JOHNSON BROS.	5533937	09/13/2016	MERCHANDISE	609-49751-333	65.96
JOHNSON BROS.	5533938	09/13/2016	MERCHANDISE	609-49751-333	66.80
MN ENERGY RESOURCES	20160913	09/20/2016	HEATING #0507314125	609-49751-381	104.50
RAGE INC	09-010715	09/19/2016	SERVICE - RIVER BEND LIQ	609-49751-406	38.40
<b>Activity 49751 - Liquor Store Total:</b>					<b>26,860.85</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>26,860.85</b>

Fund: 614 - TELECOM

Activity: 49870 - Telecom

CALIX	1176870	09/19/2016	MAINT SUPPLIES	614-49870-227	314.86
RUSHMORE INDUSTRIES, INC	20160927	09/28/2016	FREIGHT	614-49870-322	23.30
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE POSTAGE-	614-49870-322	240.49
INNOVATIVE SYSTEMS	29406	09/09/2016	INVOICE PROCESSING	614-49870-326	217.63
INNOVATIVE SYSTEMS	29420	09/20/2016	EXPENSE - TRAINING	614-49870-326	57.85
NEUSTAR, INC.	L-0000018923	09/28/2016	NUMBER PORTS 8/31/16	614-49870-326	15.25
WINDOM BASEBALL ASSOCIA	20160923	09/28/2016	ADVERTISING - ISLAND PARK	614-49870-340	65.00
WINDOM THEATER, INC.	20160927	09/28/2016	ADVERTISING - MERCHANT M	614-49870-340	50.00
MN ENERGY RESOURCES	20160909A	09/23/2016	HEATING #050709833	614-49870-383	13.40
HOMETOWN SANITATION SER	0000202576	09/23/2016	GARBAGE SERVICE	614-49870-384	73.92
ELECTRIC FUND	20160926D	09/28/2016	TELECOM VAN	614-49870-405	18.00
CENTURY LINK	436277-20160920	09/28/2016	DIRECTORY LISTINGS	614-49870-441	478.50
MLB NETWORK	069662	09/27/2016	SUBSCRIBER	614-49870-442	983.64
CONSOLIDATED COMMUNICA	20160901	09/23/2016	10 GB TRANSPORT - SEP 2016	614-49870-442	2,950.00

Expense Approval Report

Payment Dates: 09/23/2016 - 09/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIVERSAL SERVICE ADMIN C	UBDI0000866939	09/28/2016	499A CONTRIBUTION	614-49870-443	1,849.10
CONSOLIDATED COMMUNICA	20160901	09/23/2016	10 GB TRANSPORT - SEP 2016	614-49870-447	5,987.50
SWWC - SOUTHWEST WEST C	51466	09/07/2016	ON-CALL SUPPORT - AUG 201	614-49870-447	950.00
CENTURY LINK	20160916	09/27/2016	507-831-1075 SERVICE	614-49870-451	77.89
<b>Activity 49870 - Telecom Total:</b>					<b>14,366.33</b>
<b>Fund 614 - TELECOM Total:</b>					<b>14,366.33</b>

**Fund: 615 - ARENA**

Activity: 49850 - Arena

LEWIS FAMILY DRUG, LLC	41008	09/26/2016	SUPPLIES	615-49850-217	11.19
COUNTRY PRIDE SERVICE	00590	09/27/2016	MAINTENANCE	615-49850-404	262.53
O'REILLY AUTOMOTIVE, INC	20160828	09/28/2016	MAINTENANCE - ARENA	615-49850-405	113.62
RON'S ELECTRIC INC	133624	09/27/2016	MAINTENANCE	615-49850-409	112.00
MN ENERGY RESOURCES	20160914	09/14/2016	HEATING #0504094426	615-49850-409	134.45
ELECTRIC FUND	SO-000163	09/27/2016	ARENA	615-49850-409	10.20
<b>Activity 49850 - Arena Total:</b>					<b>643.99</b>
<b>Fund 615 - ARENA Total:</b>					<b>643.99</b>

**Fund: 617 - M/P CENTER**

Activity: 49860 - M/P Center

MN ENERGY RESOURCES	20160913A	09/20/2016	HEATING #0503741572	617-49860-383	95.74
ELECTRIC FUND	20160926B	09/27/2016	COMM CENTER TRUCK	617-49860-404	18.00
<b>Activity 49860 - M/P Center Total:</b>					<b>113.74</b>
<b>Fund 617 - M/P CENTER Total:</b>					<b>113.74</b>

