

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, November 14, 2011
City Hall Council Chambers

A. CALL TO ORDER

B. INTRODUCTIONS AND OPENING REMARKS

C. AGENDA ADDITIONS/CHANGES AND CLOSURE

1. Additions/Changes

2. Closure

D. CONSENT AGENDA

1. CITY COUNCIL MINUTES (WHITE)

a. City Council Minutes of Regular Meeting, October 10, 2011

b. City Council Minutes of Special Meeting, October 27, 2011

2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

a. Water and Light Commission Minutes of Regular Meeting November 7, 2011

b. Water and Light Commission Minutes of Regular Meeting October 27, 2011

c. Traffic & Safety Committee Meeting Minutes of October 26, 2011

d. Park & Recreation Advisory Board Meeting Minutes of October 5, 2011

3. FINANCIAL STATEMENTS

a. General Fund Statement of Revenues and Expenditures for the period January 1, 2011 through September 30, 2011

b. Municipal Liquor Store Income Statement for the Period January 1, 2011 through September 30, 2011

4. A. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

1. Application for Exemption from Lawful Gambling Permit

2. Request of the Frosty Riders for Trail Permit
5. B. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item

1. Fire Station Site Preparation Change Order No. 1
6. BILLS PAYABLE

PLEASE NOTE: All utility expenditures are listed as 601,602,and 604, and are approved by the Water and Light Commission

E. CITY COUNCIL BUSINESS - COMMUNITY/EC DEVELOPMENT (GRAY)

Case Items

1. Request for Site Preparation Assistance - Avera Medical Group Worthington
2. Event Center/Hotel Proposals
3. Award Contract for Hazardous Removal and Demolition of the Former YMCA
4. Environmental Consultant Contract - Former Y Project

F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

3. Second Reading Proposed Ordinance Amending the Worthington City Code, Title XV, Section 155 - Zoning
4. Southwestern Mental Health Participation Request

G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Adopt Resolution for State Aid Airport Maintenance
2. Request to Change Park Lane Alley Parking Control

3. Request to Restrict Parking on Humiston Avenue

H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

2. First Reading of an Ordinance to Amend Storm Sewer Utility Rates
3. Approve Street Lighting Budget and Amend Special Service Charge
4. Stage Agency Agreement

I. COUNCIL COMMITTEE REPORTS

1. Mayor Oberloh
2. Alderman Ten Haken
3. Alderman Kuhle
4. Alderman Nelson
5. Alderman Wood
6. Alderman Woll

J. CITY ADMINISTRATOR REPORT

**K. CITY COUNCIL BUSINESS - ENGINEERING (BLUE) - CLOSED SESSION
UNDER MS 13D.05, SUBD. 3(C)**

Case Item

5. Review Appraisal for Acquisition of Right of Way and Easement for TH59
North Infrastructure Improvements

L. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, OCTOBER 10, 2011**

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Mayor Alan E. Oberloh with the following Aldermen present: Lyle Ten Haken, Mike Kuhle, Scott Nelson, Ron Wood, Mike Woll. Honorary Council Member: Carol "Zuby" Jansen.

RESOLUTION NO.'S 3477 THROUGH 3483 ADOPTED - ADOPTING SPECIAL ASSESSMENTS AND REASSESSMENTS

Pursuant to published notice, this was the time and date set for public hearing for the following proposed assessments and recommended terms:

PAVING IMPROVEMENT NO. 110

- Alley in Block 12 (City Hall Block)
- Alley in Block 30 (Alley Northeast of 10th Street - 7th to 8th Avenue)
- Marine Avenue - Clary Street through the north curve
- Roos Avenue - Diagonal Road to Winifred Street
4.0%¹; 15 years

PAVING IMPROVEMENT NO. 111

SANITARY SEWER IMPROVEMENT NO. 107

WATER MAIN IMPROVEMENT NO. 104

- Castlewood Drive west of Morning View First Addition
4.0%¹; 15 years

SANITARY SEWER IMPROVEMENT NO. 106

- Morning View First Addition Trunk Assessment
4.0%¹; 10 years

STORM SEWER IMPROVEMENT NO. 31

- Morning View First Addition Area
4.0%¹; 15 years

SANITARY SEWER IMPROVEMENT NO. 105

WATER MAIN IMPROVEMENT NO. 103

- Cherrywood Addition Improvements
4.5%²; 13 years

MISCELLANEOUS UNPAID CHARGES

- Removal of Ice and Snow
- Removal of Solid Waste
- Removal of Noxious Weeds and Vegetation
- Sidewalk Reconstruction

4.0%¹; 1 year

REASSESSMENTS

Danno Addition

- Storm Sewer Improvement No. 13
6.5%³; 10 years
- Sanitary Sewer Improvement No. 75
6.0%³; 15 years
- Water Main Improvement No. 74-09
6.5%³; 15 years

Hy-Vee Addition

- Sanitary Sewer Improvement No. 64
7.2%³; 15 years
- Water Main Improvement No. 74-09
6.5%³; 15 years

¹Based on rate of bond financing 2009 & 2010 improvements

²Based on rate of bond financing 2007 and 2008 improvements

³Based on rate established for the original improvement

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to open the hearing.

Dwayne Haffield, Director of Engineering, presented background information on the improvements and assessment process. Tonight would be the final hearing on the proposed assessments and once adopted they become a lien on the property. Mr. Haffield presented a list of amendments to the October 10, 2011 proposed assessments for the 2011 miscellaneous unpaid charges, noting that Council could amend those charges. Information was also presented on the payment calendar.

Mr. Haffield asked if there was anyone in attendance who wanted to comment on the proposed assessments:

Chuck Rezek - concerns regarding Paving Improvement No. 110 - Marine Avenue - asked for a review of the assessment. Mr. Haffield noted the City's share of that project was approximately 70% and that it had actually come in lower than the expected rate of \$31.96 at \$27.40.

Mr. Rezek inquired if the City's share included School District 518 - Mr. Haffield replied it did not,

the School District is one of the assessed parties.

Mr. Rezek - Basically Marine Avenue is a driveway for the high school - can see where it would be hard to assess but 95% of the traffic and 95% of the wear and tear is going to come from the high school. Mr. Haffield responded they are treated as frontage, the City pays the center 24% of the project but curb and gutter is a big factor in assessments - the more curb and gutter the higher the assessment. Also, the School District pays a slightly higher rate because the street was built heavier than it would have been if it was just a residential street.

Mr. Rezek - second point, the property at Lot 1, Block 1 - her assessment was slightly higher. Mr. Haffield said the only reason that would happen is a wider lot.

Mr. Rezek - she doesn't have driveway access and as far as he can see the curb wasn't really redone - everybody else on Marine Avenue had new driveways put in. She should pay less. Mr. Haffield said it isn't the individual curb and gutter amounts, it's the total.

Mr. Rezek - but she doesn't have access to Marine Avenue with a driveway, and you put in driveways for everyone else.

Mr. Haffield - whether the street abuts or not and whether there's access or not it gets down to frontage on the street - the driveway issue is incidental. It tends to be a big cost but it's not deliberately targeting the driveways. If the curb and gutter in front of the driveway is bad the driveway becomes collateral damage-it needs to come out to take care of the street. They look at the overall benefit of an improved street - the overall benefit of the infrastructure to the property.

Mr. Rezek - at the same time, she does not have access to Marine Avenue, she has access to Clary Street.

Mr. Haffield - she would get a corner lot allowance on one of the two sides - whichever the long side is. Clary is state aid and probably not getting assessed at all. On corner lots both sides get assessed but the long side is assessed half and the short is full. If her short side is Marine, and it appears to be, she gets the full assessment on Marine.

Mr. Rezek - third point is did they do sewer and other improvements on that street?

Mr. Haffield - previously, we had been in there with water, sewer is televised checked before we do these - there may or may not have been a spot repair there, but water was replaced and storm sewer had some spot repair. There was some work done that was not part of this project - a sewer repair - those costs are not in here but are charged to the sewer fund.

Mr. Rezek passed some photos around of flooding that occurs on Marine Avenue - he is curious about the sewers and having gray water pumped out into the street all the time when it rains.

Mr. Haffield - The storm sewer system that exists in Marine is a contemporary system - put in in the 80's, a fairly large outlet in County Ditch 12 by the School Administration building. It has been updated - we design for five year events and street flooding can begin after five years. Definitely seen storms in the last few years consistently breaking out of this design standard.

Mr. Rezek - twice a year is more than five years.

Mr. Haffield - we've seen events greater than that. The high school existed when that system was designed. We don't promise or offer that flooding won't exist - the town is very flat and it would be very expensive to raise that design standard much higher. There will be street intersection flooding. We had a 3-inch event in July, preceded by an inch and a half - conditions were quite severe. Mr. Haffield discussed the separate storm sewer and sanitary sewer issues, including the pumping of the sanitary sewer during such flooding and the flooding cycles.

Karen Molitor - I live on Marine right across from the parking lot and don't have a basement to get water in, but that's the first thing that floods when it rains hard, it overflows into everybody's yard. The big tile that runs in the ditch and the two manholes, they're always full of garbage - the kids throw their papers and bags from McDonald's there. Right now there's water sitting in front of my house and we haven't hardly had any rain.

Mr. Haffield - litter could be a higher problem there than with most neighborhoods, generally the street sweeping program is based on the normal conditions throughout town - doesn't know how realistic it is to target that - maybe bring it to the attention of the School District - not sure how much they can control the kids to stop littering the street. The comments are noted, but not sure what to do about litter.

The motion was made by Alderman Wood, seconded by Alderman Kuhle and unanimously carried to close the hearing.

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to approve the proposed assessments as amended.

AGENDA APPROVED WITH ADDITION

Staff requested an addition to the agenda of item *F.5. Modification and Extension of Lease Between Michael A. Schwalbach and the City of Worthington for Senior Center Facility.*

Mayor Oberloh noted that Carlos Tate had visited with him earlier and was at the meeting to address Council regarding an earlier decision concerning Orchard Knoll Park.

The motion was made by Alderman Ten Haken, seconded by Alderman Woll and unanimously

carried to approve the agenda with the requested additions.

CONSENT AGENDA APPROVED

The motion was made by Alderman Woll, seconded by Alderman Wood and unanimously carried to approve the consent agenda as follows:

- City Council Minutes of regular meeting September 26, 2011
- Minutes of Boards and Commissions - Planning Commission/Board of Appeals Minutes of October 5, 2011
- Bills Payable and totaling \$676,379.07 be ordered paid

At this time Mayor Oberloh noted item G.1. would be taken out of order to accommodate those in attendance at the meeting for the item.

WORTHINGTON REGIONAL HEALTH CARE FOUNDATION, INC. GRANT ACCEPTED AND RECOMMENDATION FOR PARK PLAY EQUIPMENT / PARK CAPITAL IMPROVEMENT PROGRAM BUDGET APPROVED

Jim Laffrenzen, Public Works Superintendent, presented a Park Capital Improvement Program Budget based on the findings of a loss control consultant from the League of Minnesota Cities during a recent visit/survey of selected playgrounds and dialogue on other loss control issues related to the parks and recreation department. The estimated total cost to remedy the findings is \$189,491.12. The Park Advisory Board had considered the findings at their August meeting and discussed various options including removal of the park equipment at Pleasant and Orchard Knoll Parks, including the tennis court in Orchard Knoll Park. The Park Advisory Board also determined to apply for a grant with the Worthington Regional Health Care Foundation in the amount of \$111,712.64 before removing the equipment, and was recently awarded the grant in the requested amount. The remaining costs of \$77,779.28 would be funded by in-house resources and a donation by Worthington Excavating. Bob Demuth, Jr., Executive Director of the Worthington Regional Health Care Foundation, was present at the Council meeting and presented the City with a commemorative check for the grant.

Carlos "Corky" Tate displayed a letter circulated to and signed by several neighbors in the Orchard Knoll Park area, asking Council to reconsider their earlier decision to remove the tennis courts at Orchard Knoll Park as they frequently used the courts, and to at least consider converting it into a pickle ball court. Scott Rosenberg, Park Superintendent, noted that the courts would be playable again if the cracks were filled, but it would need to be overlaid in a few years as the pavement was starting to break up - lines would need to be painted on the courts for pickle ball.

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried

to accept the grant from the Worthington Health Care Foundation and approve the park capital improvement program.

The motion was made by Alderman Ten Haken, seconded by Alderman Nelson and unanimously carried to approve a reasonable temporary patch at a small amount of cost next spring, if the pickle ball issue is a matter of painting stripes and doesn't affect tennis play as well, give it an outdoor trial, we'll do that and see how it goes and don't expend any major dollars until we can assess the whole tennis situation, defer the demolition.

LEASE AGREEMENT BETWEEN CITY OF WORTHINGTON AND UNIVERSITY OF MINNESOTA EXTENSION SERVICE APPROVED

Council considered a proposed lease agreement between the City of Worthington and the University of Minnesota Extension Service for 2,500 square feet of office space within the 22,500 square feet of the Biotechnology Advancement Center (BAC), as requested by Worthington Regional Economic Development Corporation. The lease includes the following general provisions:

- Exclusive use of the three classrooms for not less than 120 hours per year including technology access.
- One year term beginning October 15, 2011 with the right for the University to extend the lease for five two-year extensions for a total of 11 years. The University has the right to terminate upon a 60 day notice. Annual increases are capped at 2%. The City has no option to remove the tenant over the 11 year period.
- Monthly rent is \$2,083.33, or \$.83 per square foot per month.
- All taxes, snow removal, trash and recycling service, window cleaning two times per year, maintenance, signage, general liability insurance, custodial and utility expenses are all the responsibility of the City.

Following a lengthy discussion, the motion was made by Alderman Kuhle, seconded by Alderman Woll and unanimously carried to approve the lease agreement for the University of Minnesota Extension Service at the Biotechnology Advancement Center, contingent on approval by the EDA and DEED.

Alderman Wood left the meeting at this time.

ORDINANCE NO. 1046 ADOPTED AMENDING ORDINANCE NO. 538-4 AND TO CODIFY IT IN THE WORTHINGTON CITY CODE TITLE XI, CHAPTER 111, SECTION 111.04 - RELATING TO THE MUNICIPAL LIQUOR STORE

Pursuant to published notice this was the time and date set for the third reading of a proposed ordinance amending Ordinance No. 538-4 and to correct its omission during the last codification

process, and codify it in Title XI of the Worthington City Code, Chapter 111. Section 111.04 - relating to the Municipal Liquor Store.

The motion was made by Alderman Woll, seconded by Alderman Ten Haken and with Alderman Wood absent, was unanimously carried to give a third reading to and subsequently adopt the following ordinance:

ORDINANCE NO. 1046

AN ORDINANCE TO AMEND EXISTING ORDINANCE NO. 538-4 AND CODIFY IT IN THE WORTHINGTON CITY CODE TITLE XI, BUSINESS REGULATIONS, CHAPTER 111, SECTION 111.04 RELATING TO THE MUNICIPAL LIQUOR STORE

(Refer to Ordinance File for complete copy of Ordinance)

RESOLUTION NO. 1047 ADOPTED AMENDING TITLE XI, CHAPTER 111 OF THE WORTHINGTON CITY CODE - PERTAINING TO LIQUOR LIABILITY INSURANCE

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance amending Title XI, Chapter 111 of the Worthington City Code pertaining to Liquor Liability Insurance.

The motion was made by Alderman Woll, seconded by Alderman Nelson and, with Alderman Wood absent, was unanimously carried to give a third reading to and subsequently adopt the following ordinance:

ORDINANCE NO. 1047

AN ORDINANCE TO AMEND TITLE XI, CHAPTER 111, SO AS TO CREATE SUBCHAPTER 111.05 AND TO REPEAL CHAPTER 111, SECTION 111.18 AND CHAPTER 111 SECTION 111.57 PERTAINING TO LIQUOR LIABILITY INSURANCE

(Refer to Ordinance File for complete copy of Ordinance)

RESOLUTION NO. 1048 ADOPTED VACATING A PORTION OF A PLATTED UTILITY EASEMENT - ORCHARD KNOLL ADDITION

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance vacating a portion of a platted utility easement in Orchard Knoll Addition as follows:

The following described portion of the platted public utility easement in Lot 3, Block

2, Orchard Knoll Addition, City of Worthington, Nobles County, Minnesota, be vacated:

The west 3.00 feet of the east 6.00 feet of Lot 3, Block 2, Orchard Knoll Addition, City of Worthington, Nobles County, Minnesota.

The motion was made by Alderman Woll, seconded by Alderman Ten Haken and, with Alderman Wood absent, was unanimously carried to give a third reading to and subsequently adopt the following ordinance vacating a portion of a platted utility easement legally described as follows:

ORDINANCE NO. 1048

AN ORDINANCE TO VACATE PART OF A PLATTED PUBLIC UTILITY EASEMENT IN LOT 3, BLOCK 2, ORCHARD KNOLL ADDITION

(Refer to Ordinance File for complete copy of Ordinance)

MODIFICATION AND EXTENSION OF LEASE AGREEMENT BETWEEN CITY OF WORTHINGTON AND MICHAEL A SCHWALBACH FOR SENIOR CENTER FACILITY APPROVED

The motion was made by Alderman Woll, seconded by Alderman Kuhle and, with Alderman Wood absent from the meeting, was unanimously carried to approve the modification and lease extension agreement between the City of Worthington and Michael Schwalbach for the Senior Center Facility in the building at located at 1131 Oxford Street.

The current agreement expired June 30, 2011 and was at a lease rate of \$500.00 per month. The modification and extension includes the same provisions as the original lease dated July 1, 2009, except at the increased rate of \$525.00 per month, and shall expire November 30, 2012.

PROPOSAL FROM HDR FOR PROFESSIONAL SERVICES FOR RESIDUAL CHLORINE LIMITATION STUDY APPROVED

Alderman Wood returned to the meeting at 8:34 p.m.

The motion was made by Alderman Kuhle, seconded by Alderman Nelson and unanimously carried to approve the proposal from HDR for professional services for a residual chlorine limitation study at the proposed cost of \$19,530.

SPECIAL USE PERMIT APPROVED - 614 BRISTOL AVENUE

The owner of the property located at 614 Bristol Avenue, which is within the flood plain, was seeking a special use permit that would allow the construction of a 10' x 17' addition with an alternative method of flood proofing by dry basement design. The Planning Commission considered the application at their October 4, 2011 meeting and were unanimously recommending approval of the permit with the following conditions:

1. The applicant follows the Engineer's report dated September 19, 2011.
2. Any basement egress windows must include the construction of window well that will raise the elevation surrounding the window opening to a minimum elevation of 1576.7 feet.
3. The applicant properly utilizes a method as to minimize sediment runoff during construction.

The motion was made by Alderman Kuhle, seconded by Alderman Ten Haken and unanimously carried to approve the special use permit for 614 Bristol Avenue.

SOUTHWESTERN MENTAL HEALTH CENTER, INC. REQUEST FOR WORTHINGTON REDISCOVERED PROGRAM FUNDING APPROVED

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the Southwest Mental Health Center's request for \$30,000 from the Worthington Rediscovered Program for renovation of the former Unity House at 1224 Fourth Avenue, with the condition that the garage must be used as a garage and not living quarters.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - Met with Representative Hamilton and others at the Nobles County Government Center - their message was that even though we all have lobbyists they want to hear from the constituents themselves.

Alderman Ten Haken - nothing to report.

Alderman Kuhle - nothing to report.

Alderman Nelson - Thanked the City of allowing him to represent us in Cuero, Texas for Turkeyfest...had a great time. Impressed with their hospitality and facilities-visited an oil rig.

Alderman Wood - nothing to report.

Alderman Woll - nothing to report.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, reported he had attended Minnesota West's 75 anniversary celebration - appreciates what they are doing in the community.

CLOSED SESSION UNDER MS 13D.05, SUBD. 3(C) - REVIEW CONFIDENTIAL OR NONPUBLIC APPRAISAL DATA UNDER SECTION 13.44 - ACQUISITION OF RIGHT

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**OF WAY AND EASEMENT FOR TH 59 NORTH INFRASTRUCTURE IMPROVEMENTS -
PARCEL 31-3856-000, PARCEL 31-3853-000, PARCEL 31-3832-000**

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to close the meeting at 8:55 p.m. The following were in attendance at the closed session: Mayor Oberloh, Aldermen Ten Haken, Alderman Kuhle, Alderman Nelson, Alderman Wood, Alderman Woll, Zuby Jansen, Craig Clark, Janice Oberloh, Dwayne Haffield, Doug Johnson.

The motion was made by Alderman Ten Haken, seconded by Alderman Wood and unanimously carried to reopen the meeting at 9:49 p.m.

ADJOURNMENT

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to adjourn the meeting at 9:50 p.m.

Janice Oberloh, CMCM
City Clerk

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING, OCTOBER 27, 2011**

The meeting was called to order at 6:30 a.m. in City Hall Council Chambers by Mayor Alan E. Oberloh with the following Aldermen present: Lyle Ten Haken, Mike Kuhle, Scott Nelson, Ron Wood, Mike Woll. Absent: Carol "Zuby" Jansen, Honorary Council Member.

Staff present: Craig Clark, City Administrator; Brad Chapulis, Director of Community/Economic Development; Janice Oberloh, City Clerk; Dan Wycoff, Liquor Store Manager (6:35 a.m.); Dwayne Haffield, Director of Engineering (7:20) a.m.

Others present: Ana Anthony, Daily Globe; Glenn Thuringer and Dan Greve, Worthington Regional Economic Development Corporation.

**WORTHINGTON REGIONAL ECONOMIC DEVELOPMENT CORPORATION (WREDC)
2012 BUDGET AND 2011 BUDGET AMENDMENT APPROVED**

Glenn Thuringer, WREDC, presented a profit and loss statement for 2011 and proposed 2012 budget for WREDC. Expenses in personnel, lodging and conference travel were down in 2011, but the local bioscience conference came in at \$44,000, well over the budgeted amount of \$24,000.

The proposed 2012 budget included a 3% increase in expenses. Mr. Thuringer noted the income from the City, County, and Utilities were proposed to remain the same as last year at \$140,900. Following discussion, it was noted the proposed amount to come from the City was actually \$4,000 more than 2011.

Mr. Thuringer was also asking for additional funds from the 2011 Economic Development Levy for a computer and software (\$4,000), contribution towards a grant writer for a NSF grant (\$2,000) and for a major marketing campaign, for a total of \$14,000.

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to approve the WREDC 2012 Economic Development Budget as presented.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the additional 2011 budget request.

2012 PROPOSED LIQUOR STORE BUDGET

Dan Wycoff, Liquor Store Manager, presented the proposed 2012 Liquor Store budget, which reflects an 8-9% increase in sales, and presumes no new store. The budget includes repair/replacement of two roof air units and a big cooler if they should fail. The anticipated capital use is \$23,000.

APPLICATION FOR STREET CLOSURE FOR HOLIDAY PARADE APPROVED

This item was taken out of order.

The motion was made by Alderman Woll, seconded by Alderman Wood and unanimously carried to approve an application for street closure from the Retail Committee of the Chamber of Commerce as follows:

Event: Holiday Parade
Time/Date: 4:30 p.m to 8:00 p.m., Tuesday, November 15, 2011
Requested Streets: 10th Street from 1st Avenue to 6th Avenue

FINAL LEVY CERTIFICATION DISCUSSION

Council discussed the 2012 Levy, currently proposed at 11.9% increase over 2011, with an effective increase of 4.3%. Union contracts are not yet settled, and Craig Clark, City Administrator, noted the City is looking at a 20% reduction in funding from the state. Council expressed their opinion at this time is to stay at the current level of 11.9%.

2012 STORM WATER BUDGET APPROVED

Staff presented the 2012 storm water budget for Council consideration, noting an additional \$23,000 is needed for the proposed budget, which includes \$8,000 to the ERS for two new items, the CIP is up \$3,000 for new revenues, and there is a \$4,000 increase for contract repair items. The budget translates to a 4.1% increase in rates.

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to approve the 2012 Storm Water budget as presented.

ADJOURNMENT

The motion was made by Alderman Nelson, seconded by Alderman Wood and unanimously carried to adjourn the meeting at 7:50 a.m.

Janice Oberloh, MCMC
City Clerk

UNAPPROVED

**WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
NOVEMBER 7, 2011**

The regular meeting of the Water and Light Commission was called to order in the Worthington Public Utilities Conference Room at 7:00 A.M., CST, by President Robert J. Demuth with the following members present: Ron Wood and Gary Hoffmann. Absent were Randy Thompson (excused) and James Elsing (excused).

Staff members present were Scott Hain, General Manager; Deb Scheidt, Secretary to the Commission

Others present: None

AGENDA ADDITIONS/CLOSURE

Scott Hain, General Manager, requested the addition of *Agreement for Sharing of Fiber Optic Capacity*. A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to close the agenda with the addition of *Agreement for Sharing of Fiber Optic Capacity*.

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Hoffmann, seconded by Commissioner Wood and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held October 17, 2011.

WATER DEPARTMENT 2012 STRATEGIC FINANCIAL PLAN

The 2012 Water Department Strategic Financial Plan was presented to the Commission for consideration. The plan included the Water Department budget, five-year operation and maintenance expense summary, five-year capital improvement program, equipment and vehicle revolving schedule, five-year flow of funds summary, water rate schedule and typical bills and the reserve account policy.

During review of the plan, Mr. Hain reported that, based on the projected water sales for 2012, no change in water rates is required to accommodate the expenditures included in the proposed 2012 budget.

Following review, a motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to approve the 2012 Water Department Strategic Financial Plan as presented.

WATER DEPARTMENT STAFFING

Scott Hain, General Manager, reported that a position opening for a Water Operator was recently advertised as the result of a vacancy in the Water Department. Sixteen applications were received. Mr. Hain also reported that he recently received a notice of retirement effective December 30, 2011, from another Water Operator. Mr. Hain reported that several good applications were received and it was the recommendation of staff and the consensus of the Commission to fill both Water Operator positions out of the pool of applications received.

SNOWMOBILE TRAIL PERMIT

Scott Hain, General Manager, reported that he received a request from the Frosty Riders Snowmobile Club to execute a trail permit that would allow the club to maintain a marked and groomed snowmobile trail across a parcel of City-owned land in Section 35 of Bigelow Township. The proposed trail would traverse approximately 1.36 acres of property formerly belonging to Alan Adams and deeded to the City of Worthington by Pheasants Forever in 2010. Worthington Public Utilities currently maintains two active production wells on the property. A copy of the proposed trail permit was provided to Commission members. Mr. Hain reported that the proposed permit was reviewed by the City Attorney and will be reviewed by Nickel and Associates.

After discussion, it was the consensus of the Commission that they would not be opposed to the request. Mr. Hain reported that the City Council would have the final decision on whether or not to approve the permit request and that he would relay the Commission's sentiments to the City Administrator should the Council choose to take the matter under consideration.

SUBSTATION TIE TRANSMISSION PROJECT UPDATE

Scott Hain, General Manager, provided the Commission with an update on the substation tie transmission project.

CUSTOMER BANKRUPTCY ISSUE

Scott Hain, General Manager, provided the Commission with information relating to a commercial customer bankruptcy filing.

AMERICAN PUBLIC POWER ASSOCIATION (APPA) LEGISLATIVE RALLY

Scott Hain, General Manager, reported that the American Public Power Association (APPA) Legislative Rally will be held in Washington, DC, on March 12-15, 2012.

AGREEMENT FOR SHARING OF FIBER OPTIC CAPACITY

Scott Hain, General Manager, presented the Commission with a draft Agreement for Sharing of Fiber Optic Capacity between Worthington Public Utilities and Nobles County. The agreement allows for the parties to jointly utilize fiber optic capacity between certain points within the City of Worthington. Discussion was held on cost sharing, capacity rights and operating issues. Mr. Hain reported that both the City and the County attorneys have reviewed the agreement.

After discussion, a motion was made by Commissioner Hoffmann, seconded by Commissioner Wood and unanimously carried to approve the agreement in substantially the form presented. If any significant changes are requested by Nobles County, the agreement will be brought back to the Commission for further consideration.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to approve the utility bills payable totaling \$174,145.33 for October 21, October 28 and November 4, 2011.

ADJOURNMENT

A motion was made by Commissioner Demuth, seconded by Commissioner Hoffmann and unanimously carried to adjourn the meeting at 7:37 A.M., CST. President Demuth declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

UNAPPROVED

**WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
OCTOBER 17, 2011**

The regular meeting of the Water and Light Commission was called to order in the Worthington Public Utilities Conference Room at 7:00 A.M., DST, by Vice-President Randy Thompson with the following members present: James Elsing, Ron Wood and Gary Hoffmann. Absent was Robert J. Demuth (excused).

Staff members present were Scott Hain, General Manager; Deb Scheidt, Secretary to the Commission

Others present: None

AGENDA ADDITIONS/CLOSURE

A motion was made by Commissioner Hoffmann, seconded by Commissioner Wood and unanimously carried to close the agenda as presented.

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Elsing, seconded by Commissioner Hoffmann and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held September 19, 2011.

FINANCIAL STATEMENTS AND STAFF REPORTS

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to accept the financial statements and the staff reports for September 2011.

QUARTERLY HALOACETIC ACIDS (HAA5) AND TRIHALOMETHANE (THM) RESULTS

A copy of the letter from the Minnesota Department of Health (MDH) to the Water and Light Commission dated September 15, 2011, and the Final Report generated August 22, 2011, for the Quarterly Haloacetic Acids (HAA5) and Trihalomethane (THM) Results was provided to Commission members.

A motion was made by Commissioner Wood, seconded by Commissioner Elsing and unanimously carried to receive the Quarterly Haloacetic Acids (HAA5) and Trihalomethane (THM) Report.

FRIDAY AFTER THANKSGIVING

At their September 12, 2011, regular meeting, the City Council approved the closing of City Hall and other City departments for the day on Friday, November 25 (the day after Thanksgiving). Since the City of Worthington does not recognize the Friday after Thanksgiving as a legal holiday, employees taking the day off would be required to use PTO, their floating holiday comp time or take the time off without pay.

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to approve the closing of Worthington Public Utilities' offices as well as the non-essential electric, water and wastewater functions on Friday, November 25, 2011.

WASTEWATER DECHLORINATION PLAN

Scott Hain, General Manager, reported that utility staff met with Donohue and Associates on October 10, 2011, to further discuss options and finalize recommendations to be included in the municipal wastewater dechlorination plan. The dechlorination plan is a requirement of our reissued NPEDS permit. The plan must be submitted to the Minnesota Pollution Control Agency by April 2012 with compliance achieved by April 2014. Mr. Hain reported that three dechlorination methods are being evaluated along with associated costs for each method.

2012 WHOLESALE ELECTRIC AND TRANSMISSION RATES

Scott Hain, General Manager, provided the Commission with a presentation on the 2012 wholesale electric and transmission rates as approved by the Missouri River Energy Services (MRES) Board of Directors at their October 13, 2011, regular meeting.

Mr. Hain reported that the MRES summer demand rate will increase from \$16.60/kW to \$18.85/kW. The winter demand rate will increase from \$13.60/kW to \$14.85/kW. The spring and fall demand rates will decrease from \$10.60/kW to \$8.35/kW. The IS transmission rate will remain at \$2.65/kW, the Split Rock transmission rate will remain at \$6.50/kW and the MRES energy rate will remain at \$0.0265/kWh. Mr. Hain reported that increases in the summer and winter demand rates and decreases in the spring and fall demand rates represent a revenue neutral adjustment overall for MRES.

The presentation also included information on S-1 member total energy growth from 2006 to 2012, projected 2012 energy sources and energy uses and 2012 Missouri River Energy Services/Western Minnesota Municipal Power Agency budgeted revenues and expenses. A comparison of projected 2012 area wholesale power rates was also presented.

SUBSTATION TIE TRANSMISSION PROJECT UPDATE

Scott Hain, General Manager, provided a brief update on the status of the substation tie transmission project which included a brief report on easement acquisitions, airport re-zoning and an anticipated revised timeframe.

LABOR NEGOTIATIONS

Scott Hain, General Manager, provided an update on the ongoing negotiations with I.U.O.E. Local #49.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to approve the utility bills payable totaling \$588,316.32 for September 23, September 29 and October 7, 2011.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Wood and unanimously carried to adjourn the meeting at 7:54 A.M., DST. Vice-President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

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CITY OF WORTHINGTON
TRAFFIC AND SAFETY COMMITTEE MINUTES
1:30 p.m., Wednesday, October 26, 2011
City Hall Council Chambers

The meeting was called to order at 1:35 p.m. by Scott Nelson.

Members Present: Brad Chapulis, Chris Dybevic, Dwayne Haffield, Jim Laffrenzen, Scott Nelson, Steve Schnieder, Dave Skog

Members Absent: Mark Nelson

Others Present: Julie Haack, Secretary; Phil Benson

Approval of Minutes

Steve Schnieder motioned to approve the minutes of the July 27, 2011 meeting. The motion was seconded by Brad Chapulis and passed unanimously.

Traffic and Safety Committee Business

CSAH 10 and CSAH 35

Steve Schnieder reviewed the results of the school zone speed study that he conducted and the time line for improvements to be made in the area of the middle school. Phil Benson, representing some Homewood Hills area residents, is concerned about the safety of children walking to school. He is also concerned about people passing left turning cars on the right and would like to see stop signs at the intersection of CSAH 10 and CSAH 35. Steve Schnieder noted that there is a bypass lane on the right for vehicles to go around the left turning vehicles and that the traffic is only heavy for 10 to 15 minutes twice a day and that does not warrant a stop sign. Phil Benson also asked why the westerly cross walk was removed. The east cross walk requires crossing the road twice. Steve Schnieder explained that the east crossing is much safer than the west crossing even though it requires crossing twice because there fewer visual distractions such as signs and poles so pedestrians are more visible.

Scott Nelson thanked Steve Schnieder for his comprehensive report.

Traffic Accident Report for Betty Avenue and Godfrey Street Intersection

As discussed at the July meeting, a resident of the neighborhood of Betty Avenue and Godfrey Street, concerned about life safety issues, requested that stop signs be installed at that intersection. In response to that request, Chris Dybevic compiled data on accidents at that intersection. In the last several years there has only been one accident that resulted in injuries and those injuries were minor. For that reason, Chris Dybevic motioned to recommend that no changes be made to the intersection except that the lilac bushes should be routinely clipped back. The motion was seconded by Dave Skog and passed unanimously.

Stop Signs on South Douglas Avenue and on Oak Avenue

Oak Avenue is the responsibility of the County and the County has an ordinance that regulates placement stop signs on streets where they intersect county roads; therefore, no action would be taken by the Traffic and Safety Committee regarding Oak Avenue.

The South Douglas Avenue extension to Nobles Street may serve as a minor collector street for the neighborhood. However, there are no controls at any other intersection with Nobles Street. Chris Dybevic motioned to monitor the intersection until next month's meeting. The motion was seconded by Dwayne Haffield and passed unanimously.

Fifteen Minutes Parking Signs in the Alley Behind 212 10th Street (BenLee's Restaurant)

There are currently two 15 minute parking signs in the alley behind 212 10th Street. As the YMCA is no longer in the area, the traffic is primarily from BenLee's Restaurant and the prayer meetings held in the building. There has been no problem with parking. Removing the parking signs may cause an issue with snow removal if cars park in the alley overnight. After discussion regarding the time required to remove snow in the alley, it was determined that "No Parking 1 a.m. to 6 a.m." signs should be installed but the Street Department would make every effort to have the snow removed from the alley by 4 a.m.

To remain consistent with the parking restrictions within the City Center, Chris Dybevic motioned to remove the 15 minute parking signs and to install "No Parking 1 a.m. to 6 a.m." signs on Park Lane from 2nd Avenue to 5th Avenue, and to keep the southerly side of the alley as no parking except while loading or unloading. The motion was seconded by Jim Laffrenzen and passed unanimously.

Other Business

There is concern that snow building up in the unrestricted lane of Humiston Avenue causes parked cars to infringe upon the south bound driving lane. For consideration at the next meeting, Jim Laffrenzen would like the Committee to look at "No Parking 1 a.m. to 6 a.m." restrictions on Humiston Avenue from November 15 to March 31. Vehicles that currently park on the Humiston Avenue would most likely park on the side streets, especially 14th Street and Miller Street, even though the properties affected have alley access. Chris Dybevic noted that there is a traffic hazard at the corner of 14th Street and Humiston Avenue as snow does come out into the driving lane. The adequacy of alley parking was questioned and Steve Schnieder stated that it could be difficult to get out of an alley when it snows because they are often not plowed until later in the day. That along with insufficient alley parking may be why people choose to park in the street.

Rather than wait until the next meeting to make a recommendation, it was decided that if new signs were to be installed, it would be good to give the residents ample time to adjust to the change before snow builds up. Steve Schnieder motioned to install "No Parking 1 a.m. to 6 a.m." from November 15 to March 31 signs on Humiston Avenue from Oxford Street to 14th Street and on 5th Avenue from 14th Street to 12th Street. The motion was seconded by Chris Dybevic. The following members voted for the motion: Brad Chapulis, Chris Dybevic, Jim Laffrenzen, Scott Nelson, Steve Schnieder, Dave Skog. Dwayne Haffield voted against the motion.

Adjournment

As there was no other business before the Committee, Steve Schnieder motioned to adjourn the meeting at 2:55 p.m. The motion was seconded by Brad Chapulis and passed unanimously.

Julie Haack
Secretary

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City of Worthington
Park and Recreation Advisory Board Minutes
5 p.m., Wednesday, October 5, 2011

The meeting was called to order at 5:02 p.m. by Ryan McGaughey in City Hall Council Chambers.

Members present: Phil Benson, Shawn Fritz, Ryan McGaughey, Sara Ricker, Mike Woll
Members absent: Jacoba Nagel (excused)
Staff present: Jim Laffrenzen, Scott Rosenberg, Julie Haack
Others present: None

Approval of Minutes

Shawn Fritz motioned to approve the August 9, 2011 meeting minutes. The motion was seconded by Sara Ricker and passed unanimously.

Determine Action as Result of Grant Award for Playground Equipment

In order to address the deficiencies in playground equipment revealed during a visit made by a League of Minnesota Insurance Trust representative, the City applied for and received a grant from the Worthington Health Care Foundation for replacement of play equipment at Intercity Park, Orchard Knoll Park, and Pleasant Park, and for replacement of individual pieces of equipment in various other parks. It is planned that Intercity Park play equipment and the individual pieces will be replaced this year while Orchard Knoll Park and Pleasant Park will be redone in 2012. Scott Rosenberg reviewed the three quotes for the playground equipment to be installed yet this year. One was discarded as it was \$8,569 higher than the lower quotes submitted by St Croix Recreation Company, Inc., and Midwest Playscapes, Inc., which were within \$300 of each other. Scott recommended accepting the quote submitted by St. Croix Recreation because they use Burke play systems and were the lowest quoter. They have not been used in local parks yet but Scott had spoken with park managers in other Minnesota cities all of whom gave Burke good reviews. Burke offers equipment that is not available from the company with which the City usually works and it will provide a nice variety for the parks.

After discussion regarding the equipment and wood fiber base for the playground, Sara Ricker motioned to approve purchasing Burke play systems from St. Croix Recreation. The motion was seconded by Mike Woll and passed unanimously. It was also decided to approve the tan and green colors for the play equipment as presented because the neutral color scheme has not yet been used in the parks.

It was noted that the unused grant money will be carried over to next year for the replacement of equipment in Orchard Knoll Park and Pleasant Park. The tennis courts at Orchard Knoll Park will be removed during the equipment replacement and neighborhood residents will be notified

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in advance, possibly through a notice in the newspaper, of the removal of the tennis courts. The City will also need to have a current agreement with the School District regarding Pleasant Park.

Update on Hospital Impact Monies Funded Projects

Jim Laffrenzen summarized the projects funded by hospital impact money. The fishing pier at Freedom Shore is installed and the project came in about \$1200 under budget. Millard Walker Park is done and has been well received. It came in about \$6700 over budget. The Centennial Park basketball courts are almost complete. The area around the courts will be dormant seeded, an electrician will wire the lights, the base for the new trash receptacle is in place, and the volleyball courts that are in the trees will be left in place for now because they are used. Because of the amount of work done in house and the reduced amount of fill needed to complete the project, it is under budget by \$58,100. Ehlers Park is still under construction. The paving should be completed by Friday, October 7. The storm water filter system should be finished by late October. The estimated cost of paving is approximately \$35,500 and the \$2,000 cost of the filter system is to be offset by a grant.

There is a balance of about \$85,500 in the hospital impact money for park projects. There are three projects suggested for funding from the remaining money: The outdoor pool site, the Chautauqua Park shelter area, and trail extension at the 7th Avenue and Lake Avenue intersection. Mike Woll would like to see the trail extension completed. Jim Laffrenzen explained that nothing can be done on that project until Larye Mick's survey results are received.

Report on the Tour of McCrory Gardens in Brookings, SD

Scott Rosenberg, Sara Ricker, and Jacoba Nagel toured the McCrory Gardens in Brookings, SD along with Chamber of Commerce Community Improvement Committee members Darlene Macklin and Brenda Hurlbut.

Scott and Sara described the garden which includes tree plantings, developed beds, red quarry rock placed to create a sort of a natural gazebo, and flat and bermed up areas to separate different sections of the garden. South Dakota State University maintains the gardens, which are almost fully funded through memorials and donations from businesses, alumni, and the community.

Scott noted that the original idea for the outdoor pool site was a tree arboretum that was simple but inviting. He questioned the support a larger project would receive from the community and City Council especially in terms of on going maintenance costs. Also, due to the complexity of such a project, Scott is not able to develop an estimate. Jim Laffrenzen will contact a firm in Sioux Falls to request an estimate.

After discussion, it was decided to move slowly with the work at the former outdoor pool site, to somehow gauge community support for the project, to design a plan that fits within an as yet to be defined budget, and to seek alternate funding sources. Sara will research grant opportunities though the Southern Minnesota Arts and Humanities Council.

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Park Supervisor's Report

The driveways at Slater Park have been removed and the area will be dormant seeded. The park department has also been busy trimming or removing trees.

Other Business

Ryan McGaughey reported that Bob Demuth Jr., representing the Worthington Regional Health Care Foundation, will be presenting a check to the Park Board for the grant awarded for play equipment replacement on Monday, October 10 at noon at the Chamber of Commerce. He would like as many Board members there as possible.

Next Meeting

The next meeting will not be scheduled until the survey results are received from Larye Mick. In the meantime, if necessary, Jim Laffrenzen will send a memo updating Board members on projects.

Adjournment

Sara Ricker motioned to adjourn the meeting at 6:22 p.m. The motion was seconded by Mike Woll and passed unanimously.

Julie Haack
Secretary

GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011				2010 Actual
	12 Months Budget	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
REVENUES					
Taxes	\$ 604,398	\$ 453,299	\$ 285,408	\$ (167,891) *	\$ 333,000
Licenses and permits	232,300	174,225	148,847	(25,378)	189,539
Intergovernmental revenue	3,346,851	2,510,139	2,031,691	(478,448) *	1,506,183
Charges for services	490,572	367,929	343,842	(24,087)	330,921
Fines and forfeits	135,800	101,850	67,447	(34,403)	80,233
Miscellaneous revenue	79,719	59,790	28,431	(31,359)	48,010
TOTAL REVENUES	<u>\$ 4,889,640</u>	<u>\$ 3,667,232</u>	<u>\$ 2,905,666</u>	<u>\$ (761,566)</u>	<u>\$ 2,487,886</u>
OTHER SOURCES					
Sale of fixed assets	5,000	3,750	14,292	10,542	3,000
Operating transfer-in	6,184,010	4,638,008	840,702	(3,797,306)	1,061,941
TOTAL REVENUES AND OTHER SOURCES	<u>\$ 11,078,650</u>	<u>\$ 8,308,990</u>	<u>\$ 3,760,660</u>	<u>\$ (4,548,330)</u>	<u>\$ 3,552,827</u>
EXPENDITURES					
General government	\$ 1,855,709	\$ 1,391,786	\$ 1,142,093	\$ 249,693	\$ 1,095,945
Public safety	8,178,410	6,133,810	3,218,290	2,915,520	2,630,035
Public works	683,858	512,895	496,632	16,263	740,582
Culture and recreation	14,080	1,195,319	15,637	1,179,682	13,891
Conservation and development	179,510	134,634	33,626	101,008	17,014
TOTAL EXPENDITURES	<u>\$ 10,911,567</u>	<u>\$ 9,368,444</u>	<u>\$ 4,906,278</u>	<u>\$ 4,462,166</u>	<u>\$ 4,497,467</u>
OTHER USES					
Operating transfer-out	-	-	64,719	(64,719)	-
TOTAL EXPENDITURES AND OTHER USES	<u>\$ 10,911,567</u>	<u>\$ 9,368,444</u>	<u>\$ 4,970,997</u>	<u>\$ 4,397,447</u>	<u>\$ 4,497,467</u>
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	<u>\$ 167,083</u>	<u>\$ (1,059,454)</u>	<u>\$ (1,210,337)</u>	<u>\$ (150,883)</u>	<u>\$ (944,640)</u>

* The tax payments are received in June and December for approximately half of the current year levy. The LGA (intergovernmental revenue), is received in July and December with \$1,515,039 received each time.

GENERAL FUND
SCHEDULE OF REVENUES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
Taxes				
Property taxes	\$ 448,799	\$ 282,144	\$ (166,655)	\$ 329,252
Gambling taxes	4,500	3,264	(1,236)	3,748
Total taxes	\$ 453,299	\$ 285,408	\$ (167,891)	\$ 333,000
Licenses and permits				
Alcoholic beverage license	\$ 24,000	\$ 29,083	\$ 5,083	\$ 28,850
Other business licenses and permits	2,775	3,620	845	2,680
Building permits	82,500	60,399	(22,101)	106,636
Plumbing/mechanical permits	4,500	6,679	2,179	6,021
Misc development permits	300	445	145	295
Zoning fees	1,650	1,214	(436)	1,072
Gas franchise fees ¹	58,500	47,407	(11,093)	43,985
Total licenses and permits	\$ 174,225	\$ 148,847	\$ (25,378)	\$ 189,539
Intergovernmental revenue				
Federal grants				
Police	\$ 15,750	\$ 541,196	\$ 525,446	\$ 28,215
Public works	-	1,910	1,910	-
State grants				
Local government aid	2,272,559	1,352,554	(920,005)	1,352,554
Other	57,330	76,810	19,480	105,795
State shared				
Insurance premium tax-fire ²	26,479	40,978	14,499	1,000
Insurance premium tax-police ²	121,521	-	(121,521)	-
County aid				
Highway grants	16,500	18,243	1,743	18,619
Total intergovernmental revenue	\$ 2,510,139	\$ 2,031,691	\$ (478,448)	\$ 1,506,183
Charges for services				
General government	\$ 228,824	\$ 187,760	\$ (41,064)	\$ 185,469
Public safety	26,518	33,857	7,339	27,897
Highways and streets	11,250	18,924	7,674	19,631
Sanitation	101,337	103,301	1,964	97,924
Total charges for services	\$ 367,929	\$ 343,842	\$ (24,087)	\$ 330,921
Fines and forfeits				
Court fines and forfeitures	\$ 101,850	\$ 67,447	\$ (34,403)	\$ 80,233
Total fines and forfeits	\$ 101,850	\$ 67,447	\$ (34,403)	\$ 80,233

¹Received quarterly²Received only in October

(Continued)

GENERAL FUND
SCHEDULE OF REVENUES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
Miscellaneous revenue				
Special assessments	\$ -	\$ 17	\$ 17	\$ 404
Interest earnings-regular ³	13,109	8,344	(4,765)	1,487
Interest earnings-loans ⁴	34,681	-	(34,681)	12,062
Rents	-	11,233	11,233	1,620
Other revenues	11,250	3,188	(8,062)	18,960
Contributions/donations	750	5,270	4,520	13,039
Election filing fees	-	-	-	-
Dividends	-	143	-	153
Copies	-	236	-	285
Total miscellaneous revenue	<u>\$ 59,790</u>	<u>\$ 28,431</u>	<u>\$ (31,738)</u>	<u>\$ 48,010</u>
Total revenue	<u>\$ 3,667,232</u>	<u>\$ 2,905,666</u>	<u>\$ (761,945)</u>	<u>\$ 2,487,886</u>
Other sources				
Sale of fixed assets	\$ 3,750	\$ 14,292	\$ 10,542	\$ 3,000
Operating transfer-in				
PD Task Force Fund	2,250	-	(2,250)	1,125
WRH Fund ⁵	3,900,000	-	(3,900,000)	278,297
PIR's	23,850	23,529	(321)	27,603
Electric Fund	456,908	470,610	13,702	454,910
Liquor Fund	150,000	150,003	3	150,003
Other*	105,000	196,560	91,560	150,003
Total other sources	<u>\$ 4,641,758</u>	<u>\$ 854,994</u>	<u>\$ (3,786,764)</u>	<u>\$ 1,064,941</u>
Total revenue and other sources	<u>\$ 8,308,990</u>	<u>\$ 3,760,660</u>	<u>\$ (4,548,709)</u>	<u>\$ 3,552,827</u>

³First six months share recorded in July and last six months recorded in December

⁴Recorded in December

⁵The variance is due to timing for Worthington Rediscovered \$300,000, ARMER \$750,000, fire station building \$4,100,000 and Clean Water Partnership \$50,000 transfers.