**Fund: 700 - PAYROLL**

Internal Revenue Service-Payr	INV0000924	09/30/2016	Federal Tax Withholding	700-21701	10,645.73
MN Department of Revenue -	INV0000923	09/30/2016	State Withholding	700-21702	4,273.45
Internal Revenue Service-Payr	INV0000925	09/30/2016	Social Security	700-21703	11,258.28
MN Pera	INV0000916	09/30/2016	PERA	700-21704	12,280.49
MN Pera	INV0000917	09/30/2016	PERA	700-21704	5,443.78
MN Pera	INV0000918	09/30/2016	PERA	700-21704	575.40
MN State Deferred	INV0000919	09/30/2016	Deferred Compensation	700-21705	4,390.00
MN State Deferred	INV0000920	09/30/2016	Deferred Roth	700-21705	775.00
Internal Revenue Service-Payr	INV0000922	09/30/2016	Medicare Withholding	700-21711	3,181.18
					<b>52,823.31</b>
<b>Fund 700 - PAYROLL Total:</b>					<b>52,823.31</b>
<b>Grand Total:</b>					<b>121,586.58</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	5,096.07
211 - LIBRARY	74.98
235 - AMBULANCE	672.84
250 - EDA GENERAL	100.72
254 - NORTH IND PARK	1,176.00
601 - WATER	1,517.60
602 - SEWER	2,886.80
604 - ELECTRIC	15,253.35
609 - LIQUOR STORE	26,860.85
614 - TELECOM	14,366.33
615 - ARENA	643.99
617 - M/P CENTER	113.74
700 - PAYROLL	52,823.31
<b>Grand Total:</b>	<b>121,586.58</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41310-200	Office Supplies	55.00
100-41310-217	Other Operating Supplie	4.10
100-41310-480	Other Miscellaneous	74.63
100-41910-200	Office Supplies	30.69
100-41910-308	Training & Registrations	50.00
100-41940-383	Gas Utility	49.49
100-42120-200	Office Supplies	22.98
100-42120-321	Telephone	93.49
100-42120-334	Meals/Lodging	110.52
100-42120-419	Vehicle Lease	1,735.69
100-42220-321	Telephone	21.14
100-42220-326	Data Processing	10.02
100-43100-200	Office Supplies	-10.76
100-43100-217	Other Operating Supplie	202.50
100-43100-224	Street Maint Materials	1,689.80
100-43100-404	Repairs & Maint - M&E	54.08
100-43100-405	Repairs & Maint - Vehicl	54.00
100-45120-217	Other Operating Supplie	116.99
100-45202-212	Motor Fuels	575.71
100-45202-405	Repairs & Maint - Vehicl	156.00
211-45501-435	Books and Pamphlets	74.98
235-42153-217	Other Operating Supplie	152.64
235-42153-308	Training & Registrations	15.00
235-42153-321	Telephone	123.49
235-42153-334	Meals/Lodging	89.37
235-42153-405	Repairs & Maint - Vehicl	292.34
250-46520-200	Office Supplies	55.72
250-46520-433	Dues & Subscriptions	45.00
254-49950-500	Capital Outlay	1,176.00
601-49400-310	Lab Testing	56.25
601-49400-322	Postage	240.49
601-49400-326	Data Processing	246.56
601-49400-383	Gas Utility	410.29
601-49400-402	Repairs & Maint - Struct	14.45
601-49400-404	Repairs & Maint - M&E	69.47
601-49400-408	Repairs & Maint - Distrib	480.09
602-49450-216	Chemicals and Chemical	608.50
602-49450-310	Lab Testing	743.80
602-49450-322	Postage	240.49
602-49450-326	Data Processing	246.55