*Operating Transfer-in-Other includes transfers for PD Task Force & K-9 (\$53,640.56), Fire Hall roof (\$15,000), ADI property taxes from prior years (\$22,916) & Insurance Fund (\$105,003)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
General government				
Mayor and council				
Personnel services	\$ 94,764	\$ 86,785	\$ 7,979	\$ 74,083
Supplies	525	240	285	134
Other services and charges	7,313	7,867	(554)	4,651
Total mayor and council	\$ 102,602	\$ 94,892	\$ 7,710	\$ 78,868
Administration				
Personnel services	\$ 96,239	\$ 90,799	\$ 5,440	\$ 83,077
Supplies	75	43	32	80
Other services and charges	10,988	11,023	(35)	12,544
Total administration	\$ 107,302	\$ 101,865	\$ 5,437	\$ 95,701
Clerk's office and elections				
Personnel services	\$ 116,176	\$ 110,797	\$ 5,379	\$ 100,551
Supplies	2,288	1,582	706	1,110
Other services and charges	15,608	10,961	4,647	18,672
Total clerk's office and elections	\$ 134,072	\$ 123,340	\$ 10,732	\$ 120,333
Finance				
Personnel services	\$ 116,726	\$ 110,197	\$ 6,529	\$ 103,451
Supplies	2,025	1,149	876	794
Other services and charges	56,480	61,680	(5,200)	60,724
Total finance	\$ 175,231	\$ 173,026	\$ 2,205	\$ 164,969
Assessing				
Other services and charges	\$ 78,525	\$ 78,525	\$ -	\$ 78,525
Total assessing	\$ 78,525	\$ 78,525	\$ -	\$ 78,525
Legal				
Other services and charges	\$ 28,500	\$ 23,550	\$ 4,950	\$ 21,448
Total legal	\$ 28,500	\$ 23,550	\$ 4,950	\$ 21,448
Engineering				
Personnel services	\$ 182,407	\$ 172,332	\$ 10,075	\$ 156,716
Supplies	5,696	4,148	1,548	2,649
Other services and charges	15,188	10,556	4,632	10,822
Total engineering	\$ 203,291	\$ 187,036	\$ 16,255	\$ 170,187

(Continued)

(Continued)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
Community & economic development				
Personnel services	\$ 202,639	\$ 169,863	\$ 32,776	\$ 157,270
Supplies	2,948	2,333	615	1,578
Other services and charges	283,958	24,364	259,594	48,096
Capital outlay	13,875	-	13,875	-
Total community & economic development	\$ 503,420	\$ 196,560	\$ 306,860	\$ 206,944
General government buildings				
Personnel services	\$ 7,880	\$ 11,927	\$ (4,047)	\$ 11,216
Supplies	1,500	931	569	1,611
Other services and charges	23,010	25,728	(2,718)	28,781
Total general government buildings	\$ 32,390	\$ 38,586	\$ (6,196)	\$ 41,608
Other general government				
Supplies	\$ 75	\$ 187	\$ (112)	\$ 71
Other services and charges ⁶	26,378	124,526	(98,148)	37,291
Capital outlay	-	-	-	80,000
Total other general government	\$ 26,453	\$ 124,713	\$ (98,260)	\$ 117,362
Total general government	\$ 1,391,786	\$ 1,142,093	\$ 249,693	\$ 1,095,945
Public safety				
Police department				
Personnel services	\$ 1,713,509	\$ 1,685,313	\$ 28,196	\$ 1,532,311
Supplies	90,000	75,902	14,098	78,933
Other services and charges ⁷	442,349	974,981	(532,632)	468,184
Capital outlay	594,758	82,849	511,909	340,894
Total police department	\$ 2,840,616	\$ 2,819,045	\$ 21,571	\$ 2,420,322
Fire department				
Personnel services	\$ 96,938	\$ 105,010	\$ (8,072)	\$ 103,286
Supplies	9,244	16,968	(7,724)	4,173
Other services and charges	36,173	12,614	23,559	30,978
Capital outlay	3,075,000	203,509	2,871,491	11,825
Total fire department	\$ 3,217,355	\$ 338,101	\$ 2,879,254	\$ 150,262
Civil defense				
Supplies	\$ 150	\$ -	\$ 150	\$ -
Other services and charges	240	184	56	164
Total civil defense	\$ 390	\$ 184	\$ 206	\$ 164

⁶ Variance due to sale of Serie property at a loss⁷ Variance due to reimbursement of mobile radios

(Continued)

(Continued)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
Animal control				
Personnel services	\$ 15,266	\$ 14,352	\$ 914	\$ 13,157
Supplies	2,250	2,502	(252)	1,530
Other services and charges	2,280	624	1,656	714
Total animal control	\$ 19,796	\$ 17,478	\$ 2,318	\$ 15,401
Code enforcement				
Personnel services	43,420	38,699	4,721	38,504
Supplies	1,200	1,447	(247)	1,663
Other services and charges	11,033	3,336	7,697	3,719
Total code enforcement	\$ 55,653	\$ 43,482	\$ 12,171	\$ 43,886
Total public safety	\$ 6,133,810	\$ 3,218,290	\$ 2,915,520	\$ 2,630,035
Public works				
Streets				
Personnel services	\$ 262,601	\$ 263,387	\$ (786)	\$ 288,650
Supplies	122,063	107,509	14,554	93,707
Other services and charges	70,474	84,092	(13,618)	70,514
Capital outlay	-	-	-	14,090
Total streets	\$ 455,138	\$ 454,988	\$ 150	\$ 466,961
Street lighting				
Other services and charges	\$ -	\$ -	\$ -	\$ 194,595
Total street lighting	\$ -	\$ -	\$ -	\$ 194,595
City wide spring clean-up				
Personnel services	\$ 13,431	\$ 11,577	\$ 1,854	\$ 18,245
Supplies	938	864	74	2,520
Other services and charges	43,388	29,203	14,185	58,261
Total city wide spring clean-up	\$ 57,757	\$ 41,644	\$ 16,113	\$ 79,026
Total public works	\$ 512,895	\$ 496,632	\$ 16,263	\$ 740,582

(Continued)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
For the Nine Months Ended September 30, 2011

	2011			2010 Actual
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	
Culture and recreation				
Community Center				
Personnel services	\$ 24,072	\$ -	\$ 24,072	\$ -
Supplies	2,775	312	2,463	-
Other services and charges	32,912	1,340	31,572	-
Capital outlay	1,125,000	-	1,125,000	-
Total Community Center	\$ 1,184,759	\$ 1,652	\$ 1,183,107	\$ -
Band				
Supplies	\$ -	\$ -	\$ -	\$ -
Other services and charges	10,560	13,985	(3,425)	13,891
Total Band	\$ 10,560	\$ 13,985	\$ (3,425)	\$ 13,891
Total culture and recreation	\$ 1,195,319	\$ 15,637	\$ 1,179,682	\$ 13,891
Conservation and development				
Clean water partnership project				
Improvement miscellaneous	\$ 112,500	\$ -	\$ 112,500	\$ -
Total clean water partnership project	\$ 112,500	\$ -	\$ 112,500	\$ -
Lake improvement				
Personnel services	\$ 3,245	\$ 10,998	\$ (7,753)	\$ 3,905
Supplies	563	2,930	(2,367)	281
Other services and charges	4,069	4,976	(907)	3,635
Total lake improvement	\$ 7,877	\$ 18,904	\$ (11,027)	\$ 7,821
Economic development & assistance				
Personnel services	\$ 5,301	\$ 2,128	\$ 3,173	\$ 2,742
Supplies	1,238	31	1,207	(482)
Other services and charges	7,718	12,563	(4,845)	6,933
Total economic development/assistance	\$ 14,257	\$ 14,722	\$ (465)	\$ 9,193
Total conservation and development	\$ 134,634	\$ 33,626	\$ 101,008	\$ 17,014
Other uses				
Operating transfer-out				
Golf course-equipment loan	\$ -	\$ 64,719	\$ (64,719)	\$ -
Total other uses	\$ -	\$ 64,719	\$ (64,719)	\$ -
Total expenditures and other uses	\$ 9,368,444	\$ 4,970,997	\$ 4,397,447	\$ 4,497,467

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/11 Through 9/30/11
(Amounts in Dollars)

	Total 2011 Budget	SEPTEMBER		% YTD Actual to Budget	YTD	
		Actual	Previous Year		Actual	Previous Year
Sales						
Liquor	990,000	93,560	84,947	79.3%	785,508	716,623
Wine	290,000	26,148	22,798	81.4%	236,128	194,431
Beer	1,250,000	116,166	95,267	77.6%	969,951	915,551
Mix/nonalcohol	36,000	4,717	3,843	109.0%	39,243	30,836
NSF charges	-	6	14	0.0%	160	72
Net Sales	<u>2,566,000</u>	<u>240,597</u>	<u>206,869</u>	<u>79.2%</u>	<u>2,030,990</u>	<u>1,857,513</u>
Cost of Goods Sold						
Liquor	753,855	69,234	62,862	77.1%	581,288	530,305
Wine	198,750	16,965	14,791	77.1%	153,271	126,147
Beer	942,075	86,880	71,206	77.0%	725,502	684,696
Soft drinks/mix	28,053	3,672	2,924	108.9%	30,563	23,938
Freight	13,000	1,425	842	90.9%	11,812	8,642
Total Cost of Goods Sold	<u>1,935,733</u>	<u>178,176</u>	<u>152,625</u>	<u>77.6%</u>	<u>1,502,436</u>	<u>1,373,728</u>
Gross Profit	<u>630,267</u>	<u>62,421</u>	<u>54,244</u>	<u>83.9%</u>	<u>528,554</u>	<u>483,785</u>
Operating Expenses						
Personnel services	252,598	26,655	16,081	72.1%	182,101	132,301
Supplies	9,600	1,974	595	155.1%	14,886	9,143
Other services & charges *	92,172	8,798	6,831	86.0%	79,238	71,933
Depreciation (estimated)	16,500	1,375	1,500	75.0%	12,375	13,500
Total Operating Expenses	<u>370,870</u>	<u>38,802</u>	<u>25,007</u>	<u>77.8%</u>	<u>288,600</u>	<u>226,877</u>
Operating Income (Loss)	<u>259,397</u>	<u>23,619</u>	<u>29,237</u>	<u>92.5%</u>	<u>239,954</u>	<u>256,908</u>
Non-Operating Revenues (Expenses)						
Interest earnings **	3,000	250	417	90.7%	2,722	2,062
Other non-operating	-	-	-	-	-	-
Total Non-Operating Revenue (Expense)	<u>3,000</u>	<u>250</u>	<u>417</u>	<u>90.7%</u>	<u>2,722</u>	<u>2,062</u>
Net Income (Loss) b/Operating Transfers	<u>262,397</u>	<u>23,869</u>	<u>29,654</u>	<u>92.5%</u>	<u>242,676</u>	<u>258,970</u>
Operating Transfers-Out	<u>(200,000)</u>	<u>(16,667)</u>	<u>(16,667)</u>	<u>75.0%</u>	<u>(150,003)</u>	<u>(150,003)</u>
Net Income (Loss)	<u>62,397</u>	<u>7,202</u>	<u>12,987</u>	<u>N/A</u>	<u>92,673</u>	<u>108,967</u>

** Includes 6/30/11 actual and three months budget

CITY OF WORTHINGTON, MINNESOTA

PRAIRIE VIEW GOLF LINKS
STATEMENT OF REVENUES VS. EXPENDITURES
For the Period 1/1/11 Through 9/30/11
(Amounts in Dollars)

	Total 2011 Budget	SEPTEMBER		% YTD Actual to Budget	YTD	
		Actual	Prev Year		Actual	Prev Year
Sales						
Shop sales - non clothing	-	-	826	-	1,524	5,306
Concessions	-	501	1,703	-	1,282	15,099
Beer	1,500	-	759	32.5%	487	11,833
Shop sales - clothing	-	-	210	-	-	744
Net Sales	1,500	501	3,498	219.5%	3,293	32,982
Cost of Goods Sold						
Concessions	-	-	2,000	-	(150)	17,808
Misc goods for resale	-	-	875	-	1,873	5,121
Total Cost of Goods Sold	-	-	2,875	-	1,723	22,929
Gross Profit	1,500	501	623	104.7%	1,570	10,053
Operating Revenues						
Annual green & guest card fees	70,000	50	120	77.3%	54,120	59,587
Dakota Golf revenues*	36,135	17,379	8,979	53.8%	19,435 *	78,357
Club rents	80	-	28	0.0%	-	152
Range ball fees	1,405	-	221	0.0%	-	4,850
League fees	-	6	-	-	-	1,320
Cart storage	6,500	-	-	202.7%	13,175	5,671
Clubs storage	100	-	-	0.0%	-	54
Handicap fees	-	-	21	-	-	2,090
Pull cart fees	40	-	-	0.0%	-	125
Annual motor cart fees	17,000	-	-	56.7%	9,638	16,437
Gift certificates	-	-	-	-	28	38
Advertising	4,500	500	-	0.0%	3,000	3,500
Clubhouse rent	1,000	-	250	0.0%	-	1,310
Contracted services (rent)	2,000	-	-	-	-	-
Total Operating Revenues	138,760	17,935	9,619	71.6%	99,396	173,491
Operating Expenses						
Personnel services	104,560	14,210	16,326	78.5%	82,105	123,147
Supplies	46,011	12,168	7,863	113.7%	52,296	51,594
Other services & charges	72,635	6,412	6,728	84.3%	61,195	71,860
Total Operating Expenses	223,206	32,790	30,917	87.6%	195,596	246,601
Operating Income (Loss)	(82,946)	(14,354)	(20,675)	88.7%	(94,630)	(63,057)
Non-Operating Revenues (Expenses)						
Property taxes (current year)	103,246	14,354	20,675	111.3%	114,930	63,057
Energy Credit Rebate	-	-	-	-	-	-
Transfer from Insurance Fund	-	-	-	-	9,710	-
Equipment loan proceeds	-	-	-	-	64,719	-
Equipment revolving reserves (use)	-	-	12,260	-	-	51,786
Capital outlay	(20,300)	-	(12,260)	-	(94,729)	(51,786)
Excess (Deficiency) of Revenue Over Expenditures	-	0	0	N/A	0	0

*Dakota Golf revenues are allocated between Dakota Golf and the City of Worthington per the following schedule (the amounts reflected in the financials are the city's portion only):

	DGM	CITY
\$0-\$50,000	100%	0%
\$50,000-\$80,000	10%	90%
\$80,000-\$90,000	20%	80%
\$90,000-\$100,000	30%	70%
\$100,000-\$110,000	40%	60%
Over \$110,000	50%	50%

Financials do not include DGM's September activity

CITY OF WORTHINGTON, MINNESOTA

OLSON PARK CAMPGROUND
 STATEMENT OF REVENUES VS. EXPENDITURES
 For the Period 1/1/11 Through 9/30/11
 (Amounts in Dollars)

	Total Current Year Budget	September Actual	YTD	
			Actual	Previous Year
Revenues				
Park fees-daily taxable	50,000	395	54,036	58,848
Park fees-other (fire wood, pop & ice)	1,300	(110)	1,655	1,021
Total Revenues	51,300	285	55,691	59,869
Expenditures				
Personnel services				
Full-time employees	2,814	-	2,509	612
Part-time employees	16,488	2,122	14,613	14,882
Pera contributions	204	92	1,014	876
Fica/medicare	1,477	114	1,255	1,237
Misc. employer paid insurance	575	-	456	165
Deferred compensation	-	-	51	15
Workmen's comp.-ins. premium	617	147	589	569
Supplies				
Misc. office supplies	75	-	30	14
Cleaning supplies	900	192	914	730
Misc. operating supplies	150	-	-	-
Building repair supplies	500	191	1,890	161
Misc. repair & maint supplies	5,000	-	449	743
Concessions	350	34	297	256
Other services and charges				
Misc. professional services	2,000	199	756	978
Telephone	750	34	276	419
Postage	5	-	-	3
Misc advertising	200	-	-	-
General liability insurance	1,850	-	2,023	1,784
Property insurance	2,100	-	2,053	2,043
Electric utilities	3,800	769	4,270	4,084
Water utilities	750	89	523	589
Gas utilities	2,200	70	1,096	670
Refuse disposal	3,600	524	1,800	1,662
Sewer utilities	550	75	433	452
Buildings-repair & maintenance	200	-	361	49
Improv other than bldg-repair & mai	350	-	275	358
Misc rentals	200	-	192	-
Dues and subscriptions	451	-	467	451
Licenses and taxes	2,725	-	1,363	1,416
Total Expenditures	50,881	4,652	39,955	35,218
Excess (Deficiency) of Revenue Over Expenditures	419	(4,367)	15,736	24,651

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: NOVEMBER 10, 2011
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. REQUEST FOR SITE PREPARATION ASSISTANCE - AVERA MEDICAL GROUP WORTHINGTON

Avera Medical Group Worthington has submitted a request for site preparation assistance for its proposed medical clinic/surgical center project, which will be constructed at 1216 Ryan's Road. The applicant is requesting assistance in the costs affiliated with soil remediation. The legal description of the subject property is as follows:

Lot 1, Block 1, Hy-Vee Addition, City of Worthington, Nobles County, Minnesota

To determine the applicant's eligibility for assistance, staff assessed the application using the established Site Preparation Guidelines. The following paragraphs detail staff's analysis for each of the eligibility requirements.

1. *The subject property must be located within the Redevelopment Project Area of TIF District No. 7.*

The Redevelopment Project area extends from Diagonal Road to Swift & Co. from west to east and Interstate 90 and Oxford Street from the north and south. The subject property would be located within the redevelopment area.

2. *The subject property must be zoned for commercial development.*

The subject property is currently zoned "B-3" - General Business.

3. *The subject property has conditions that prohibits development or redevelopment without assistance. (i.e. soil conditions, existing hazardous structures and land/structures prohibiting a more productive use of the property)*

The subject property is located within the 100-yr flood plain. To comply with the flood plain regulations, the applicant is proposing to flood proof by fill. This requires the building and the 15 feet around it to have a minimum elevation of one foot above the established flood plain elevation, which in this case is 1573.4 feet.

Due to unsuitable soils, the applicant will need to excavate through the existing fill and topsoil until lean clay is exposed, which is approximately 4 feet. Upon reaching lean clay, the existing fill would then be replaced with an engineered (granular) fill to the finished floor elevation of the new structure, which is 1577 feet. Since the applicant will

be raising the site and building elevations above the elevation required by Ordinance to accommodate their own needs, they are only eligible to seek funds related to the excavation and fill replacement affiliated with the flood proofing of the site as the Site Prep program prohibits funds from being utilized to offset the excavation costs for basic soil conditions found throughout the community.

The applicant's engineer estimates that approximately 3,000 cubic yards of dirt will have to be excavated/replaced to properly address the unsuitable soil conditions as well as comply with the flood plain requirements, which will cost an estimated \$119,940. Staff has determined that this portion of the project is an eligible expense under the Site Preparation Program guidelines.

4. The subject property must have a redevelopment plan ready to proceed.

Exhibit 1 includes the site plan for the applicant's proposed redevelopment project. The development includes the construction of a 3-story, 60,000 square foot medical clinic / surgical center. The total project cost is approximately \$16,000,000. After the completion of the project, the subject property will have an estimated taxable value of \$7,548,600 and generate an estimated \$281,750 in real estate taxes, which is approximately a 13,000% increase from the 2011 payable real estate tax.

5. The subject property has a detailed budget identified for the redevelopment (including associated private financing) illustrating that without assistance the project would not be economically feasible.

Avera is privately financing the project, including site acquisition. Since the company owns the real estate, it will have no direct return on investment. Any indirect return would be a result in increased business, which is speculative due to the nature of the applicant's business.

The guidelines do limit the amount of assistance the City may consider at the present value of 10 years of property taxes at a market rate of return (3% discount rate). Using this method, the maximum participation that may be considered is over a million dollars, which is more than the amount requested. Should Council consider approval of financial assistance for the project, it must determine that guideline #5 has been satisfactorily addressed.

Any motion for approval should also include the maximum amount of assistance (an amount not to exceed) and any contingencies to its approval. Staff would suggest the assistance be limited to the costs affiliated with the eligible improvements (flood proofing and soil remediation) at an amount not to exceed \$119,940 and be subject to the applicant providing proof of competitive bidding and verified quantities.

Council should note that this request is not defined as a "business subsidy" and is not subject to the Business Subsidy Requirements established in Minnesota Statute Section 116J.993.

2. **EVENT CENTER / HOTEL PROPOSALS**

Since the expiration of the Memorandum of Understanding with Cornerstone Construction in May 2011, City staff has continued to solicit hospitality companies to consider the City's proposed public-private partnership for an event center/hotel project and have had various levels of in-depth conversation with five companies. Each company was given a copy of the feasibility study as well as a management agreement template. The template, which was drafted by City staff, outlines the Council's expectations on the management and long term financial exposure of the event center (i.e., operational expenses, FF& E, and capital improvements). A copy of the agreement is included as Exhibit 2. Each company was invited to utilize the information provided to prepare a proposal for the City's consideration if interested in the project.

Three companies came forward with proposals. One of the proposals, which was submitted by the Morrissey Hospitality did not meet Council's expectations and as a result in not has not been brought forth for consideration. Below is a brief description of the other two companies (Central Group Companies and Lexington Hotel Development Group), as well as a highlighted summary of their proposals.

Central Group - Central Group Companies is the hotel management company that originally worked with Cornerstone Construction on the project prior to the expiration of Cornerstone's MOU. Central Group has assisted in the development of 38 hotel, restaurant, and water park properties, as well as had oversight in the renovation / repositioning of 60 other properties. It currently manages 9 hotel facilities. The company and its investors are proposing a 64 unit Country Inn & Suites. The facility, including the event center, would be managed by Central Group.

- Proposes a management fee of \$2,000 plus travel expenses or 50% net cash flow, whichever is greater, monthly in years 1 & 2. The fee increases to \$2,000 plus travel expenses or 90% net cash flow. The City's draft agreement proposes a management fee that provides the City 10% of gross revenues of the facility.
- Requires the City to establish a budget of \$60,000 per year for the first two years of operation. These funds would be placed in a reserve account that may be accessed by the company in the event the Event Center revenues are not sufficient to meet operating expenses of the facility.
- Requires a pre-opening fee of \$65,000 for work that must be completed prior to the opening of the Event Center. This is \$40,000 greater than the outlined in the City's management agreement template.

A copy of the proposed agreement is provided in Exhibit 2 and is watermarked "Central Group".

In addition to the terms of the management agreement, Central Group has requested the City sell the real estate necessary for the hotel for \$1. It has not indicated how the hotel would be financed nor has it indicated if financial assistance would be necessary to

move the hotel forward.

Lexington - Lexington Hotel Development Group of Greendale, Wisconsin, and its investors are proposing a 75 unit Comfort Suites (Choice Hotel's all-suite brand). The facility, including the event center, would be managed by the Lighthouse Hospitality Group. Lexington's leadership team has many years of experience in different aspects of the industry, including one individual that has worked for prominent developers and hotel corporations for over 25 years. It owns 2 hotels, a full service restaurant, and a banquet center. The company is currently working on 7 other hotel projects (5 in Chile and 2 in the US).

As illustrated in the Memorandum of Understanding (MOU) shown in Exhibit 2, Lexington agrees to execute the management agreement proposed by the City as presented. The MOU does, however, seek City financial participation for the construction of the hotel. Below is a summary of the financial assistance the company is requesting

- Agree to sell Lexington the property necessary to construct a 75 room hotel for \$1. The actual size of the purchase will be determined upon the approval of a final site plan for the entire development (estimated 2-3 acres).
- Complete the environmental testing for the entire project area. Environmental testing consist of conducting a Phase I study and Phase II, if warranted. Estimated costs for each is \$3,000 and \$10,000, respectively.
- The assist in the company's pursuit of TIF funding (approximately \$400,000), front end loaded, to financially assist with the construction of the hotel.

Upon review of both proposals, staff has concluded that the Lexington proposal is the strongest of the two under consideration. The company has embraced most of Council's vision of the event center and is agreeable to taking on the financial risk/reward of managing the facility with no financial assistance. This allows the City to focus solely on the long term maintenance of the facility.

As for their request for financial assistance with the hotel, staff is of the opinion that any of the hotel projects would have required some level of financial assistance due to the current economic climate. In fact, the other three companies that we met with all inquired about financial assistance, including TIF, abatement, and/or financial loans. If Council wants to proceed with the project in the near future, some level of financial assistance will be required. While the company would have to formally seek the financial assistance requested, they would like to know if Council supports the concept at this point and willing to work towards its approval.

With several components of the proposed project still needing to be finalized (real estate, financial, design, etc...), Lexington is seeking to enter into a MOU to be allowed to exclusively

negotiate all parameters of the project with the City. Should Council wish to proceed with negotiations with the Lexington group, staff would suggest it authorize the Mayor to execute the MOU as presented or amended as it determines necessary.

Council action is requested.

3. AWARD CONTRACT FOR HAZARDOUS REMOVAL AND DEMOLITION OF THE FORMER YMCA

Upon rejecting the construction bids for the Former YMCA Redevelopment Project at its September 12th meeting, City Council directed staff to break the project into two separate construction activities (materials removal/demolition and construction). The separation of the construction activities is intended to address the bidders' concerns and issues that were contributing factors to the initial bids being 36% over the architect's estimate. At the same meeting, Council authorized the advertisement of bids for the removal of the hazardous materials and demolition of the former YMCA building, excluding the 1980 gymnasium addition. To avoid additional expenditures for the construction of the new building, the demolition specifications did include site prep work.

Nine responsive bids were received on October 19th (5 hazardous materials removal bids - 4 demo/site prep bids). The low bids are as follows:

	Proposed	Estimate
Hazardous Materials (Twell Environmental)	\$87,898	\$90,000
<u>Demolition / Site Prep (Dulas Excavating)</u>	<u>\$164,500</u>	<u>\$183,363</u>
TOTAL	\$252,398	\$273,363

As can be seen, the lowest bids, cumulatively, are approximately 8% below the engineer's estimate. Copies of the bid tabulation sheet and demo / site prep bid break down are provided in Exhibit 3.

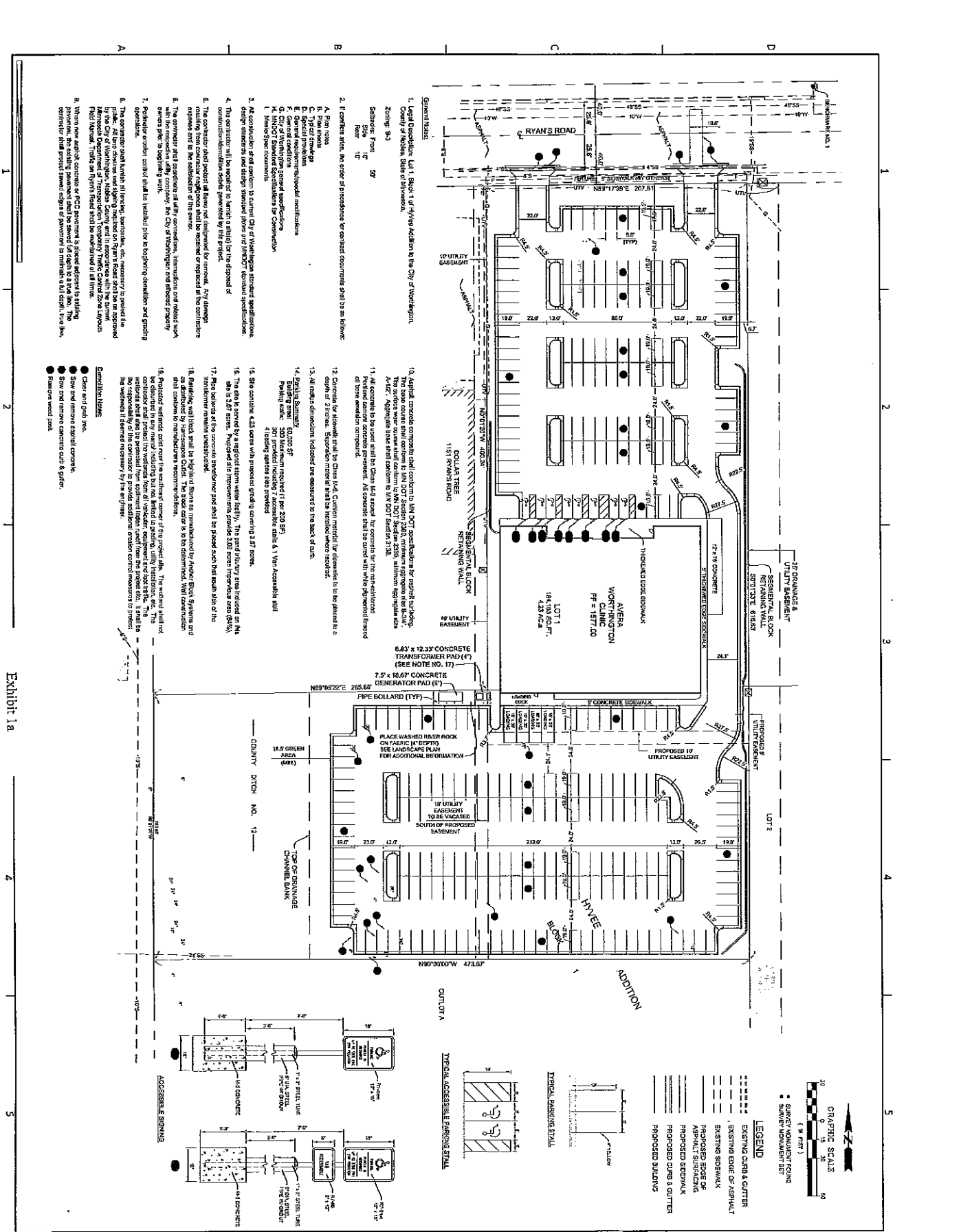
After completing our due diligence on both firms, the project team (I&S, Jorge Lopez, and City staff) recommends awarding the contracts to both firms.

4. ENVIRONMENTAL CONSULTANT CONTRACT - FORMER Y PROJECT

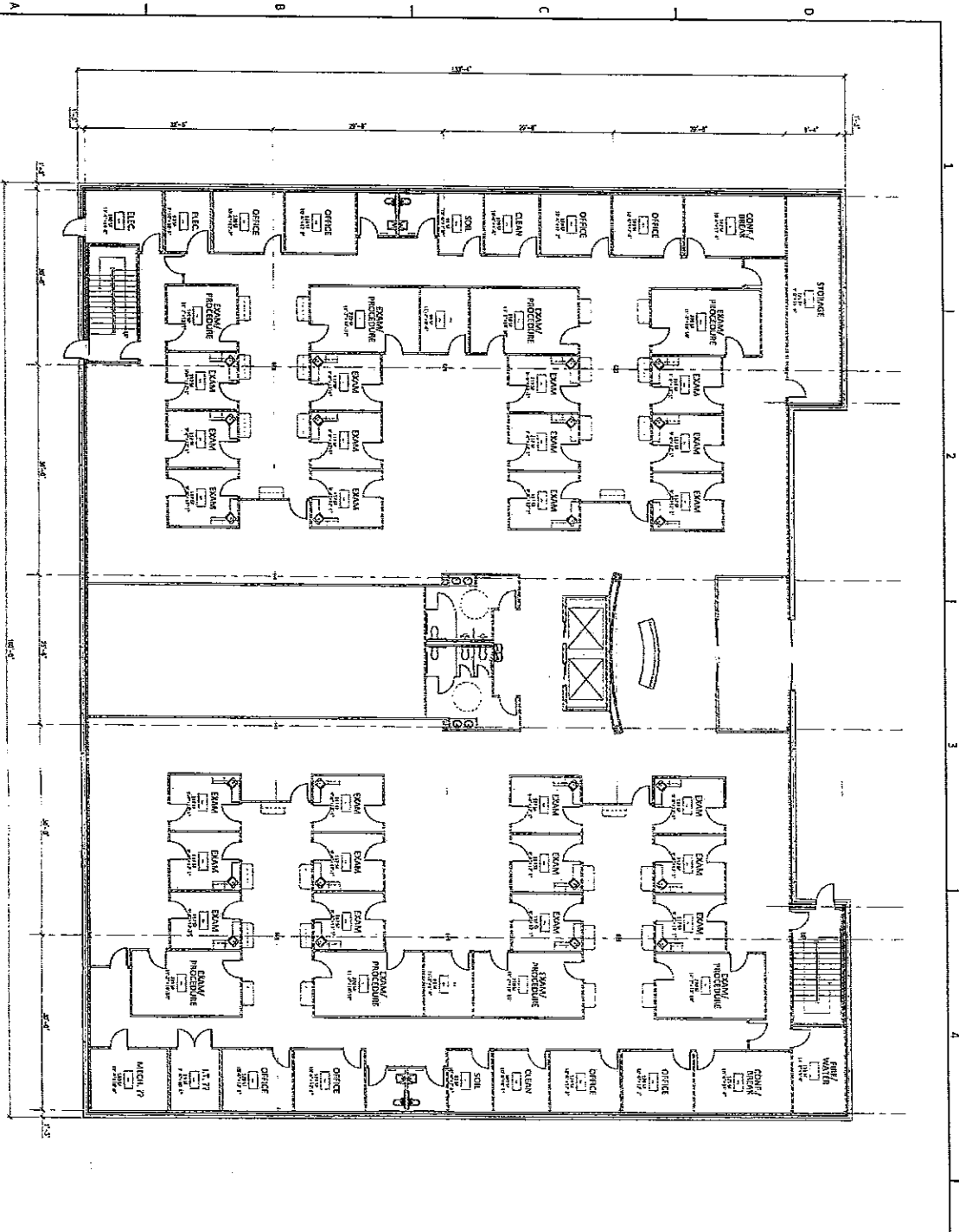
In conjunction with the demolition of the former Y, the City will be required to have the excavated soils screened, documented, and properly disposed of as needed. To assure compliance with all applicable MPCA requirements for the project, staff approached Geo-Teck Engineering & Testing Services, Inc., to obtain a quote for their services. The company would be responsible to be on -site to oversee the excavation of the subsurface soils below the portions of the structure to be demolished, collect and test soil samples, segregate the contaminated from uncontaminated soil, coordinate the disposal of the contaminated soils, and submit reports on field observations and lab results.

Geo-Tek was the firm secured by the Y, through a competitive bidding process, to complete the limited site investigation necessary to comply with the MPCA order issued earlier this year. Their unit cost fee proposal is included as Exhibit 4. The final contract value is dependant on the actual amount of environmental clean up necessary. Based on the information provided in the environmental reports for the site, Geo-Tek estimates the contract value to be between \$2,643-\$3,732. Given their familiarity with the site and their competitive pricing for the limited site investigation provided, staff would recommend Council authorize the execution of a contract with Geo-Tek for their services outlined in the proposal in Exhibit 4.

Council action is requested.



<p>PROJECT TITLE Avera Worthington Clinic Worthington, VA</p> <p>PROJECT NUMBER 1437</p> <p>DRAWN BY JMS</p> <p>CHECKED BY JMS</p> <p>SHEET TITLE DEMOLITION/ SITE PLAN</p> <p>SHEET NUMBER C-102</p>	<p>REVISION BLOCK</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	COMMENTS				<p style="text-align: center;">perspective architecture design studio</p> <p>196 East 6th St, Suite 100 605.271.9877 Sioux Falls, SD 57104 f. 605.271.9879 web: perspective-inc.com email: info@perspective-inc.com</p> <p style="text-align: center;">Sayre Associates Engineers • Surveyors</p>	<p>LEGEND</p> <ul style="list-style-type: none"> EXISTING CURB & GUTTER EXISTING SIDEWALK PROPOSED EDGE OF ASPHALT PROPOSED EDGE OF ASPHALT SURFACING PROPOSED SIDEWALK PROPOSED CURB & GUTTER PROPOSED BUILDING <p>EXISTING HOUSING FOUND SHOWN UNOCCUPIED</p> <p>GRAPHIC SCALE 1" = 10' (SEE PAGE 1)</p> <p>North Arrow</p>
NO.	DATE	COMMENTS							



GENERAL NOTES:
A. SEE

REVISIONS:
NO. DATE COMMENTS

perspective.
architecture design studio

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Avera
Avera Medical Group
Worthington
Worthington, MN

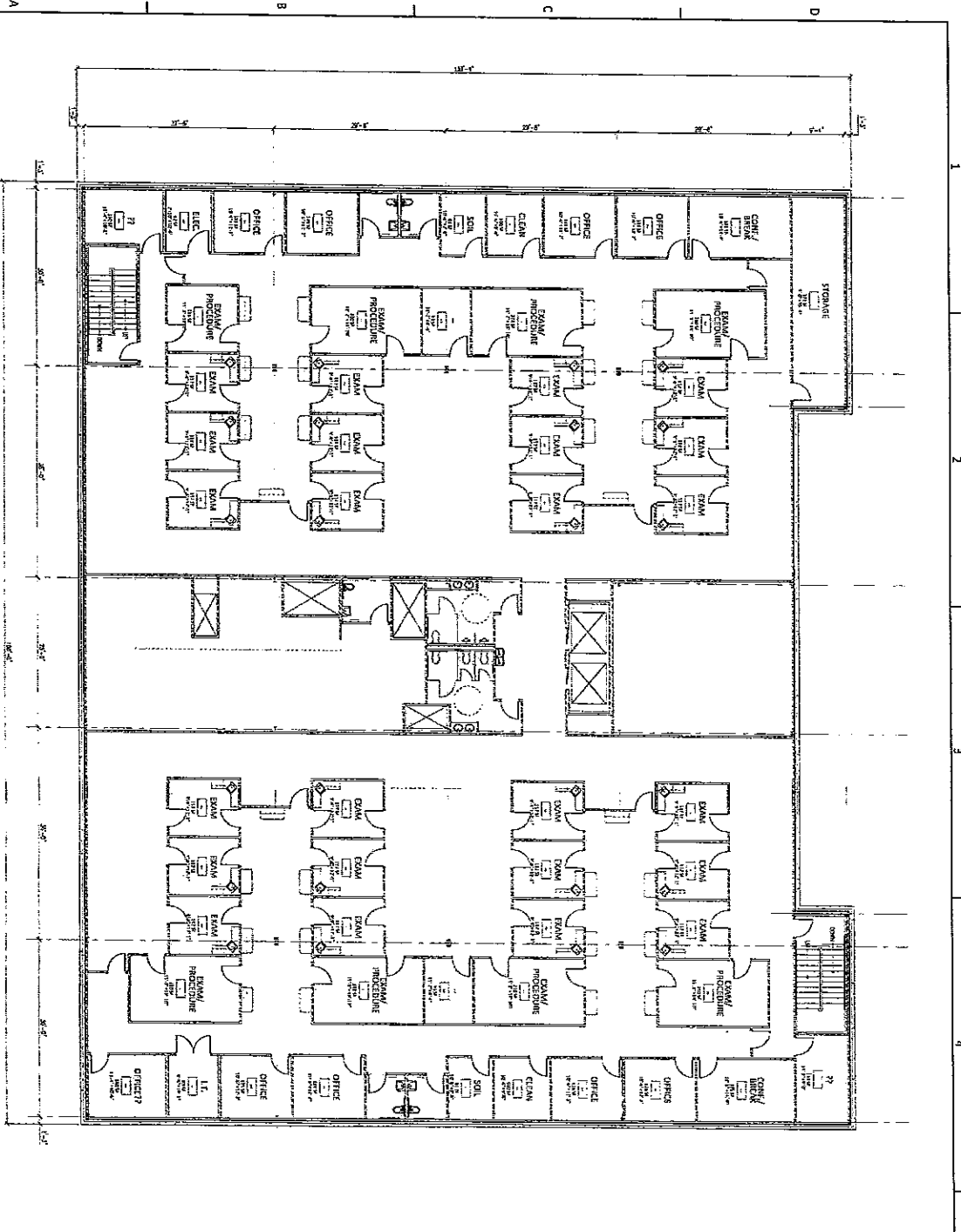
PROJECT NUMBER: 1018
DRAWN BY: MKC
CHECKED BY: JLS

NO. DATE COMMENTS

SHEET NUMBER: A-101

PROJECT TITLE: First Floor Plan

Exhibit 1b



GENERAL NOTES:
 1. SEE

ORIENTATIONS:
 1. SEE

perspective.
 architecture design studio

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 Sioux Falls, SD 57104 f: 656.271.3578
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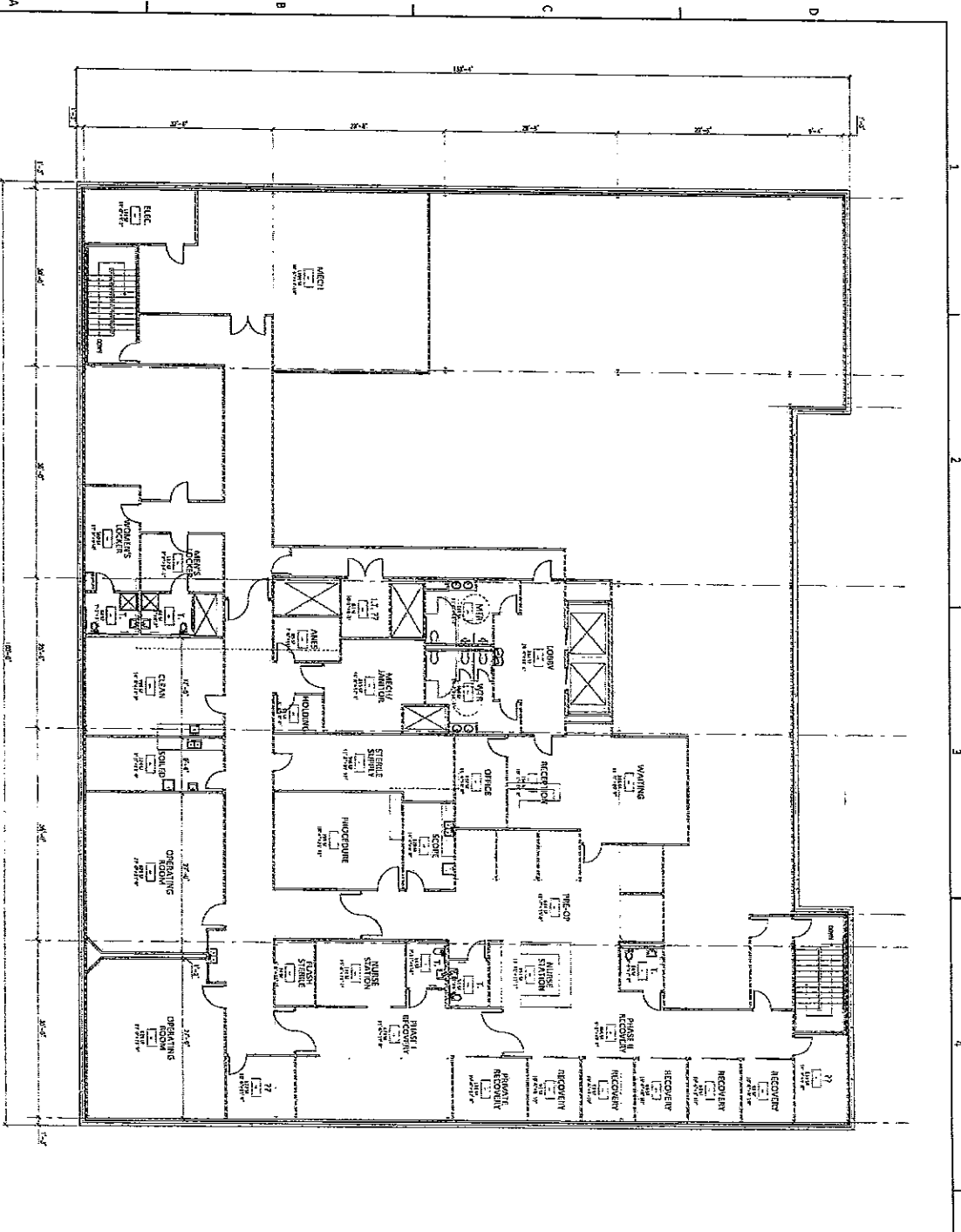
Avera
 Avera Medical Group
 Worthington
 Worthington, MN

PROJECT NUMBER: 11018
 DRAWING BY: HSK
 CHECKED BY: JLS

SHEET TITLE:
 Second Floor
 Plan

Exhibit 1c

A-102



GENERAL NOTES:
 1. SEE

ORIENTATION:
 1. SEE

perspective
 architecture design studio

196 East 8th St, Suite 109
 South Falls Church, VA 22074
 web: perspective-inc.com

l: 805.271.9377
 tel: 805.271.9379
 email: info@perspective-inc.com

NO.	DATE	COMMENTS
1	11/10/09	ISSUED FOR PERMISSIVE REVIEW FOR CONSTRUCTION

Avera
 Avera Medical Group
 Worthington
 Worthington, MN

PROJECT TITLE:
 Third Floor Plan

PROJECT NUMBER: 1313
 DRAWING NO.: 303
 REVISIONS: 1/5

SHEET TITLE:
 Third Floor Plan

SHEET NUMBER:
 A-103

EVENT CENTER MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into as of the _____ day of June, 2011, by and between the City of Worthington, a municipal corporation organized under the laws of the State of Minnesota (hereinafter called the "City") and _____ a _____ with its principal place of business located at _____ (hereinafter called "Manager"); WITNESSETH:

WHEREAS, the City is the owner of certain real property and will construct improvements on the property as described on the attached Exhibit A, and which land and buildings together is hereinafter referred to as the "Facility";

WHEREAS, the Facility is to be utilized as a municipal event center; and

WHEREAS, the City has implemented a one-half cent sales tax to raise the revenue sufficient to pay for the cost of constructing the Facility; and

WHEREAS, the parties desire to enter into a management agreement to govern the operation of the Facility by the Manager; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter made, the parties agree as follows:

ARTICLE ONE DEFINITIONS

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

"City" means the City of Worthington.

"Facility" means all of the real estate, together with the improvements constructed thereon known as the "Worthington Convention Center", which is owned by the City and is more particularly described on the attached Exhibit A which is attached hereto and made a part hereof by this reference.

"Manager" means _____ of _____, a _____ [corporation, limited liability company, etc.] with its principal place of business located at _____.

"Term" means the term of this Management Agreement and all extensions and renewals thereof.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City represents that it is a political subdivision of the State of Minnesota and has the necessary power and authority to construct and own a municipal event center and enter into this Management Agreement to manage the Facility and carry out obligations hereunder.

Section 2.2. Representations and Warranties of Manager. Manager represents and warrants that the Manager is a _____ [corporation, limited liability company, etc.] duly organized under the laws of the State of Minnesota, and is duly authorized to conduct business within the State of Minnesota and has the necessary power and authority to enter into this Management Agreement.

ARTICLE THREE TERM

Section 3.1. Term. The Term of this Management Agreement shall be for an initial period of five (5) years beginning on the date of execution of this Agreement, and shall automatically renew thereafter for successive five (5) year terms unless terminated by either party. Either party may terminate this Agreement at any time without penalty or cause by providing one (1) year written notice to the other party.

ARTICLE FOUR USE OF FACILITY

Section 4.1. Use of Facility. During the original Term or any extended Term of this Management Agreement, the Manager shall maintain and use the Facility in the manner and only for those purposes as provided in this Management Agreement. The Manager shall have the right, power and authority to operate the site as an event center in conjunction with the adjoining and related facility owned/operated by the Manager or a related entity. The event center shall be used only for public purposes authorized by law and consistent with its intended character as a public event center including, but not limited to various meetings, wedding receptions, conventions, entertainment, performances and exhibitions for recreational, commercial, educational and economic development.

Section 4.2. Compliance with Laws. The Manager, during the term, shall comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental authorities, boards, commissions, and departments thereof (all being herein and together called the "Laws"), which are applicable to the maintenance, operation, use and occupancy of the managed premises.

ARTICLE FIVE MANAGER'S DUTIES IN OPERATION OF EVENT CENTER

Section 5.1. Manager's Duties. The Manager agrees to perform the following duties relative to the operation of the Facility:

1. Supervise and direct the general operation of the Facility.
2. Establish rules of conduct and dress code requirements and file the same with the City. Manager may bar certain individuals or groups from the Facility to the extent permitted by Law.
3. Operate the Facility efficiently and with proper economy.
4. Develop policies with respect to publicity for the purposes of creating the greatest possible interest in and utilization of the Facility and file the same with the City.
5. Supervise and manage the operation of the Facility.