## Account Summary

Account Number	Account Name	Payment Amount
602-49450-383	Gas Utility	20.46
602-49450-404	Repairs & Maint - M&E	1,027.00
604-14200	Inventory	6,536.00
604-22000	Prepayments	900.00
604-49550-218	Uniforms	372.46
604-49550-303	Engineering and Surveyi	981.00
604-49550-322	Postage	240.49
604-49550-326	Data Processing	275.48
604-49550-404	Repairs & Maint - M&E	5,098.40
604-49550-408	Repairs & Maint - Distrib	849.52
609-49751-200	Office Supplies	8.69
609-49751-211	Cleaning Supplies	38.25
609-49751-217	Other Operating Supplie	76.79
609-49751-251	Liquor	10,747.17
609-49751-252	Beer	12,691.52
609-49751-253	Wine	2,172.62
609-49751-254	Soft Drinks & Mix	121.21
609-49751-256	Tobacco Products	162.06
609-49751-331	Travel Expense	373.68
609-49751-333	Freight and Express	325.96
609-49751-381	Electric Utility	104.50
609-49751-406	Repairs & Maint - Groun	38.40
614-49870-227	Utility System Maint Sup	314.86
614-49870-322	Postage	263.79
614-49870-326	Data Processing	290.73
614-49870-340	Advertising & Promotion	115.00
614-49870-383	Gas Utility	13.40
614-49870-384	Refuse Disposal	73.92
614-49870-405	Repairs & Maint - Vehicl	18.00
614-49870-441	Transmission Fees	478.50
614-49870-442	Subscriber Fees	3,933.64
614-49870-443	Intergovernmental Fees	1,849.10
614-49870-447	Internet Expense	6,937.50
614-49870-451	Call Completion	77.89
615-49850-217	Other Operating Supplie	11.19
615-49850-404	Repairs & Maint - M&E	262.53
615-49850-405	Repairs & Maint - Vehicl	113.62
615-49850-409	Repairs & Maint - Utilitie	256.65
617-49860-383	Gas Utility	95.74
617-49860-404	Repairs & Maint - M&E	18.00
700-21701	Federal Withholding	10,645.73
700-21702	State Withholding	4,273.45
700-21703	FICA Tax Withholding	11,258.28
700-21704	PERA Contributions	18,299.67
700-21705	Retirement	5,165.00
700-21711	Medicare Tax Withholdi	3,181.18
	<b>Grand Total:</b>	<b>121,586.58</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	121,511.95
Program Expense 2016	74.63
<b>Grand Total:</b>	<b>121,586.58</b>

9/30/16  
 GJ

USDA-FmHA  
Form FmHA 1924-18

**PARTIAL PAYMENT ESTIMATE**

CONTRACT NO. 0045-50  
FINAL PAYMENT ESTIMATE

PAGE 1 OF 2

OWNER: 2016 SEALCOAT  
WINDOM, MN

CONTRACTOR:  
CALDWELL ASPHALT CO. INC.  
HAWICK, MN 56273

PERIOD OF ESTIMATE  
FROM TO  
9/1/2016 9/27/2016

**CONTRACT CHANGE ORDER SUMMARY**

NO	FmHA Approval Date	Amount		ESTIMATE
		Additions	Deductions	
1				1. Original Contract..... \$60,467.00
2				2. Change Orders..... \$0.00
3				3. Revised Contract (1+2)..... \$60,467.00
4				4. Work Completed*..... \$56,357.00
5				5. Stored Materials*..... \$0.00
6				6. Subtotal (4+5)..... \$56,357.00
7				7. Retainage*..... \$0.00
8				8. Previous Payments..... \$53,539.15
9				9. Amount Due (6-7-8)..... \$2,817.85
10				
<b>TOTALS</b>		\$0.00	\$0.00	
<b>NET CHANGE</b>		\$0.00		

\* Detailed breakdown attachment

**CONTRACT TIME**

Original (days) 75	On Schedule <input type="checkbox"/> Yes	Starting Date 7/1/2016
Revised	<input type="checkbox"/> No	Projected Completion
Remaining		

**CONTRACTOR'S CERTIFICATION:**

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

Caldwell Asphalt Co. Inc.  
Hawick, MN  
By: Brenda Caldwell  
Date: 9/27/16

**ARCHITECT OR ENGINEER'S CERTIFICATION:**

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

Architect or Engineer: WENCK ASSOCIATES  
By: [Signature]  
Date: 9/27/16

**APPROVED BY OWNER**

Owner: CITY OF WINDOM  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED BY FmHA:**

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

2016 SEAL COAT  
 WINDOM, MINNESOTA 56101

PAY REQUEST #1

ITEM	APPROX. QUANTITY	UNIT	UNIT COST	AMOUNT	THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT
BITUMINOUS MATERIAL	14,300	GAL	\$ 3.49	\$ 49,907.00			13300	\$ 46,417.00
RED ROCK	660	TON	\$16.00	\$ 10,560.00			621.25	\$ 9,940.00
TOTAL				\$ 60,467.00				\$ 56,357.00