6. Use best efforts to promote the use of the Facility so that the Facility is used to the maximum extent possible and for the greatest public benefit.
7. Employ such persons as may be necessary to properly manage the Facility.
8. Set the fees for use of the Facility after consultation with the City.
9. Collect income and charges for the use of the Facility and any food, beverage and/or other merchandise sold therein.
10. Maintain the Facility as outlined in Article Six of this Agreement.
11. Maintain and replace the furniture, fixtures, and equipment provided by the City as outlined in Article Sixteen of this Agreement.
12. Provide and place and supervise all advertising and promotion circular matter appropriate for the advertisement of the Facility.
13. Present a budget to the City for expenses in advance of each fiscal year.
14. Provide financial reports and accountings to the City monthly.
15. Provide a third party audit of the operations to the City annually.

Section 5.2. Operation of Facility.

1. The Manager shall manage and operate the Facility in a professional and businesslike manner, and in a non-discriminatory manner.
2. The Manager shall maintain at all times an adequate labor force.
3. Subject to other terms and conditions set forth in this Agreement, Manager shall purchase and install such equipment and supplies as are reasonably necessary for the efficient operation of the Facility. The City shall have no responsibility to secure, train or direct personnel engaged in the operation of the Facility. All personnel while engaged in the performance of any work or services relating to the operation of the Facility – except for those employees who already were City employees – shall be the responsibility of the Manager and shall not be deemed employees of the City or have any contractual relationship with the City. All claims that arise under the Workers' Compensation Act of the State of Minnesota or any like act on behalf of any employee shall be the sole obligation and responsibility of the Manager.
4. The Manager shall furnish to the City acceptable evidence of compliance with the Minnesota Workers' Compensation Act.

The Manager agrees to pay all expenses associated with the day-to-day operation of the Facility which shall include but not be limited to utilities, real estate taxes, staffing, and the day-to-day maintenance set forth in Section 6.1 below.

ARTICLE SIX
MAINTENANCE AND REPAIR

Section 6.1. Manager's Maintenance Responsibility. Manager shall be responsible for all day-to-day maintenance and upkeep of the Facility and its grounds. Day-to-day maintenance shall include but not be limited to the routine cleaning of the Facility; the maintenance of all equipment; basic maintenance on plumbing and electrical systems; snow removal and the routine cleaning of parking lot and grounds; carpet repair; minor interior/exterior wall repairs; and the maintenance of all furniture, fixtures, and equipment as outlined in Article Sixteen of this Agreement. Any maintenance remaining unperformed at the expiration of this Management Agreement shall remain the responsibility of the Manager.

Section 6.2. City's Repair and Replacement Responsibility. The City shall be responsible for all repairs and replacements to the Facility not considered day-to-day maintenance. These repairs include but are not limited to the exterior and interior structural elements of the Facility; major plumbing, electrical, heating and cooling equipment; and parking lot maintenance except for snow removal and routine cleaning which is governed by Section 17.1 below.

Section 6.3. Maintenance Dispute Resolution. In the event of a dispute between the parties as to whether or not an item of maintenance is the responsibility of the Manager or of the City under Sections 6.1 and 6.2 above or if a particular item or area is in need of repair at all, the parties shall first meet to discuss the issues and attempt come to an agreement as to whether or not the item should be considered a day-to-day maintenance item; or whether or not the need for the replacement is due to ordinary wear and tear. If the parties cannot come to agreement, the dispute shall be submitted to binding arbitration. Each party shall appoint one arbiter and the two arbiters thus appointed shall appoint a third. The arbitration panel itself shall determine the procedure and timetable for the arbitration. A majority decision of the panel shall be final. The panel may award the costs of arbitration, including arbiters fees, in any manner it deems appropriate.

Section 6.4. Alterations.

(a) Non-Structural Alterations. Manager shall have the right to do alterations such as non-structural remodeling, additions, modifications, deletions and improvements to the managed premises from time to time as it may deem to be necessary or desirable; however, the general use and purpose of the managed premises shall not be changed. Manager shall receive approval from the City before commencing the work. The costs of such any such alterations shall be paid by the Manager and the same shall be included under the terms of this Management Agreement as part of the managed premises and shall become the property of the City. As between the City and Manager, the Manager shall retain all available federal or state tax credits, deductions and benefits thereof.

(b) Structural Alterations. The Manager shall not make or do any structural remodeling or make any structural alterations, modifications or additions in or to the managed premises without the prior written approval of the City. All structural alterations, modifications or additions in and to the managed premises shall be deemed a part of the managed premises and become the property of the City in the absence of agreement to the contrary or unless the City shall require, at the time of the granting its approval, that the Manager shall remove the same at the end of the management term and restore the managed premises to its prior existing condition. In any event, as between the City and Manager, the Manager shall retain all available federal or state tax credits, deductions and benefits thereof.

Section 6.5. Damage by Manager. The Manager shall promptly repair any damage to the managed premises caused by the negligence of its employees or agents.

ARTICLE SEVEN
TAXES AND UTILITIES

Section 7.1. Payment of Utilities. The Manager will pay or cause to be paid before the same shall become delinquent, all charges for gas, water, steam, electricity, light, heat, air conditioning, power, telephone and other services or utilities used, rendered or supplied upon, or in connection with, the managed premises during the term of this Agreement and will save the City harmless against any liability or expense for any such charge.

Section 7.2. Taxes. It is the intention of the City and the Manager that the Facility be exempt from real estate taxes, and the City agrees that it will apply for exemption from real property taxes levied by the State of Minnesota, or any subdivision thereof, such application to be made to the responsible officer of Nobles County, Minnesota, as soon as practicable. However, it is agreed by and between the City and the Manager that if it should be determined that the Facility is subject to real property taxes by virtue of this Agreement, the Manager has the right to terminate this Agreement.

ARTICLE EIGHT
SPECIAL COVENANTS

Section 8.1. Nondiscrimination. The Manager covenants and agrees to comply with the provisions of the Laws of the State of Minnesota, and any ordinances thereof, which might relate to civil rights and discrimination which shall be considered a part of this Management Agreement as though fully set forth herein.

Section 8.2. Conflict of Interest. No official or employee of the City shall have any undisclosed personal interest, direct or indirect, in this Management Agreement. The Manager warrants that it has not been paid or will not pay or give any officer or employee of the City any money or other consideration for obtaining this Management Agreement.

Section 8.3. Termination by the Manager. If the Facility cannot be used by the public for the purpose for which it was constructed due to any law, ordinance, order, rule, regulation or requirement of any federal, state or local government authority, or any boards, commissions, or departments thereof, including the City, then the Manager, at its option, may by written notice to the City, terminate this Management Agreement effective upon a date therein specified, which date shall not be less than thirty (30) days after such notice is given to the City, and all obligations and liabilities of the Manager hereunder shall cease as of such termination date, except for liabilities and obligations hereunder which have owed or accrued prior to such termination date.

ARTICLE NINE INSPECTIONS

Section 9.1. City's Right to Inspect. The City and its authorized representatives shall have the right, but not the obligation, to inspect the managed premises, and the Manager will permit authorized representatives of the City to enter the managed premises at all times during usual business hours for the purpose of inspecting the managed premises. The Manager agrees to meet and confer with representatives of the City at reasonable intervals but not more than once a month, concerning the operation and maintenance of the Facility; and to provide, at reasonable intervals but not more often than annually, such information concerning the maintenance and operation of the Facility.

ARTICLE TEN INDEMNITY

Section 10.1. Indemnity. The Manager agrees to indemnify and save the City, its officers and employees, harmless from and against all claims and demands, and resulting damages, costs and expenses, including reasonable attorney's fees, of any kind or nature whatsoever arising from:

- (a) The use and occupation of the managed premises by the Manager; the operation and management of the Facility; the condition and maintenance of the Facility; or from any act or negligence of the Manager, its agents, contractors, servants, or employees in or about the managed premises.
- (b) Breach or default on the part of the Manager of any covenant or agreement on the part of the Manager to be performed pursuant to the terms of this Management Agreement.
- (c) Violation by the Manager of any law, ordinance or regulation affecting the managed premises, or a part thereof or the use or occupancy thereof.

In any case of any action or proceeding brought against the City by reason or any such claim, upon written notice from the City, the Manager covenants to defend such action or proceeding by counsel reasonably satisfactory to the City.

The obligation of the Manager under this Section shall not be limited to the extent of insurance carried by or provided by the Manager or subject to any exclusion from coverage from any insurance policy.

The City shall promptly give notice to the Manager of any claims and demands of which it becomes aware. The City agrees to cooperate fully with the Manager, when and to the extent requested by the Manager, in any defense of any such claims and demands, but without cost to the City, except for time and delivery within the City of Worthington or its employees and officers.

Section 10.2. Release of Claims. The Manager does hereby waive any and all claims for, and does hereby release the City, its officers and employees from any and all costs, expenses and damages incurred by the Manager with respect to the personal property of the Manager on the managed premises and specifically agrees that the City, its officers and employees shall not be liable to the Manager, its successors or assigns, unless the City, its officers or employees have acted negligently with respect to the personal property of Manager.

ARTICLE ELEVEN
LIENS AND ASSIGNMENTS

Section 11.1. Assignment and Subletting. Except as permitted by the provisions of this Agreement, the Manager shall not assign, sublet or otherwise transfer its interest in this Agreement or the managed premises, either in whole or in part except that Manager may make assignment of the Agreement to a successor entity which Manager may form to manage the Facility, as long as the actual corporate management staff of Manager is the same as that in place at the time of execution of this Agreement.

Section 11.2. Mechanic's Liens. The Manager shall keep the managed premises free of mechanic's liens and upon receiving notice of the filing of any such lien shall cause the same to be released or satisfied. The Manager shall have no power to subject the City's interest in the premises to any mechanic's liens. Provided, however, that the Manager shall not have any responsibility to keep the managed premises free of mechanic's liens arising from work done by or for, or materials ordered by or for, the City work upon or in the managed premises pursuant to this Management Agreement, and the City shall keep the managed premises free of liens for work done by or for, or for materials delivered by or for, the City, and promptly upon receiving notice of the filing of any such lien shall cause the same to be released of record.

Section 11.3. Contests. The foregoing to the contrary notwithstanding, the City or Manager may, in good faith, contest any lien, after first notifying the other in writing of its intention to do so and furnishing to the other a bond or other security reasonably satisfactory to the other to protect the other against any risk or damages arising out of such contest, unless the other shall reasonably determine that by such contest, and notwithstanding such bond or security, its interest in the managed premises will be materially endangered or materially adversely affected.

Neither the Manager or the City shall be in default under this Agreement for nonpayment or nonrelease of any such lien while contesting such lien pursuant to this Agreement.

ARTICLE TWELVE
INSURANCE

Section 12.1. Insurance. The City shall, at its sole expense, keep the Facility insured against risk of loss, including but not limited to, fire, extended damage perils, vandalism and malicious mischief, and collapse.

Section 12.2. Liability Insurance. The Manager shall procure and maintain continuously in effect, during the Term of this Management Agreement, policies of insurance of the kind and amount as follows:

- (a) Comprehensive general liability insurance in amounts of not less than \$2,000,000.00 for injury to or death of any one person; \$2,000,000.00 for injuries or death arising from any one occurrence; occurring on the managed premises or arising out of the use thereof, but the policies also may have annual aggregate limits of not less than \$2,000,000.00. The City shall be listed as additional insured and the policy shall provide that the policy may not be cancelled without at least thirty (30) days notice to both the City and the Manager.

- (b) Dram Shop Insurance in an amount of at least \$1,000,000 if any alcoholic beverages are served on the demised premises. The City shall also be listed as an additional insured on any such policy, and the policy shall provide that it may not be cancelled without notice to both the City and the Manager.
- (c) Automobile liability insurance in an amount of at least \$1,000,000 to insure company owned vehicles and hired/non owned auto.

Section 12.3. Business Personal Property. The City shall, at its sole expense, provide insurance for personal property owned by the City including chairs, tables, and the sound system. Manager shall, at its sole expense, provide insurance for personal property owned by Manager including food and drink inventory and office property.

Section 12.4. Common Walkway. It is anticipated that there will be a connecting walkway or hallway between the Facility and a separate property owned and operated by Manager or a related entity. Manager shall include the connector on its property and casualty insurance coverage policy and the City shall reimburse Manager for one-half (½) of that portion of the premium attributable to the common walkway.

Section 12.5. General Requirements. All insurance required under this Article shall be placed and maintained with responsible insurance companies licensed to do business in the State of Minnesota. The Manager shall furnish the City with a certificate or certificates of insurance evidencing the coverages required and that such insurance is in force and effect. The insurance required may be blanket insurance policy or policies.

Each policy of insurance shall contain a provision that no negligent act or omission of the City or the Manager shall affect or limit the obligation of insurer to pay the amount of any loss sustained and shall contain a waiver of subrogation by the insurer. The Manager and the City each hereby waive any and all rights of recovery against the other and against the officers and employees of the other, and loss or damage to the managed premises and Facility to the extent of any insurance proceeds realized as a result of such loss or damage.

ARTICLE THIRTEEN
NOTICES

Section 13.1. How Given. All notices, requests or demands required or permitted to be given under this Management Agreement shall be in writing and shall be given by personal delivery to any party, or officer of the party, to which notice is being given, or by depositing in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

If to Manager:

If to City:

City Administrator
City of Worthington
303 Ninth Street
Worthington, Minnesota 56187

The address to which notice or copy thereof are to be mailed (including the name of the addressee) may be changed by the party to whom the notice is to be given, by giving the other party thereto, a written notice of address change (including a change in name of addressee if desired) not less than thirty (30) days before the effective change.

Any notice given by mail as provided herein shall be effective on the third business day following the date the same is deposited in the United States mail. Any notice given by personal delivery as provided herein shall be effective on the day of delivery.

ARTICLE FOURTEEN EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default. Any one or more of the following events shall constitute an event of default by the Manager under this Agreement:

- (a) If notice of cancellation of any insurance policy required to be maintained by the Manager is provided to the City and/or the Manager; and if the Manager fails to renew or replace such policy within ten (10) days after receiving notice of cancellation from either the insurer or the City.
- (b) If the interest of the Manager shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days of such levy or attachment.
- (c) If the license or other authority of the Manager to conduct business in the State of Minnesota or at the Facility shall be cancelled, revoked, suspended, annulled, or otherwise terminated and such cancellation, revocation, suspension, annulment or other termination shall not be withdrawn or otherwise reinstated by the State of Minnesota or other authority within 30 days of said action.
- (d) If the Manager shall file a petition in bankruptcy; be dissolved or liquidated; be adjudicated as bankrupt or insolvent; or shall make assignment for the benefit of its creditors; or shall admit in writing its inability to pay its debts generally as they become due.
- (e) If the Manager fails to observe or perform any other covenant, condition or obligation on its part under this Management Agreement, and such failure or violation shall continue for a period of thirty (30) days after written notice has been given to the Manager by the City specifying such failure or violation and requesting that it be remedied.
- (f) If the Manager assigns or sublets this Agreement or the premises in violation of the provisions of this Agreement, and if such assignment or sublease is not terminated, rescinded, cancelled or satisfied within thirty (30) days after the City has given written notice to the Manager.

Section 14.2. Remedies. Whenever any event of default referred to in Section 14.1 hereof shall have happened and be subsisting, the City may at its option, subject to applicable laws and statutes, take any one or more of the following remedies:

- (a) The City may cancel and terminate this Management Agreement and the Manager's rights hereunder by serving notice in writing upon the Manager to the effect that the City elects to terminate this Management Agreement upon a date therein specified, which date shall be not less than thirty (30) days after the service of such notice nor more than one hundred eighty (180) days, and this Management Agreement shall then expire on the date so specified with the same

force and effect as if that date had been originally fixed as the expiration of the Term hereof, and the City may lawfully reenter the managed premises and repossess the same and remove the Manager and those claiming under this Management Agreement without being liable for damages therefore.

- (b) The City may lawfully reenter the managed premises or any part thereof and repossess the same and expel the Manager and those claiming under the Manager, without termination of this Management Agreement, and without being liable for any damages. Such reentry shall not be deemed to relieve the Manager from any covenant or obligation arising out of this Management Agreement. The Manager waives any demand for possession and any notice of intention of the City to terminate this Management Agreement or to reenter the managed premises, other than provided for herein.
- (c) The City may take whatever action at law or in equity that may appear necessary or appropriate to enforce performance and observance of any obligation, agreement or covenant of the Manager herein.

The City shall use its best efforts to mitigate damages resulting from default in this Management Agreement by the Manager.

Section 14.3. No Remedy Exclusive. No remedy herein conferred shall be considered exclusive of any other remedy conferred by this Management Agreement or by Law but all such remedies shall be cumulative. Every power and remedy given by this Management Agreement may be exercised from time to time and as often as may be declared expedient. No delay or omission of the City or Manager to exercise any power, right or remedy, shall impair any right or power or shall be construed to be a waiver thereof. No waiver of any breach of any covenant, agreement or provision of this Management Agreement shall be construed or held to be a waiver of any other breach, covenant, agreement or provision.

Section 14.4. Right to Cure Default. The City shall have the right but not the obligation in the case of an occurrence of an event of default by the Manager hereunder by curing such default at the Manager's expense and may enter into the managed premises for such purpose and take all action thereon as, in the reasonable opinion of the City, may be necessary or appropriate thereof. Any amount reasonably expended by the City in the curing of any default, shall be immediately due and payable by the Manager to the City.

Section 14.5. Peaceful Surrender. Upon the expiration, cancellation or termination of this Management Agreement, the Manager shall peacefully and quietly quit and surrender the managed premises to the City and neither the Manager nor anyone claiming by, through or under the Manager or this Management Agreement shall be entitled to possession or to remain in possession.

ARTICLE FIFTEEN MISCELLANEOUS

Section 15.1. Severability. If any term, condition or provision of this Management Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected hereby, and this Management Agreement and all of the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent of the law.

Section 15.2. Neutral Interpretation of Ambiguities. As both parties have had input as to the drafting of this Agreement, neither party shall be considered the drafter for purposes of interpreting ambiguities.

Section 15.3. Successors and Assigns; References. All of the terms, covenants, provisions and conditions of this Management Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The captions used herein are for convenience and not for interpretation of the Management Agreement provisions. References to one gender shall mean and include all other genders.

Section 15.4. Certifications. Either party hereto will at the request of the other party hereto, execute such certificate as is reasonably requested, setting forth the status of this Management Agreement and performance thereunder.

Section 15.5. Approvals. Whenever in this Management Agreement the consent or approval of the Manager or the City is requested or required or necessary, such content or approval shall not be unreasonably withheld or unduly delayed.

ARTICLE SIXTEEN
FURNITURE, FIXTURES AND EQUIPMENT

Section 16.1. Furniture, Fixtures and Equipment. The City shall purchase, furnish and install all of the furniture, fixtures and equipment required for the operation of the Facility as set forth on the schedule provided in Exhibit B of this Agreement. All furniture, fixtures and equipment purchased by the City and installed in the demised premises shall be and remain the property of the City and may not be removed at any time during the Term of this Management Agreement or at the expiration thereof. After installation of the furniture, fixtures and equipment, the Manager shall be responsible for the maintenance and replacement of the said items. The City will be responsible for replacing the fixtures and equipment in accordance to the schedule provided in Exhibit B. Upon the expiration of the Term of this Agreement, all fixtures shall remain the property of the City.

ARTICLE SEVENTEEN
MAINTENANCE OF PARKING AREA

Section 17.1. Maintenance of Parking Area. The Manager shall repair, maintain and illuminate and clean and provide snow removal in the parking areas at its own expense.

ARTICLE EIGHTEEN
MANAGER'S AGREEMENT TO GIVE EASEMENT

Section 18.1. Mutual Access. Each party hereby grants to the other the right to access the real property owned by the City and the Manager (or by Manager's related entity) for purposes of ingress and egress so that each party will have full right to utilize access roads into the parking lots of both the Facility and the property owned by Manager or its related entity.

ARTICLE NINETEEN
MANAGEMENT FEE

Section 19.1. Management Fee. The management fee for the managed premises to be paid by the City to the Manager shall be 90% of the annual gross sales of the facility.

Section 19.2. Pre-Opening Work. The parties shall agree to a pre-opening business plan and budget for activities needed prior to the opening of the facility. Such pre-opening activities may, by way of example include such things as the establishment of accounting systems; the screening/hiring/training of staff; the marketing of the Facility; the establishment of a web site; and the negotiations of various contracts for staff compensation. The City agrees to expend up to \$25,000.00 for such pre-opening activities and such funds shall be disbursed as agreed by the parties in said business plan.

IN WITNESS WHEREOF, the City and Manager have caused this Management Agreement to be duly executed as of the date first above written.

CITY OF WORTHINGTON

By: _____
Alan Oberloh, Mayor

ATTEST:

Janice Oberloh, City Clerk

MANAGER (Company Name)

By: _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF NOBLES)

On this _____ day of June, 2011, before me, a notary public within and for said County and State, personally appeared Alan Oberloh and Janice Oberloh, to me known to be the Mayor and the Clerk of the City of Worthington and that they executed the foregoing instrument on behalf of the City of Worthington, that they are authorized to do so, and acknowledged that they executed the same as their free act and deed.

Notary Public
My Commission Expires: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of June, 2011, before me a notary public within and for said county, personally appeared _____, to me known to be the _____ of _____ who executed the foregoing instrument and acknowledged that he executed the same on behalf of and by authority of the _____ of _____.

Notary Public,
My Commission Expires: _____

ORIGINAL DRAFT

EVENT CENTER MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into as of the _____ day of September, 2011, by and between the City of Worthington, a municipal corporation organized under the laws of the State of Minnesota (hereinafter called the "City") and _____, a _____ with its principal place of business located at _____ (hereinafter called "Manager"); WITNESSETH:

WHEREAS, the City is the owner of certain real property and will construct improvements on the property as described on the attached Exhibit A, and which land and buildings together is hereinafter referred to as the "Facility";

WHEREAS, the Facility is to be utilized as a municipal event center; and

WHEREAS, the City has implemented a one-half cent sales tax to raise the revenue sufficient to pay for the cost of constructing the Facility; and

WHEREAS, the parties desire to enter into a management agreement to govern the operation of the Facility by the Manager; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter made, the parties agree as follows:

**ARTICLE ONE
DEFINITIONS**

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

"City" means the City of Worthington.

"Facility" means all of the real estate, together with the improvements constructed thereon known as the "Worthington Convention Center", which is owned by the City and is more particularly described on the attached Exhibit A which is attached hereto and made a part hereof by this reference.

"Manager" means _____ of _____, a _____ [corporation, limited liability company, etc.] with its principal place of business located at _____.

"Term" means the term of this Management Agreement and all extensions and renewals thereof.

**ARTICLE TWO
REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of City. City represents that it is a political subdivision of the State of Minnesota and has the necessary power and authority to construct and own a municipal event center and enter into this Management Agreement to manage the Facility and carry out obligations hereunder.

Section 2.2. Representations and Warranties of Manager. Manager represents and warrants that the Manager is a _____ [corporation, limited liability company, etc.] duly organized under the laws of the State of Minnesota, and is duly authorized to conduct business within the State of Minnesota and has the necessary power and authority to enter into this Management Agreement.

ARTICLE THREE
TERM

Section 3.1. Term. The Term of this Management Agreement shall be for an initial period of five (5) years beginning on the date of execution of this Agreement, and shall automatically renew thereafter for successive five (5) year terms unless terminated by either party. Either party may terminate this Agreement at any time without penalty or cause by providing one (1) year written notice to the other party.

ARTICLE FOUR
USE OF FACILITY

Section 4.1. Use of Facility. During the original Term or any extended Term of this Management Agreement, the Manager shall maintain and use the Facility in the manner and only for those purposes as provided in this Management Agreement. The Manager shall have the right, power and authority to operate the site as an event center in conjunction with the adjoining and related facility owned/operated by the Manager or a related entity. The event center shall be used only for public purposes authorized by law and consistent with its intended character as a public event center including, but not limited to various meetings, wedding receptions, conventions, entertainment, performances and exhibitions for recreational, commercial, educational and economic development.

Section 4.2. Compliance with Laws. The Manager, during the term, shall comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental authorities, boards, commissions, and departments thereof (all being herein and together called the "Laws") of which Manager has knowledge, which are applicable to the maintenance, operation, use and occupancy of the managed premises.

ARTICLE FIVE
MANAGER'S DUTIES IN OPERATION OF EVENT CENTER

Section 5.1. Manager's Duties. The Manager agrees to perform the following duties relative to the operation of the Facility:

1. Supervise and direct the general operation of the Facility.
2. Establish rules of conduct and dress code requirements and file the same with the City. Manager may bar certain individuals or groups from the Facility to the extent permitted by Law.
3. Operate the Facility efficiently and with proper economy.
4. Develop policies with respect to publicity for the purposes of creating the greatest possible interest in and utilization of the Facility and file the same with the City.
5. Supervise and manage the operation of the Facility.

6. Use reasonable best efforts to promote the use of the Facility so that the Facility is used to the maximum extent possible and for the greatest public benefit.
7. Employ such persons as may be necessary to properly manage the Facility.
8. Set the fees for use of the Facility after consultation with the City.
9. Collect income and charges for the use of the Facility and any food, beverage and/or other merchandise sold therein.
10. Maintain the Facility as outlined in Article Six of this Agreement.
11. Maintain and replace the furniture, fixtures, and equipment provided by the City as outlined in Article Sixteen of this Agreement.
12. Provide and place and supervise all advertising and promotion circular matter appropriate for the advertisement of the Facility.
13. Present a budget to the City for expenses in advance of each fiscal year.
14. Provide financial reports and accountings to the City monthly.
15. Provide a third party audit of the operations to the City annually, which audit shall be an operating expense of the Facility and shall be paid for by the City for the first two years of the Contract.”

Section 5.2. Operation of Facility.

1. The Manager shall manage and operate the Facility in a professional and businesslike manner, and in a non-discriminatory manner.
2. The Manager shall maintain at all times an adequate labor force.
3. Subject to other terms and conditions set forth in this Agreement, Manager shall purchase and install such equipment and supplies as are reasonably necessary for the efficient operation of the Facility. The City shall have no responsibility to secure, train or direct personnel engaged in the operation of the Facility. All personnel while engaged in the performance of any work or services relating to the operation of the Facility – except for those employees who already were City employees - shall be the responsibility of the Manager and shall not be deemed employees of the City or have any contractual relationship with the City. All claims that arise under the Workers’ Compensation Act of the State of Minnesota or any like act on behalf of any employee shall be the sole obligation and responsibility of the Manager.
4. The Manager shall furnish to the City acceptable evidence of compliance with the Minnesota Workers’ Compensation Act.
5. The Manager agrees to pay all expenses associated with the day-to-day operation of the Facility which shall include but not be limited to utilities, real estate taxes, staffing, and the day-to-day maintenance set forth in Section 6.1 below.

6. The City shall budget \$60,000.00 per year for each of the first two (2) years of the operation of the facility which funds shall be maintained by City in a reserve account. Such reserve account may be accessed in the event that Facility revenues are not sufficient to meet the operating expenses for the Facility. If a need to draw on the reserve account should arise, the Manager shall immediately contact the City Finance Director and request a meeting. The City Finance Director and/or such other City staff shall meet with the Manager within seven (7) days of Managers request for a meeting, at which time the Manager will present financial data to the City staff supporting the need for the funding. If the City staff reasonably agrees that a funding need exists, the City shall immediately advance the funds needed for the revenue shortfall up to the amount budgeted for that calendar year. The funds may only be utilized to offset the expenditures related to the management and operation of the Facility that are not covered by revenues of the Facility. Any funds that remain in escrow at the end of each year are City funds, to be used by the City as it deems appropriate.

ARTICLE SIX MAINTENANCE AND REPAIR

Section 6.1. Manager's Maintenance Responsibility. Manager shall be responsible for all day-to-day maintenance and upkeep of the Facility and its grounds. Day-to-day maintenance shall include but not be limited to the routine cleaning of the Facility; the maintenance of all equipment; basic maintenance on plumbing and electrical systems; snow removal and the routine cleaning of parking lot and grounds; carpet repair; minor interior/exterior wall repairs; and the maintenance of all furniture, fixtures, and equipment as outlined in Article Sixteen of this Agreement. Any day-to-day maintenance remaining unperformed at the expiration of this Management Agreement shall remain the responsibility of the Manager.

Section 6.2. City's Repair and Replacement Responsibility. The City shall be responsible for all repairs and replacements to the Facility not considered day-to-day maintenance. These repairs include but are not limited to the exterior and interior structural elements of the Facility; major plumbing, electrical, heating and cooling equipment; and parking lot maintenance except for snow removal and routine cleaning which is governed by Section 17.1 below.

Section 6.3. Maintenance Dispute Resolution. In the event of a dispute between the parties as to whether or not an item of maintenance is the responsibility of the Manager or of the City under Sections 6.1 and 6.2 above or if a particular item or area is in need of repair at all, the parties shall first meet to discuss the issues and attempt to come to an agreement as to whether or not the item should be considered a day-to-day maintenance item, or whether or not the need for the replacement is due to ordinary wear and tear. If the parties cannot come to agreement, the dispute shall be submitted to binding arbitration. Each party shall appoint one arbiter and the two arbiters thus appointed shall appoint a third. The arbitration panel itself shall determine the procedure and timetable for the arbitration. A majority decision of the panel shall be final. The panel may award the costs of arbitration, including arbiters fees, in any manner it deems appropriate.

Section 6.4. Alterations.

- (a) Non-Structural Alterations. Manager shall have the right to do alterations such as non-structural remodeling, additions, modifications, deletions and improvements to the managed premises from

time to time as it may deem to be necessary or desirable; however, the general use and purpose of the managed premises shall not be changed. Manager shall receive approval from the City before commencing the work. The payment of costs of such alterations shall be agreed to by the Manager and City as to responsibility for payment. The alteration shall be included under the terms of this Management Agreement as part of the managed premises and shall become the property of the City. As between the City and Manager, the Manager shall retain all available federal or state tax credits, deductions and benefits thereof.

- (b) Structural Alterations. The Manager shall not make or do any structural remodeling or make any structural alterations, modifications or additions in or to the managed premises without the prior written approval of the City. All structural alterations, modifications or additions in and to the managed premises shall be deemed a part of the managed premises and become the property of the City in the absence of agreement to the contrary or unless the City shall require, at the time of the granting its approval, that the Manager shall remove the same at the end of the management term and restore the managed premises to its prior existing condition. In any event, as between the City and Manager, the Manager shall retain all available federal or state tax credits, deductions and benefits thereof.

Section 6.5. Damage by Manager. The Manager shall promptly repair any damage to the managed premises caused by the negligence of its employees or agents. Manager shall have the right to pursue and utilize insurance recovery funds in paying for any damage hereunder.

ARTICLE SEVEN TAXES AND UTILITIES

Section 7.1. Payment of Utilities. The Manager will pay or cause to be paid before the same shall become delinquent, all normal and routine charges for gas, water, steam, electricity, light, heat, air conditioning, power, telephone and other services or utilities used, rendered or supplied upon, or in connection with, the managed premises during the term of this Agreement and will save the City harmless against any liability or expense for any such charge.

Section 7.2. Taxes. It is the intention of the City and the Manager that the Facility be exempt from real estate taxes, and the City agrees that it will apply for exemption from real property taxes levied by the State of Minnesota, or any subdivision thereof, such application to be made to the responsible officer of Nobles County, Minnesota, as soon as practicable. However, it is agreed by and between the City and the Manager that if it should be determined that the Facility is subject to real property taxes by virtue of this Agreement, the Manager has the right to terminate this Agreement.

ARTICLE EIGHT SPECIAL COVENANTS

Section 8.1. Nondiscrimination. The Manager covenants and agrees to comply with the provisions of the Laws of the State of Minnesota, and any ordinances thereof, which might relate to civil rights and discrimination which shall be considered a part of this Management Agreement as though fully set forth herein.

Section 8.2. Conflict of Interest. No official or employee of the City shall have any undisclosed personal interest, direct or indirect, in this Management Agreement. The Manager warrants that it has not been paid or will not pay or give any officer or employee of the City any money or other consideration for obtaining this Management Agreement.

Section 8.3. Termination by the Manager. If the Facility cannot be used by the public for the purpose for which it was constructed due to any law, ordinance, order, rule, regulation or requirement of any federal, state or local government authority, or any boards, commissions, or departments thereof, including the City, then the Manager, at its option, may by written notice to the City, terminate this Management Agreement effective upon a date therein specified, which date shall not be less than thirty (30) days after such notice is given to the City, and all obligations and liabilities of the Manager hereunder shall cease as of such termination date, except for liabilities and obligations hereunder which have owed or accrued prior to such termination date.

ARTICLE NINE INSPECTIONS

Section 9.1. City's Right to Inspect. The City and its authorized representatives shall have the right, but not the obligation, to inspect the managed premises, and the Manager will permit authorized representatives of the City to enter the managed premises at all times during usual business hours for the purpose of inspecting the managed premises. The Manager agrees to meet and confer with representatives of the City at reasonable intervals but not more than once a month, concerning the operation and maintenance of the Facility; and to provide, at reasonable intervals but not more often than annually, such information concerning the maintenance and operation of the Facility.

ARTICLE TEN INDEMNITY

Section 10.1. Indemnity. The Manager agrees to indemnify and save the City, its officers and employees, harmless from and against all claims and demands, and resulting damages, costs and expenses, including reasonable attorney's fees, of any kind or nature whatsoever arising from:

- (a) The use and occupation of the managed premises by the Manager; the operation and management of the Facility; the condition and maintenance of the Facility; or from any act or negligence of the Manager, its agents, contractors, servants, or employees in or about the managed premises.
- (b) Breach or default on the part of the Manager of any material covenant or agreement on the part of the Manager to be performed pursuant to the terms of this Management Agreement.
- (c) Violation by the Manager of any law, ordinance or regulation affecting the managed premises, or a part thereof or the use or occupancy thereof, and of which City has given Manager written notice of, specifying such violation, and which Manager has not or cannot cure or remedy within 90 days following said notice, and of which violation City has demonstrated actual damages as a result of said claimed violation.

In any case of any action or proceeding brought against the City by reason of a claim where Manager has been negligent in his management or actions, thus incurring such action or proceedings against the City, and City's written notice to Manager, and Manager's failure to cure the violation with 90 days following said notice, upon written notice from the City, the Manager covenants to defend such action or proceeding by counsel reasonably satisfactory to the City.

The obligation of the Manager under this Section shall not be limited to the extent of insurance carried by or provided by the Manager or subject to any exclusion from coverage from any insurance policy.

The City shall promptly give notice to the Manager of any claims and demands of which it becomes aware. The City agrees to cooperate fully with the Manager, when and to the extent requested by the Manager, in any defense of any such claims and demands, but without cost to the City, except for time and delivery within the City of Worthington and except for time and delivery within the City of Worthington, and necessary staff time of its officers and employees within our outside of the City of Worthington as necessitated by defense of such claims or costs by Manager.

Section 10.2. Release of Claims. The Manager does hereby waive any and all claims for, and does hereby release the City, its officers and employees from any and all costs, expenses and damages incurred by the Manager with respect to the personal property of the Manager on the managed premises and specifically agrees that the City, its officers and employees shall not be liable to the Manager, its successors or assigns, unless the City, its officers or employees have acted negligently with respect to the personal property of Manager.

ARTICLE ELEVEN LIENS AND ASSIGNMENTS

Section 11.1. Assignment and Subletting. Except as permitted by the provisions of this Agreement, the Manager shall not assign, sublet or otherwise transfer its interest in this Agreement or the managed premises, either in whole or in part except that Manager may make assignment of the Agreement to a successor entity which Manager may form to manage the Facility, as long as the actual corporate management staff of Manager is the same as that in place at the time of execution of this Agreement.

Section 11.2. Mechanic's Liens. The Manager shall keep the managed premises free of mechanic's liens and upon receiving notice of the filing of any such lien shall cause the same to be released or satisfied. The Manager shall have no power to subject the City's interest in the premises to any mechanic's liens. Provided, however, that the Manager shall not have any responsibility to keep the managed premises free of mechanic's liens arising from work done by or for, or materials ordered by or for, the City work upon or in the managed premises pursuant to this Management Agreement, and the City shall keep the managed premises free of liens for work done by or for, or for materials delivered by or for, the City, and promptly upon receiving notice of the filing of any such lien shall cause the same to be released of record.

Section 11.3. Contests. The foregoing to the contrary notwithstanding, the City or Manager may, in good faith, contest any lien, after first notifying the other in writing of its intention to do so and furnishing to the other a bond or other security reasonably satisfactory to the other to protect the other against any risk or damages arising out of such contest, unless the other shall reasonably determine that by such contest, and notwithstanding such bond or security, its interest in the managed premises will be materially endangered or materially adversely affected.

Neither the Manager or the City shall be in default under this Agreement for nonpayment or nonrelease of any such lien while contesting such lien pursuant to this Agreement.

ARTICLE TWELVE INSURANCE

Section 12.1. Insurance. The City shall, at its sole expense, keep the Facility insured against risk of loss, including but not limited to, fire, extended damage perils, vandalism and malicious mischief, and collapse.

Section 12.2. Liability Insurance. The Manager shall procure and maintain continuously in effect, during the Term of this Management Agreement, policies of insurance of the kind and amount as follows:

- (a) Comprehensive general liability insurance in amounts of not less than \$2,000,000.00 for injury to or death of any one person; \$2,000,000.00 for injuries or death arising from any one occurrence; occurring on the managed premises or arising out of the use thereof, but the policies also may have annual aggregate limits of not less than \$2,000,000.00. The City shall be listed as additional insured and the policy shall provide that the policy may not be cancelled without at least thirty (30) days notice to both the City and the Manager.
- (b) Dram Shop Insurance in an amount of at least \$1,000,000 if any alcoholic beverages are served on the demised premises. The City shall also be listed as an additional insured on any such policy, and the policy shall provide that it may not be cancelled without notice to both the City and the Manager.
- (c) Automobile liability insurance in an amount of at least \$1,000,000 to insure company owned vehicles and hired/non owned auto.

Section 12.3. Business Personal Property. The City shall, at its sole expense, provide insurance for personal property owned by the City including chairs, tables, and the sound system. Manager shall, at its sole expense, provide insurance for personal property owned by Manager including food and drink inventory and office property.

Section 12.4. Common Walkway. It is anticipated that there will be a connecting walkway or hallway between the Facility and a separate property owned and operated by Manager or a related entity. Manager shall include the connector on its property and casualty insurance coverage policy and the City shall reimburse Manager for one-half (1/2) of that portion of the premium attributable to the common walkway.

Section 12.5. General Requirements. All insurance required under this Article shall be placed and maintained with responsible insurance companies licensed to do business in the State of Minnesota. The Manager shall furnish the City with a certificate or certificates of insurance evidencing the coverages required and that such insurance is in force and effect. The insurance required may be blanket insurance policy or policies.

Each policy of insurance shall contain a provision that no negligent act or omission of the City or the Manager shall affect or limit the obligation of insurer to pay the amount of any loss sustained and shall contain a waiver of subrogation by the insurer. The Manager and the City each hereby waive any and all rights of recovery against the other and against the officers and employees of the other, and loss or damage to the managed premises and Facility to the extent of any insurance proceeds realized as a result of such loss or damage.

ARTICLE THIRTEEN
NOTICES

Section 13.1. How Given. All notices, requests or demands required or permitted to be given under this Management Agreement shall be in writing and shall be given by personal delivery to any party, or officer of the party, to which notice is being given, or by depositing in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

If to Manager:

If to City: City Administrator
City of Worthington
303 Ninth Street
Worthington, Minnesota 56187

The address to which notice or copy thereof are to be mailed (including the name of the addressee) may be changed by the party to whom the notice is to be given, by giving the other party thereto, a written notice of address change (including a change in name of addressee if desired) not less than thirty (30) days before the effective change.

Any notice given by mail as provided herein shall be effective on the third business day following the date the same is deposited in the United States mail. Any notice given by personal delivery as provided herein shall be effective on the day of delivery.

ARTICLE FOURTEEN EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default. Any one or more of the following events shall constitute an event of default by the Manager under this Agreement:

- (a) If notice of cancellation of any insurance policy required to be maintained by the Manager is provided to the City and/or the Manager; and if the Manager fails to renew or replace such policy within ten (10) days after receiving notice of cancellation from either the insurer or the City.
- (b) If the interest of the Manager shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days of such levy or attachment.
- (c) If the license or other authority of the Manager to conduct business in the State of Minnesota or at the Facility shall be cancelled, revoked, suspended, annulled, or otherwise terminated and such cancellation, revocation, suspension, annulment or other termination shall not be withdrawn or otherwise reinstated by the State of Minnesota or other authority within 60 days of said action.
- (d) If the Manager shall file a petition in bankruptcy; be dissolved or liquidated; be adjudicated as bankrupt or insolvent; or shall make assignment for the benefit of its creditors; or shall admit in writing its inability to pay its debts generally as they become due.
- (e) If the Manager fails to observe or perform any other material covenant, condition or obligation on its part under this Management Agreement, and such failure or violation shall continue for a period of thirty (30) days after written notice has been given to the Manager by the City specifying such failure or violation and requesting that it be remedied.
- (f) If the Manager assigns or sublets this Agreement or the premises in violation of the provisions of this Agreement, and if such assignment or sublease is not terminated, rescinded, cancelled or satisfied within thirty (30) days after the City has given written notice to the Manager.

Section 14.2. Remedies. Whenever any event of default referred to in Section 14.1 hereof shall have happened and be subsisting, the City may at its option, subject to applicable laws and statutes, take any one or

more of the following remedies:

- (a) The City may cancel and terminate this Management Agreement and the Manager's rights hereunder by serving notice in writing upon the Manager to the effect that the City elects to terminate this Management Agreement upon a date therein specified, which date shall be not less than thirty (30) days after the service of such notice nor more than one hundred eighty (180) days, and this Management Agreement shall then expire on the date so specified with the same force and effect as if that date had been originally fixed as the expiration of the Term hereof, and the City may lawfully reenter the managed premises and repossess the same and remove the Manager and those claiming under this Management Agreement without being liable for damages therefore.
- (b) The City may lawfully reenter the managed premises or any part thereof and repossess the same and expel the Manager and those claiming under the Manager, without termination of this Management Agreement, and without being liable for any damages. Such reentry shall not be deemed to relieve the Manager from any covenant or obligation arising out of this Management Agreement. The Manager waives any demand for possession and any notice of intention of the City to terminate this Management Agreement or to reenter the managed premises, other than provided for herein.
- (c) The City may take whatever action at law or in equity that may appear necessary or appropriate to enforce performance and observance of any obligation, agreement or covenant of the Manager herein.

The City shall use its best efforts to mitigate damages resulting from default in this Management Agreement by the Manager.

Section 14.3. No Remedy Exclusive. No remedy herein conferred shall be considered exclusive of any other remedy conferred by this Management Agreement or by Law but all such remedies shall be cumulative. Every power and remedy given by this Management Agreement may be exercised from time to time and as often as may be declared expedient. No delay or omission of the City or Manager to exercise any power, right or remedy, shall impair any right or power or shall be construed to be a waiver thereof. No waiver of any breach of any covenant, agreement or provision of this Management Agreement shall be construed or held to be a waiver of any other breach, covenant, agreement or provision.

Section 14.4. Right to Cure Default. The City shall have the right but not the obligation in the case of an occurrence of an event of default by the Manager hereunder by curing such default at the Manager's expense and may enter into the managed premises for such purpose and take all action thereon as, in the reasonable opinion of the City, may be necessary or appropriate thereof. Any amount reasonably expended by the City in the curing of any default, shall be immediately due and payable by the Manager to the City.

Section 14.5. Peaceful Surrender. Upon the expiration, cancellation or termination of this Management Agreement, the Manager shall peacefully and quietly quit and surrender the managed premises to the City and neither the Manager nor anyone claiming by, through or under the Manager or this Management Agreement, shall be entitled to possession or to remain in possession.

ARTICLE FIFTEEN
MISCELLANEOUS

Section 15.1. Severability. If any term, condition or provision of this Management Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected hereby, and this Management Agreement and all of the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent of the law.

Section 15.2. Neutral Interpretation of Ambiguities. As both parties have had input as to the drafting of this Agreement, neither party shall be considered the drafter for purposes of interpreting ambiguities.

Section 15.3. Successors and Assigns; References. All of the terms, covenants, provisions and conditions of this Management Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The captions used herein are for convenience and not for interpretation of the Management Agreement provisions. References to one gender shall mean and include all other genders.

Section 15.4. Certifications. Either party hereto will at the request of the other party hereto, execute such certificate as is reasonably requested, setting forth the status of this Management Agreement and performance thereunder.

Section 15.5. Approvals. Whenever in this Management Agreement the consent or approval of the Manager or the City is requested or required or necessary, such consent or approval shall not be unreasonably withheld or unduly delayed.

ARTICLE SIXTEEN FURNITURE, FIXTURES AND EQUIPMENT

Section 16.1. Furniture, Fixtures and Equipment. The City shall purchase, furnish and install all of the furniture, fixtures and equipment required for the operation of the Facility as set forth on the schedule provided in Exhibit B of this Agreement. All furniture, fixtures and equipment purchased by the City and installed in the demised premises shall be and remain the property of the City and may not be removed at any time during the Term of this Management Agreement or at the expiration thereof. After installation of the furniture, fixtures and equipment, the Manager shall be responsible for normal, day-to-day the maintenance and replacement of the said items at Manager's expense. Replacement of said items shall be funded through the operations of the Event Center prior to any net cash flow distribution to the City. The City will be responsible for replacing the fixtures and equipment in accordance to the schedule provided in Exhibit B. Upon the expiration of the Term of this Agreement, all fixtures shall remain the property of the City.

ARTICLE SEVENTEEN MAINTENANCE OF PARKING AREA

Section 17.1. Maintenance of Parking Area. The Manager shall provide normal seal coating and striping, maintain and illuminate and clean and provide snow removal in the parking areas at its own expense.

ARTICLE EIGHTEEN MANAGER'S AGREEMENT TO GIVE EASEMENT

Section 18.1. Mutual Access. Each party hereby grants to the other the right to access the real property owned by the City and the Manager (or by Manager's related entity) for purposes of ingress and egress

so that each party will have full right to utilize access roads into the parking lots of both the Facility and the property owned by Manager or its related entity.

ARTICLE NINETEEN
MANAGEMENT FEE

Section 19.1. Management Fee. The management fee for the managed premises to be paid by the City to the Manager shall be beginning 30 days before the Facility opens:

1. In years 1 and 2 of the Agreement, monthly, the greater of \$2,000.00 plus travel expense reimbursement, or 50% of net cash flow after all operating expenses are paid.
2. In years 3 and beyond, monthly, the greater of \$2,000.00 plus travel expense reimbursement or 90% of net cash flow after all operating expenses are paid.

Section 19.2. Pre-Opening Work. The parties shall agree to a pre-opening business plan and budget for activities needed prior to the opening of the facility. Such pre-opening activities may, by way of example include such things as the establishment of accounting systems; the screening/hiring/training of staff; the marketing of the Facility; the establishment of a web site; and the negotiations of various contracts for staff compensation. The City agrees to expend up to \$65,000.00 for such pre-opening activities and such funds shall be disbursed as agreed by the parties in said business plan.

IN WITNESS WHEREOF, the City and Manager have caused this Management Agreement to be duly executed as of the date first above written.

CITY OF WORTHINGTON

By: _____
Alan Oberloh, Mayor

ATTEST:

Janice Oberloh, City Clerk

MANAGER (Company Name)

By: _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF NOBLES)

On this _____ day of June, 2011, before me, a notary public within and for said County and State, personally appeared Alan Oberloh and Janice Oberloh, to me known to be the Mayor and the Clerk of the City of Worthington and that they executed the foregoing instrument on behalf of the City of Worthington, that they are authorized to do so, and acknowledged that they executed the same as their free act and deed.

Notary Public
My Commission Expires: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of June, 2011, before me a notary public within and for said county, personally appeared _____, to me known to be the _____ of _____ who executed the foregoing instrument and acknowledged that he executed the same on behalf of and by authority of the _____ of _____.

Notary Public,
My Commission Expires: _____

Central Group



MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Worthington, hereinafter "the City" is a municipal corporation organized under the laws of the State of Minnesota; and

WHEREAS, Lexington Hotel Development Group, LLC, hereinafter "Company", is a corporation doing organized business in the State of Wisconsin; and

WHEREAS, the City has implemented a half cent sales tax for the construction of an event center in the City of Worthington and is looking for a qualified company to manage the said center, and

WHEREAS, the Company has many years of experience in the hospitality sector and is committed to constructing/owning/managing a 75 room Comfort Suites Hotel in conjunction with the event center; and

WHEREAS, both parties agree to the principal terms of the Management Agreement provided as exhibit A;

NOWHEREFORE, both parties intend to work in good faith to finalize the following items:

Lexington Hotel Development Group shall:

- Agree and execute the City's management agreement.
- Will commit its Comfort Suites franchise for the development.
- Acquire adequate funding for the project.
- Construct a 75 room Comfort Suites that complements the event center on the site provided.
- Will start construction by no later than June 30, 2012. Construction will start earlier if at all possible.

The City of Worthington shall:

- Assist Lexington Hotel Development Group, LLC in its pursuit of the maximum TIF funding (approximately \$400k), front end loaded, for the construction of the hotel.

7040 INDUSTRIAL LOOP -OR- P.O. BOX 43
GREENDALE, WI 53129
PHONE: (414) 858-9330



- Agree to sell Lexington Hotel Development Group the property necessary to construct a 75 room hotel for \$1. The actual size of the purchase will be determined upon the approval of a final site plan for the entire development by both parties. The City shall be the responsible party to have the proper environmental tests (Phase I) and assure the utilities are available to the development site. Both parties agree that The City shall reimburse the Company all expenses directly associated with the geotechnical study in the event the Company determines the planned Comfort Suites development would become infeasible as a result of the information contained in or derived from the geotechnical study.
- Provide exclusivity to Lexington Hotel Development Group, LLC until June 30, 2012 to obtain funding and start construction on the Event Center/Hotel project.
- Construct an event center with the proceeds of 3.5 million, which will be attached to the hotel. The event center will include all furniture, fixtures and equipment required for operation.

The City of Worthington and Lexington Hotel Development Group, LLC jointly shall:

- Coordinate all professional services for the project, with the exception of the environmental tests outlined above.

Confidentiality:

During the term of this agreement, neither party shall, and shall procure that its agents, employees or representatives shall not, disclose or permit or suffer to be disclosed any details of this project:

Except :

As required by law

To any third party that either party reasonably considers necessary for the purpose of considering or evaluating the project

To the extent the confidential information is or shall be in the public domain.

7040 INDUSTRIAL LOOP -OR- P.O. BOX 43
GREENDALE, WI 53129
PHONE: (414) 858-9330



Good faith negotiations shall be considered exclusive and shall be so for a period of nine months from the date of this memorandum is adopted by the City. This memorandum may not be modified or terminated prior to the expiration of the nine month period unless agreed to in writing by both parties.

Dated this _____ day of November 2011.

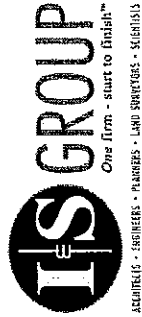
City of Worthington

Lexington Hotel Development Group, LLC

By: _____
Mayor

By: _____

7040 INDUSTRIAL LOOP -OR- P.O. BOX 43
GREENDALE, WI 53129
PHONE: (414) 858-9330



Bid Tabulation for Former YMCA Demolition
Bid Letting on Wednesday, October 19, 2011, at 2:00 PM
I&S Project Number: # 10-12624

Contractor	Hazardous Materials Removals & Asbestos Abatement Bid	Building Demolition and Site Work Bid	Soil Correction Unit Price Bid (Cubic Yard)			Contaminated Soils Unit Price Bid (Cubic Yard)			Bid Security		Addendum No. 1	
			101	102	103	201	202	203	Yes	No	Yes	No
Blue Earth Environmental	\$118,600.00	\$216,500.00	\$6.50	\$11.20	\$12.60	\$28.00	\$11.20	\$12.60	X		X	
Dulas Excavating, Inc.	-	\$164,500.00	\$5.00	\$11.50	\$11.50	\$45.00	\$11.50	\$11.50	X		X	
EPS	\$134,200.00	-	X	X	X	X	X	X	X		X	
Lindstrom Environmental, Inc.	\$68,800.00	-	X	X	X	X	X	X	X		X	
Quad State Asbestos Removal, Inc.	\$143,333.00	-	X	X	X	X	X	X	X		X	
Rachel Contracting	-	\$266,850.00	\$19.00	\$14.00	\$18.00	\$75.00	\$14.00	\$20.00	X		X	
Twell Environmental	\$87,898.00	-	X	X	X	X	X	X	X		X	
Worthington Excavating, Inc.	-	\$210,988.00	\$12.50	\$15.20	\$18.50	\$48.00	\$15.20	\$18.50	X		X	



www.is-grp.com

MANKATO
 115 E Hickory St, Suite 300
 Mankato, MN 56001
 PH: 507.387.6651
 FX: 507.387.3583

FARIBAULT
 1415 Town Square Ln
 Faribault, MN 55021
 PH: 507.331.1500
 FX: 507.331.1501

ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS

DULAS EXCAVATING, INCORPORATED - BID REVIEW

Project Title: Former YMCA Demolition
 I&S Group Project Number: 10-12824

Item No.	Item	Unit	Quantity	Unit Price	Amount	Estimate
DEMOLITION						
1.000	GENERAL CONDITIONS / SITE MOBILIZATION	LS	1	\$ 8,910.00	\$ 8,910.00	\$ 11,193.75
2.000	DISCONNECT BUILDING	LS	1	\$ 1,000.00	\$ 1,000.00	\$ -
3.000	BUILDING DEMOLITION	LS	1	\$ 73,600.00	\$ 73,600.00	\$ 100,000.00
4.000	WALL REPAIR	LS	1	\$ 6,350.00	\$ 6,350.00	\$ 12,500.00
TOTAL COST					\$ 89,860.00	\$ 123,693.75
SITEWORK						
1.000	GENERAL CONDITIONS / SITE MOBILIZATION	LS	1	\$ 7,290.00	\$ 7,290.00	\$ 5,399.82
2.000	REMOVE CONCRETE SIDEWALK & CURB &	SF	1,450	\$ 0.25	\$ 362.50	\$ 2,072.50
3.000	SAWCUT AND REMOVE BITUMINOUS PAVEMENT	SY	25	\$ 4.00	\$ 100.00	\$ 1,272.00
4.000	REMOVE SANITARY SERVICE	LF	155	\$ 2.00	\$ 310.00	\$ 460.00
5.000	5" CONCRETE WALK W/ SAND BASE	SF	1450	\$ 7.25	\$ 10,512.50	\$ 6,670.00
6.000	CONCRETE CURB & GUTTER	LF	40	\$ 52.50	\$ 2,100.00	\$ 3,060.00
7.000	BITUMINOUS PATCHING	SY	25	\$ 31.50	\$ 787.50	\$ 800.00
8.000	CONNECT TO EXISTING WATER MAIN/SERVICE	EA	1	\$ 650.00	\$ 650.00	\$ 500.00
9.000	CONNECT TO EXISTING SANITARY SEWER/SERVICE	EA	1	\$ 200.50	\$ 200.50	\$ 500.00
10.000	6" SANITARY SERVICE	LF	150	\$ 22.50	\$ 3,375.00	\$ 1,950.00
11.000	STORM SEWER	LIN FT	170	\$ 38.00	\$ 6,460.00	\$ 4,590.00
12.000	STORM DRAINAGE STRUCTURES	LIN FT	7	\$ 450.00	\$ 3,150.00	\$ 1,295.00
13.000	DRAINAGE STRUCTURE CASTING ASSEMBLIES	EA	3	\$ 450.00	\$ 1,350.00	\$ 1,350.00
14.000	WATER LINE INSTALL	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 5,000.00
15.000	CLEAN BORROW MATERIAL	CY	3,200	\$ 10.00	\$ 32,000.00	\$ 22,500.00
16.000	CONNECT TO EXISTING STORM SEWER	EA	1	\$ 150.00	\$ 150.00	\$ 750.00
17.000	EROSION CONTROL AND MAINTENANCE	LS	1	\$ 942.00	\$ 942.00	\$ 1,500.00
TOTAL COST					\$ 74,640.00	\$ 59,669.32
COMBINED TOTAL COST					\$ 164,500.00	\$ 183,363.07

September 6, 2011

City of Worthington
P.O Box 279
Worthington, Minnesota 56187
Attn: Mr. Dwayne Haffield – Director of Engineering

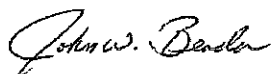
Subj: Cost Proposal/Contract
Contaminated Soil Screening & Documentation
Former YMCA Redevelopment
Worthington, Minnesota

Dear Mr. Haffield:

This correspondence provides our contract/cost proposal for Contaminated Soil Screening & Documentation activities for the referenced project. The contract/cost proposal outlines the scope of service and associated costs necessary to meet MPCA requirements, as well as the anticipated requirements for site redevelopment. This proposal also provides an itemization of fees, terms & conditions and other information.

Please review the contract and, if acceptable, return the signed original to our office. We will then sign the contract and send you a copy. GeoTek Engineering & Testing Services, Inc. appreciates the opportunity of being considered for this work. We look forward to working with you in the future. Please contact us at 1-800-354-5512 if you have questions regarding this proposal.

GeoTek Engineering & Testing Services, Inc.



John W. Benda
Senior Project Manager
MPCA Certified UST Supervisor #6872

CONTRACT FOR CONSULTING SERVICES

September 6, 2011

Client: City of Worthington
P.O Box 279
Worthington, Minnesota 56187

Phone: (507) 372-8640
FAX: (507) 372-8630

Consultant: GeoTek Engineering & Testing Services, Inc.
909 E. 50th Street North
Sioux Falls, South Dakota 57104

Project: Contaminated Soil Screening & Documentation
Former YMCA Redevelopment - Worthington, Minnesota

INTRODUCTION

This correspondence provides a cost estimate and work plan to perform contaminated soil screening and excavation observations during demolition of the former YMCA complex located at 211 11th Street in Worthington, Minnesota. The work will be performed to document petroleum concentrations encountered in the subsurface. The purpose of this proposal is to outline a scope of work, estimated fees, scheduling information, and the terms and conditions under which we will perform the work.

The Client is urged to carefully review the terms and conditions of this contract before signing. Please call GeoTek if any clarification is needed. Please note that GeoTek is being retained by the City of Worthington (Client), Worthington, Minnesota. As such, Consultant is not working for or is being paid by the Minnesota Petrofund. Client further acknowledges that it is solely responsible for payment of Consultant's invoices and for seeking financial assistance from the Petrofund, if applicable.

PROJECT INFORMATION

We understand the City of Worthington plans to demolish and redevelop a portion of the former YMCA complex in Worthington, Minnesota. As a result of previous assessments, the City has identified a potential former petroleum release area under a portion of the complex to be demolished. The City of Worthington has requested GeoTek to be on site for soil sampling and segregating activities during excavation in the areas previously identified, and to provide the required documentation to the MPCA.

SCOPE OF WORK

Based on our understanding of the project, the scope of our work will be limited to the following:

1. Attending a preconstruction conference in Worthington, Minnesota.
2. Mobilizing a senior project manager to the site.
3. Overseeing the excavation of subsurface soils below the portions of the structures to be demolished, as necessary.
4. Collecting soil samples and segregating contaminated from uncontaminated soil.
5. Coordinating the disposal of contaminated soil at the Nobles County Landfill.
6. Submitting selected soil samples to a chemistry laboratory for analysis of petroleum compounds.
7. Submitting a report presenting our field observations and laboratory data, along with our opinions and recommendations.

FEES

Consultant's fees will be charged on a unit cost basis. For the scope of work outlined above the estimated units and unit costs are outlined on Attachment A. This is an estimate only. Actual fees billed will depend upon the amount of work performed and expenses incurred. Consultant will not, however, exceed the estimate without Client's prior approval.

SCHEDULE

We would be present at the preconstruction meeting, when scheduled, and would mobilize to the site when the construction is underway near known areas of petroleum contamination. Consultant will coordinate with the General Contractor and the City of Worthington Engineering Department to schedule the site visits. We anticipate 2-3 site visits during the project, including the preconstruction meeting. Laboratory testing of soil samples takes approximately 2-3 weeks. A written report would be available after receipt of the laboratory results, and contaminated soil disposal.

PERSONNEL

GeoTek will utilize John W. Benda as the project manager for this project. The project team may consist of several members of GeoTek staff.

TERMS AND CONDITIONS

Please refer to Attachment B for the Terms and Conditions by which consultant will conduct its work. Please refer especially to the section of Payment of Consultant Fees.

QUALITY CONTROL/QUALITY ASSURANCE

The methodology in Attachment C describes some of the significant quality control/quality assurance procedures that Consultant utilizes for environmental work.

ACCEPTANCE

If this cost estimate and work plan is acceptable, please indicate acceptance by signing and dating in the indicated area and returning a copy to our office.

Client

City of Worthington
Worthington, MN

By: _____
(Printed Name)

(Signature)

Title: _____

Date: _____

Consultant

GeoTek Engineering &
Testing Services, Inc.

By: _____
(Printed Name)

(Signature)

Title: _____

Date: _____

ATTACHMENT A

Cost Itemization
Soil Screening and Documentation
Former YMCA Redevelopment Project
Worthington, Minnesota

<u>Description</u>	<u>Estimated Units</u>	<u>Unit Cost</u>	<u>Estimated Total</u>
<u>Travel and Field Work</u>			
Sr. Project Manager Travel (2-3 trips)	5-7 hours	\$98/hr.	\$ 490-686.00
Vehicle Cost (3 trips)	250-375 miles	\$0.60/mi.	\$ 150-225.00
Site Time (Sr. Project Manager)	8-10 hours	\$98/hr.	\$ 784-980.00
Photoionization Detector	8-10 hours	\$12.50/hr	\$ 100-125.00
<u>Laboratory Analysis</u>			
BTEX, GRO and DRO	3-4 tests	\$65	\$ 195-260.00
Total Lead	1-2 tests	\$30	\$ 30- 60.00
Overnight Sample Shipping	1-2 coolers	\$20/cooler	\$ 20- 40.00
<u>Administrative</u>			
Senior Project Management	4-6 hours	\$98/hr.	\$ 392-588.00
Report Preparation (Sr. Project Manager)	4-6 hours	\$98/hr.	\$ 392-588.00
Drafting	1-2 hours	\$55/hr.	\$ 55-110.00
Clerical	1-2 hours	\$35/hr.	\$ 35- 70.00
Total Estimate			\$2643-3732.00

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will make available to Consultant all known and all suspected documentation and information regarding existing and proposed conditions or requirements which affect the work to be performed.

1.2 Client will immediately transmit to Consultant any new information or documentation which becomes available to it or its subcontractors, so that Consultant's recommended actions can be reviewed and revised, as appropriate.

1.3 Client will designate a representative to answer questions about, and give directions regarding, the project. If the work to be performed requires the presence of Consultant's personnel on the job site, the Client will cause, upon not less than 24 hours prior notice from Consultant, a representative designated by Client to be present at the job site to answer questions about, and give directions regarding, the project.

Job 9/6/11

~~1.4 Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of any advice, judgement, action, or decision based on any inaccurate or incomplete documentation or information furnished by Client or other contractors or persons acting for or on behalf of Client, and Client will save, indemnify and hold Consultant harmless from and against all claims, actions, liabilities, damages, injuries, costs and amounts arising out of or contributed to by such inaccurate or incomplete documentation or information.~~

SECTION 2: SITE LOCATION/ACCESS/PERMITS AND APPROVALS/UTILITIES

Should the services to be performed under this contract require Consultant to evaluate Client's real property, the following provisions are applicable:

2.1 The Client will determine, inform Consultant of, and be responsible for the accuracy of the property lines and markers.

2.2 Client will at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the work. If Client is not the owner of the job site, the Client warrants that it has obtained all necessary or appropriate easements, licenses, permits, authorizations and permission for Consultant to carry out its work on the property.

2.3 Consultant will assist Client in applying for and obtaining permits and approvals normally required by law; however, ultimate responsibility for obtaining the permits and approval remains with Client.

2.4 While Consultant will take reasonable precautions to minimize damage to property, it is understood by Client that in the normal course of the work some damage may occur. The Client shall repair any damaged property at its own cost and expense.

2.5 Client agrees to render reasonable assistance requested by Consultant to enable performance of tests and/or observations without delay or interference, and, upon request of Consultant, to provide suitable work space.

2.6 Consultant will contact utility companies that Client represents as having utility structures under, on, above, or in close proximity to the job site. In performing its work, Consultant will take reasonable precautions to avoid damage or injury to utility structures identified and located by such utility companies.

However, Client agrees to save, indemnify and hold Consultant, its employees and agents, from and against all amounts, damages, injuries, claims, actions, costs and liabilities relative to such utility structure.

SECTION 3: SAMPLES

3.1 Consultant will retain representative nonhazardous samples for a maximum of 30 (thirty) days after submission of Consultant's report. Upon request by Client and at Client's expense, such samples can be shipped to a destination selected by Client, or Consultant can store them for an agreed

upon storage charge.

3.2 Client is responsible for informing GeoTek of all known or suspected hazardous materials which are either present on the job site or submitted to Consultant. Consultant will arrange for the lawful disposal of materials such as, but not limited to, samples or drilling outtings taken by Consultant in the course of its work. The cost of the disposal will be paid by Client.

SECTION 4: FEE PAYMENT

4.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date that Client receives invoices. Consultant shall submit invoices monthly or at such other intervals as it deems appropriate. Invoices will include charges for testing of samples in progress, field work, project management, fees, and all other costs, expenses and taxes. A detailed itemization of charges and backup data will be provided at the Client's request for a reasonable charge.

4.2 Any invoice not paid within the terms noted above shall incur a finance charge of 1.5% per month (annual rate of 18%). In the event Consultant institutes any action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred in connection therewith, including reasonable attorney fees.

4.3 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Client to meet the terms of payment will relieve Consultant of the responsibility of completing the project. Client releases and forever discharges Consultant from all damages, liabilities, claims, actions, injuries, costs and amounts arising out of Consultant's incomplete work occasioned by Client's failure to fully and timely satisfy the payment terms herein and Client will save, indemnify and hold harmless from and against all claims, actions, liabilities, damages, injuries, costs and amounts relating to Client's failure to fully and timely satisfy the payment terms herein.

4.4 Consultant reserves the right to increase its unit fees January 1st of each year. Therefore, the unit fees that apply to this contract may be increased if the work carries over into a new year. Consultant will inform Client prior to January 1st of any fee increases.

4.5 Consultant reserves the right to charge a fuel surcharge for vehicle mileage. The surcharge will be based on the increased cost of fuel between the first week of January and time frame in which the work is performed, as available at eia.doe.gov.

SECTION 4: OWNERSHIP OF DOCUMENTS/USE OF CONSULTANT'S REPORT

5.1 All documents prepared by Consultant as instruments of service will remain the property of Consultant.

5.2 Client agrees that all reports and other work furnished to it or its agents, which are not paid for, will be returned upon demand and will not be used for any purpose.

5.3 Unless otherwise agreed, Consultant will retain all pertinent records concerning services performed for a period of at least 3 (three) years after a written report is sent.

5.4 Client may use Consultant's reports in their entirety but shall not disclose to others any portions of a report constituting less than the entire report.

SECTION 6: DISPUTES

6.1 This agreement shall be governed by, and construed in accordance with the laws of the State in which the project site is located

SECTION 7: STORAGE TANKS

7.1 Unless otherwise agreed to in writing, Consultant's scope of service specifically excludes purging and/or inerting any storage tanks prior to removal. Client agrees that this will be the responsibility and liability of Client's removal contractor. Client is advised that tank removal and/or abandonment can be dangerous and life-threatening if proper purging and/or inerting procedures are not followed.

SECTION 8: WARRANTY

8.1 Consultant's services will be performed with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the county where the job site is located. No other warranty, expressed or implied, is made.

SECTION 9: LIMITATION OF LIABILITY AND INDEMNITY

9.1 Consultant will save, indemnify and hold Client harmless from, and defend Client against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Consultant, its agents and employees pursuant to the performance of this Agreement.

9.2 Client will save, indemnify and hold Consultant harmless from, and defend Consultant against, any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by, or arising from, the negligent acts or omissions or willful misconduct of Client, its agents and employees, pursuant to the performance of this Agreement.

SECTION 10: INSURANCE

10.1 Consultant will carry Workers Compensation insurance as required by law. Additionally, Consultant will carry public liability and property damage insurance with a minimum limit of liability of \$500,000 per occurrence and \$1,000,000 aggregate. Certificates of insurance will be provided to Client upon request.

SECTION 11: TERMINATION

11.1 This contract may be terminated by either party upon 7 (seven) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if the substantial failure is remedied before expiration of the 7 (seven) days. If this contract is terminated, then Client agrees to pay Consultant promptly for all work completed to the date of termination.

11.2 If Client fails to pay Consultant within 60 (sixty) days following an invoice date, then such failure to pay shall be substantial failure to perform this contract and all duties and liabilities of Consultant under this contract can be terminated if Consultant so chooses.

11.3 If this contract is terminated prior to completion of all reports contemplated by this contract, or suspended for more than 3 (three) months, Consultant may complete analyses and records as are necessary to complete its files and may also complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analyses, records and reports.

SECTION 12: ASSIGNMENT

12.1 Neither party may delegate its duties or assign its interest in this Agreement without the written consent of the other party.

SECTION 13: AMENDMENTS

13.1 This contract may be amended only by a written amendment signed by both Client and Consultant.

SECTION 14: DELAYS

14.1 If Consultant is delayed in its performance to 1) any cause beyond its reasonable control, or 2) a strike, fire, rain or other act of God, government action, action of a third party, or action or inaction of Client, then such delay shall not be considered a substantial failure to perform and the time for performance shall be extended by a period equal to the time lost by reason of delay.

SECTION 15: MISCELLANEOUS

15.1 This contract contains the entire agreement between the parties and supersedes all prior representations, promises or agreements.

15.2 Time is of the essence in the performance of the obligations required to be done by the parties hereto.

15.3 Failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option, but the same shall remain in full force and effect. The doing by either party of any act or thing which it is not obligated to do hereunder shall not be deemed to impose upon it any obligation to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

15.4 All notices given or required to be given hereunder shall be in writing and personally delivered or be sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. Date of service of such notice shall be the date on which such notice is personally delivered or deposited in the post office or postal mailbox of the United States post office department.

15.5 The headings in this Agreement have been inserted for convenient reference only and shall be ignored in its construction.

15.6 This Agreement shall bind and inure to the benefit of the parties hereto, their representatives and successors subject, however to Section 12.1 thereof.

15.7 In the event any covenant, conditions, term or provision contained herein shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by a judgement, order or decree of any court or other tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained herein, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby.

ATTACHMENT C METHODS

DECONTAMINATION

Prior to mobilization of the drill rig, the down - hole drilling equipment and associated tools are steam cleaned. Additionally, the down-hole drilling equipment and associated tools are steam cleaned after each boring where contamination is encountered. Also, the split barrel sampler is washed with a tri-sodium phosphate solution and rinsed in potable water after each contaminated sample.

SOIL BORING AND SAMPLING

The boreholes are advanced with a truck-mounted, rotary, drill rig using flight auger or hollow stem auger drilling methods. Flight auger and hollow stem auger soil samples are obtained directly from the auger flights during drilling. Split barrel soil samples are obtained by advancing a 2" outside diameter split barrel sampler into the soil a distance of 2 1/2'.

Soil samples for field petroleum vapor scanning are placed in clean, 8 oz. glass jars covered with aluminum foil, and sealed with lids. Sample jar identification labels are completed indicating the job number, boring number, sample number, sample depth, date sampled, and the sampling personnel's initials.

Soil samples for laboratory chemical analysis are placed in laboratory provided containers. Sample container identification labels are completed indicating the job number, sample location, boring number, boring depth, date sampled, analysis required, and sampling personnel's initials.

SOIL SAMPLE ORGANIC VAPOR SCANNING

The recovered soil samples are scanned with a photoionization detector (PID) equipped with a 10.2 eV lamp. The instrument is calibrated for direct readings in parts per million (ppm) of

benzene. The instrument has a reported accuracy range under ideal operating conditions of 1 to 2000 ppm.

Following a minimum 10-minute delay after sample collection, the jar is agitated and the PID probe is used to penetrate the aluminum foil following removal of the sample jar lid. The peak reading (usually within 10 seconds) is recorded on the identification label. Samples obtained during unfavorable weather conditions (below 40°F or during precipitation) are warmed and stored in a vehicle or building prior to taking PID readings.

MONITORING WELL DEVELOPMENT

Monitoring well development is performed with dedicated bottom loading bailers. The wells are bailed until relatively sediment free water is produced or until the well became dry. Groundwater level data and sampling information forms are completed during development.

MONITORING WELL EVACUATION AND WATER QUALITY SAMPLING

Stagnant water is evacuated from the wells prior to water quality sampling using a dedicated bottom loading bailer. Water is bailed from the well until three well volumes were removed or until the well becomes dry. Groundwater level data and sampling information forms are completed during sampling.

ADMINISTRATIVE SERVICES MEMO

DATE: NOVEMBER 10, 2011
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT

The following application for exemption from lawful gambling permit has been received:

Organization: St. Mary's Church
Chief Executive Officer: Father James Callahan
Type of Gambling Activity: Raffles
Date and Location: December 11, 2011
St. Mary's Catholic School
1206 Eighth Avenue, Worthington, Minnesota

Council action is requested on the application shown as *Exhibit 1*.

2. REQUEST OF THE FROSTY RIDERS FOR TRAIL PERMIT

The Frosty Riders have requested authorization to establish and maintain a snowmobile trail over part of the City owned land south of town that is the location of two of our well houses. The agreement, included as *Exhibit 2*, is continuous but may be terminated by either the sale of the property or six months notice.

The Frosty Riders will provide a \$2 million certificate of liability insurance that names the City as an additional insured to properly protect the city's interests. City Attorney Mark Shepherd and Jim Nickel have reviewed the permit requirements.

Council action is requested to approve the trail permit and authorize the Mayor to sign on behalf of the City. The authorization would be contingent on the Frosty Riders providing an annual certificate of liability coverage naming the City as an additional insured to the level required by the City.

CASE ITEMS

3. SECOND READING PROPOSED ORDINANCE AMENDING THE WORTHINGTON CITY CODE, TITLE XV, SECTION 155 - ZONING

At their September 10, 2011 meeting Council adopted Ordinance No. 1045 to allow for child care as a special use permit in a "M-1" - Light Manufacturing District. However, it appears that the second reading was never published in the globe as required. City Attorney Mark Shepherd suggested that the second and third reading be redone as required. A copy of the ordinance is included as *Exhibit 3*.

Suggested Motion: Move to give a second reading to the proposed ordinance amending Title XV of the Worthington City Code, Section 155 - Zoning.

4. SOUTHWESTERN MENTAL HEALTH PARTICIPATION REQUEST

Scott Johnson, Executive Director of the Southwestern Mental Health Center has requested the City's participation in financing the construction of their new facility in Worthington. Southwestern Mental Health Center provides mental health services for residents of Cottonwood, Jackson, Pipestone, Rock and Nobles County. Worthington is the largest clinic of SWMH and some specialized service for the five counties are done exclusively at this location.

The request of the City is to provide \$400,000 in a 1% loan over 30 years toward the construction of either a 12,500 or 14,000 square foot facility with an estimated cost of \$2.26 million or \$2.5 million respectively. A cost break-down and identified participants are listed within *Exhibit 4*. Council should ask why other Counties are at a 2% interest. I would assume all participants would be under the same terms. Mr. Johnson will be present to provide further comment and answer any questions.

Council direction is requested.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION

Organization name St. Mary's Catholic Church		Check# _____ \$ _____	
Minnesota tax ID number, if any 22985		Federal employer ID number, if any 41-0742509	
Type of nonprofit organization. Check one. <input type="checkbox"/> Fraternal <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization			
Mailing address 1215 Seventh Avenue	City Worthington	State MN	Zip Code 56187
County Nobles		Name of chief executive officer (CEO) Fr. James F. Callahan	Daytime phone number 507/376-6005
		Email address stmaryschurch@knology.net	

Attach a copy of ONE of the following for proof of nonprofit status.

Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing .
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155
 Phone: 651-296-2803

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
St. Mary's Catholic School

Address (do not use PO box) 1206 8th Avenue	City or township Worthington	Zip Code 56187	County Nobles
---	--	--------------------------	-------------------------

Date(s) of activity (for raffles, indicate the date of the drawing)
December 11, 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
 Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.

The application is acknowledged with no waiting period.

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

The application is denied.

Print city name _____

On behalf of the city, I acknowledge this application.

Signature of city personnel receiving application

Title _____ Date _____

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application. **A township official is not required to sign the application.**

The application is acknowledged with no waiting period.

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

The application is denied.

Print county name _____

On behalf of the county, I acknowledge this application.

Signature of county personnel receiving application

Title _____ Date _____

(Optional) TOWNSHIP: *On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]*

Print township name _____

Signature of township official acknowledging application

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

Print form and have CEO sign

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

Chief executive officer's signature *Rev. James J. Callahan*

Date *Nov 4, 2011*

Complete a separate application for each gambling event:

- one day of gambling activity
- two or more consecutive days of gambling activity
- each day a raffle drawing is held

Send application with:

- a copy of your proof of nonprofit status, and
 - application fee for each event
- Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

TRAIL PERMIT

THIS TRAIL permit is granted on _____, 20//, by CITY OF WORTHINGTON, the landowner, to the County of Nobles, the sponsor, to establish and/or maintain the Nobles County Snowmobile Trail. That FROSTY RIDERS, (the recorded owner, contract for deed purchasers, lessees) in consideration of \$0.00, grants this permit over and upon the following described premises situated in the County of Nobles, State of Minnesota, to wit:

BIGELOW TOWNSHIP, NOBLES COUNTY SEC# 35
WELL SHED'S LOCATED ON THE NORTHWEST 80 ACRES
WITHIN DNR PROPERTY

SUBJECT TO:

1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to the sponsor six (6) months prior to the termination by the Landowner.
2. The right-of-way shall be open to the general public for snowmobile use.
3. The Sponsor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
4. The Landowner shall have the right to close said right-of-way during any emergency, with the approval of the Sponsor.
5. This permit is for a 14 foot width over the route to be used.

Date: _____

Landowner Signature

Address and phone number



Club Representative

ORDINANCE NO. 1045

**AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE
OF WORTHINGTON, NOBLES COUNTY, MINNESOTA**

The City Council of the City of Worthington Do Ordain:

Section I.

That Worthington City Code, Title XV, Section 155, Table 5 (Schedule of Use Regulations), shall be amended to read as follows:

Table 5: Schedule of Use Regulations
Subtitle: Residential Use Group

Letter J - Child Care be amended to allow Child Care as a special use permit in a "M-1" - Light Manufacturing District.

Section II.

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota.

Section III.

Passed and adopted by the City Council of the City of Worthington, Minnesota, this 12th day of September, 2011.

(SEAL)

Alan Oberloh, Mayor

Attest: _____
Janice Oberloh, City Clerk



November 8, 2011

Craig Clark, City Administrator
City of Worthington
303 Ninth Street
Worthington, MN 56187

Dear Mr. Clark:

Please accept this letter requesting Southwestern Mental Health Center's proposed Worthington Office Building be placed on the Worthington City Council Meeting, Monday, November 14, 2011 Agenda. The Center's intent is to solicit the City's support of our proposed 12,500-14,000 square foot Office Building Project on the former Central School site.

Attached are two different financial source outlines that differ by building size and amount of Bank Financing. At this time, the financial plan calls for \$500,000 in Center Reserves; \$500,000 in a 1%, 30-year loan from Nobles County; a 2%, 10-year loan amortized over 30-years for \$150,000 from Rock County; and \$238,000 combined, in 2%, 30-year loans from Cottonwood and Pipestone Counties. We are pursuing Bank Financing for the remaining \$359,500 to \$597,000. We are requesting the Worthington City Council consider partnering with us in the form of a \$400,000 low interest loan for 30-years to complete the project.

Please feel free to contact me with questions or concerns. Thanks in advance for all your consideration.

Sincerely,

Scott K. Johnson, MSW, LICSW
Executive Director
Southwestern Mental Health Center, Inc.
216 E. Luverne Street
PO Box 686
Luverne, MN 56156
(507) 283-9511
(507) 283-9514, fax
scott.johnson@swmhc.org

Jackson Office
401 West Street, Suite 0115
P.O. Box 27
Jackson, MN 56143
507-847-2423
Fax 507-847-2422

Luverne Office
216 E. Luverne St.
P.O. Box 686
Luverne, MN 56156
507-283-9511
Fax 507-283-9514

Pipestone Office
1016 8th Ave. S.W.
P.O. Box 85
Pipestone, MN 56164
507-825-5888
Fax 507-825-5880

Windom Office
41385 US Hwy 71 N.
P.O. Box 363
Windom, MN 56101
507-831-2090
Fax 507-831-0185

Worthington Office
1024 7th Ave.
P.O. Box 175
Worthington, MN 56187
507-376-4141
Fax 507-376-4494

Unity House
1224 4th Ave.
Worthington, MN 56187
507-372-7671
Fax 507-376-5909

An Equal Opportunity Employer

Exhibit 4A

SWMHC Worthington Building Project

12,500 Square Foot Office Building Budget	\$2,262,500	100%
Amount to be Bank Financed	<u>\$359,500</u>	16%
Amount needed in cash, low interest or deferred loans	\$1,903,000	84%
SWMHC (Proceeds from Sale of Former Unity House)	\$90,000	4%
SWMHC (Okarski Fund)	\$10,000	0%
SWMHC	\$400,000	18%
Nobles County	\$500,000	22%
Cottonwood County	\$131,000	6%
Jackson County	\$115,000	5%
Pipestone County	\$107,000	5%
Rock County	\$150,000	7%
City of Worthington	\$400,000	18%
Total	\$1,903,000	

Financing costs		<u>Monthly</u>	<u>Yearly</u>
Bank Loan	359,500 @ 4.5% for 30 years	\$1,821.53	\$21,858.40
Nobles County	500,000 @ 1.0% for 30 years	\$1,608.19	\$19,298.26
Cottonwood County	131,000 @ 2.0% for 30 years	\$484.20	\$5,810.36
Jackson County	115,000 @ 2.0% for 30 years	\$425.06	\$5,100.69
Pipestone County	107,000 @ 2.0% for 30 years	\$395.49	\$4,745.86
Rock County	150,000 @ 2.0% for 30 years	\$554.42	\$6,653.08
City of Worthington	400,000 @ 1.0% for 30 years	\$1,286.55	\$15,438.61
Total		\$6,575.44	\$78,905.26

* 12,500 sq foot with City of Worthington @ \$400,000

SWMHC Worthington Building Project

14,000 Square Foot Office Building Budget	\$2,500,000	100%
Amount to be Bank Financed	<u>\$597,000</u>	24%
Amount needed in cash, low interest or deferred loans	\$1,903,000	76%
SWMHC (Proceeds from Sale of Former Unity House)	\$90,000	4%
SWMHC (Okarski Fund)	\$10,000	0%
SWMHC	\$400,000	16%
Nobles County	\$500,000	20%
Cottonwood County	\$131,000	5%
Jackson County	\$115,000	5%
Pipestone County	\$107,000	4%
Rock County	\$150,000	6%
City of Worthington	\$400,000	16%
Total	\$1,903,000	

Financing costs		<u>Monthly</u>	<u>Yearly</u>
Bank Loan	597,000 @ 4.5% for 30 years	\$3,024.91	\$36,298.94
Nobles County	500,000 @ 1.0% for 30 years	\$1,608.19	\$19,298.26
Cottonwood County	131,000 @ 2.0% for 30 years	\$484.20	\$5,810.36
Jackson County	115,000 @ 2.0% for 30 years	\$425.06	\$5,100.69
Pipestone County	107,000 @ 2.0% for 30 years	\$395.49	\$4,745.86
Rock County	150,000 @ 2.0% for 30 years	\$554.42	\$6,653.08
City of Worthington	400,000 @ 1.0% for 30 years	\$1,286.55	\$15,438.61
Total		\$7,778.82	\$93,345.80

* 14,000 sq foot with City of Worthington @ \$400,000

PUBLIC WORKS MEMO

DATE: NOVEMBER 14, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

1. ADOPT RESOLUTION FOR STATE AID AIRPORT MAINTENANCE

The City currently has a two-year agreement with the Minnesota Department of Transportation, Office of Aeronautics (MNDOT) to receive state aid for eligible costs incurred for routine operational maintenance at the municipal airport. The agreement must be renewed for a new two year period for the State's 2012 and 2013 fiscal years. The agreement provides for the State to reimburse the City two-thirds of the documented, routine maintenance costs, not to exceed the base amount established by MNDOT of \$ 75,570. Routine costs include the costs incurred for snow removal, mowing and general maintenance of the runways, taxiways and apron areas. The contracted services with Integrity Aviation to provide fixed base operational services along with the maintenance agreement with Benson Technology to maintain and insure the instrument approach equipment is meeting FAA specifications are also eligible. The base amount of state aid has been calculated for each airport based upon the amount of airports' runway infrastructure shown as Exhibit A. Reimbursement is based upon actual cost and time records kept by the municipality. The base amount for the 2012 and 2013 state fiscal years will remain at the same base amount as 2010 and 2011, \$ 75,570.00.

To renew this agreement with the State of Minnesota and to remain eligible to continue to receive state aid for eligible expenses for the State's fiscal years 2012 and 2013, Council must adopt the resolution shown as Exhibit B and authorize the Mayor and City Clerk to sign the maintenance agreement shown as Exhibit C on behalf of the City.

Suggested motion: Move to adopt the resolution shown as Exhibit B and to authorize the Mayor and City Clerk to execute the maintenance agreement shown as Exhibit C.

2. REQUEST TO CHANGE PARKLANE ALLEY PARKING CONTROL

The Traffic and Safety Committee received a letter, see Exhibit D, from Ms. Debbie Petersen, owner of BenLees café located at 212 Tenth Street. The north side of Parklane, which extends from Second Avenue to Fifth Avenue, is currently signed "15 Minute Parking" while the south side is signed "No Parking Except to Load or Unload." The Committee considered the request and decided to remove the "15 Minute Parking" signs and install "No Parking 1:00 A.M. to 6:00 A.M." to remain consistent with the parking restrictions within the City Center. Should this change become a problem for abutting businesses, the Committee will revisit the issue at that time.

3. REQUEST TO RESTRICT PARKING ON HUMISTON AVENUE

When Council amended the City's Snow Policy, discussions were held relating to parking on Humiston Avenue from Oxford Street south to Fourteenth Street and Fifth Avenue

from Fourteenth Street to Twelfth Street, specifically parking on the west side as the east side is restricted to no parking. The concern was when the City receives a significant amount of snow over a period of time, the unrestricted parking side “builds up” with a snow ridge and causes parked vehicles to infringe into the south bound driving lane. Council directed staff to consider a way of addressing the issue and to bring forth a recommendation for consideration. The Traffic and Safety Committee considered a recommendation from staff to restrict the parking on the west side from 1:00 A.M. to 6:00 A.M. during the time period of November 15 to March 31 to coincide with the City’s odd/even parking restriction time period. Due to the pavement panel design and the pavement markings, it is not possible to permit odd/even parking during this time period. It should be noted that the residences on the west side all have available off-street parking.

Suggested motion: Approve to restrict parking from 1:00 A.M. to 6:00 A.M. from November 15 to March 31 and to install the proper sign-age on the west sides of Humiston Avenue from Oxford Street to Fourteenth Street and on Fifth Avenue from Fourteenth Street to Twelfth Street.

Worthington

<u>Item</u>	<u>Quantities</u>	<u>Units</u>	<u>Costs</u>	<u>Total</u>
Paved Runway	22.28	per acre	\$2,242	\$49,961
Turf Runway	0.00	per acre	\$300	\$0
Parallel Taxiway	7590	per 100 ft	\$34	\$2,581
Beacon	1	each	\$110	\$110
LIRL & LITHL	0	per lamp	\$15	\$0
MIRL & MITHL	56	per lamp	\$24	\$1,344
HIRL & HITHL	66	per lamp	\$61	\$4,026
MALSR	1	per set	\$1,600	\$1,600
ODAL	0	per lamp	\$80	\$0
PAPI	24	per lamp	\$220	\$5,280
REIL	6	per lamp	\$80	\$480
VASI	24	per lamp	\$120	\$2,880
Taxiway Light	240	per lamp	\$24	\$5,760
Guidance Sign	77	per lamp	\$34	\$2,618
calculated annual reimbursement			subtotal	\$76,640
paint striping deduction	22.28	per acre	\$48	\$1,070
10 & 11 reimbursement ceiling			TOTAL	\$75,570
08 & 09 reimbursement ceiling				\$75,570
06 & 07 reimbursement ceiling				\$75,570
04 & 05 reimbursement ceiling				\$75,570
02 & 03 reimbursement ceiling				\$65,054
00 & 01 reimbursement ceiling				\$58,908
98 & 99 encumbrance amount				\$57,500

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION**

It is resolved by the City of Worthington as follows:

1. That the state of Minnesota Agreement No. 99321,

"Grant Agreement for Airport Maintenance and Operation," at the

Worthington Municipal Airport is accepted.

2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Agreement and any amendments on behalf of the

City of Worthington.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Exhibit B

GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION

This Agreement is by and between the state of Minnesota acting through its Commissioner of Transportation ("State"), and the City of Worthington ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for maintenance and operation of the Worthington Municipal Airport ("Airport"); and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 and 360.305 to provide financial assistance to the Recipient for its airport.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect for the State's fiscal years 2012 and 2013.
2. If paint striping of the Airport is a part of this Agreement, the State will contract for the periodic paint striping of the airport runways and taxiways. The Recipient agrees to a deduct of \$1,070.00 as its assigned share of airport paint striping. The Recipient agrees to cooperate with the marking operation.
3. The Recipient will keep the runway and the area around the lights mowed. The grass will be mowed at least 7 feet beyond the lights, and at no time will the grass exceed 6 inches in height on the landing area.
4. If the Airport is to remain operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks will be limited in height so that aircraft wings, engines, and propellers will clear them, and landing strip markers and/or lights will remain visible.
5. The Airport must pass periodic inspections performed by a representative of the Office of Aeronautics for compliance with the rules of the Department of Transportation and for compliance with this Agreement. If the Airport is not so maintained, then no reimbursement will be made hereunder.
6. The State will reimburse the Recipient for 2/3 of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$75,570.00 of State aid for each State fiscal year. If applicable, this base amount already includes the deduct for paint striping.
7. The Recipient may submit a breakdown of its incurred costs to the Director of the Office of Aeronautics, quarterly, on forms supplied by the Office of Aeronautics if said incurred costs total at least \$5,000.00 for the quarter. Costs are to be submitted as follows:
 - a. In October for the period July 1 through September 30.
 - b. In January for the period October 1 through December 31.
 - c. In April for the period January 1 through March 31.
 - d. In July for the period April 1 through June 30.

Final costs must be submitted to the Director of the Office of Aeronautics on or before August 1 for each State fiscal year ending June 30. No requests received after August 1 for the preceding State fiscal year will be honored by the State. The State reserves the right to reject items that may not be eligible for reimbursement, and reimbursement may be denied entirely if the Airport is not properly maintained in accordance with this Agreement.

8. The Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes Sections 360.061 to 360.074.
9. The State may immediately terminate or suspend this Agreement if the funds necessary to pay the State's share are not received from the Minnesota Legislature or other funding source. The State will provide notice of such lack of funding as soon as possible. Upon such termination or suspension, the State will pay the Recipient a pro-rata share for work performed prior to such notice, to the extent that funds are available.
10. Under Minnesota Statutes § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract.
11. The Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the State under this Grant Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the State.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

By: *[Signature]*

Date: 10-9-11

Purchase Order (PO) ID No: 3 21768

MnDOT Contract Management

as to form & execution

By: _____

Date: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

Exhibit C-1

I, Debbie Petersen, owner of BenLee's
hereby request the 15 min parking
signs be removed in the ally
behind BenLee's, 212 10th Street,
Worthington.

The ally parking is used for
our employee parking.

I would suggest "This side only"
parking signs instead which
would leave ample room for
delivery trucks, etc.

Thank you.

Debra L. Petersen
BenLee's Cafe



ENGINEERING MEMO

DATE: NOVEMBER 10, 2011
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. FIRE STATION SITE PREPARATION CHANGE ORDER NO. 1

Initial excavation near the railroad right-of-way on the fire station site exposed concrete footings and slabs, and other remnants of development at that location. Most of the debris is presumably from a grain elevator and related operations. The location of the footing walls initially found is shown on the map included in Exhibit 1 (additional material was uncovered as removals commenced). All or a portion of the debris was believed to be in or adjacent to contaminated soils based on on-site soil screening. The debris required removal in order to proceed with construction of the fire station as planned. Due to the variable nature of the work, it was determined fairest to both parties to proceed with the additional work needed on a time and material basis. In order to reduce potential costs, the project architect reduced the depth of the drive area behind the building so as to eliminate much of the conflict with the footing wall running closest to and parallel with the railroad. The water main alignment was also altered to reduce conflicts with certain footings. The results of soil testing revealed that a portion of the debris needed to be disposed of in the lined cell portion of the landfill. The remaining debris would be able to be disposed of in the building demolition disposal section of the landfill. Due to the volume of disposal required in the lined section of the landfill, the landfill did provide a reduction in the per yard tipping fee. Whereas the reduced tipping fee was also extended to the disposal of contaminated soil included in the bid on a unit price basis, the anticipated soil disposal work was incorporated into the time and material extra work rather than being paid as a bid item.

In addition to the building debris revealed near the railroad, abandoned steam heat lines and conduit containing asbestos material were encountered in the former and current street right of ways. The work to have these material properly removed and disposed of was also ordered to be completed on a time and material basis.

Exhibit 1 includes proposed Change Order 1 to the New Fire Station Project, Site Preparation contract. The total cost for the time and material work is \$122,298.24. This includes the anticipated soil contamination work having a bid cost of \$34,615 based on estimated quantities. The net increase above the anticipated contaminated soil work is therefore \$87,683.24. This amount does not, however, reflect the need for additional borrow to be hauled in for fill due to the lack of suitable material available on site. That is, the material hauled to the landfill needed to be replaced with material hauled in. The

cost for the amount of fill hauled in above the estimated quantity is projected to be \$52,086 yielding an overall net change in these items of \$139,769. Other items of work may vary so as to affect the overall change in cost for the site preparation work. For example, the backfilling operations are not complete which may result in the topsoil quantity being larger or smaller than estimated for bidding. At this time it is known that utility wrapping will be \$13,869 less than the amount bid on a unit price basis.

The contingency for the project was budgeted at \$387,000. It may be noted that a price adjustment is expected from the building contractor for the pavement area reduction resulting from the plan change to avoid a portion of the footing wall along the railroad.

Staff recommends that Council authorize execution of the change order in Exhibit 1.

CASE ITEMS

2. FIRST READING OF AN ORDINANCE TO AMEND STORM SEWER UTILITY RATES

At its December 8, 2003 meeting, the City Council adopted an ordinance establishing the City's storm water system as a utility. The ordinance set the annual storm water fee or rate for residential use. The annual rate is adjusted by a multiplier based on land use, multiplied by the property area, and billed in 12 monthly payments.

The 2012 storm sewer fund budget approved by Council at its October 27, 2011 meeting is included in Exhibit 2. This budget requires \$531,336 in utility operating revenue, or \$23,136 more than the 2011 budget. The rate increase required to generate the revenue is 4.1%. The change in the required operating revenue results from the combination of several changes including an \$8,000 increase in the amount added for equipment replacement, a \$4,000 increase in the budget items used for contract repairs, and a \$3,000 increase for capital improvements. Exhibit 2 includes the rate calculation, distribution of revenue sources, and graph of the rate history.

A proposed ordinance establishing the annual fee per acre for residential at \$228.00 is also included in Exhibit 2. The current annual residential rate is \$219.00 per acre. As Council will recall, the area of a residential lot is defined as .24 acres yielding a 2012 monthly residential charge of \$4.56 or \$.18 more than the current rate of \$4.38. The annual cost will increase \$2.16 per residential lot. The per acre rates for land uses other than residential (1 through 3 units) are as follows:

Land Use	2011 Rate/Acre	2012 Rate/Acre	Monthly Increase	Annual Increase
Commercial	\$36.68	\$38.19	\$1.51	\$18.12
Industrial	\$30.48	\$31.73	\$1.25	\$15.00
Multi Family	\$27.01	\$28.12	\$1.11	\$13.32
Institutional	\$36.68	\$38.19	\$1.51	\$18.12

The following are generic samples of the impacts of the rate changes:

Facility	2011 Monthly Bill	2012 Monthly Bill	Monthly Increase	Annual Increase
1 Acre Commercial Site	\$36.68	\$38.19	\$1.51	\$18.12
2.5 Acre Church Site	\$91.70	\$95.48	\$3.78	\$45.36
4 Acre Commercial Site	\$146.72	\$152.76	\$6.04	\$72.48
10 Acre Industrial Site	\$304.80	\$317.30	\$12.50	\$150.00
42 Acre Industrial Site	\$1,280.16	\$1,332.66	\$52.50	\$630.00

Staff recommends that Council give first reading to the ordinance in Exhibit 2.

3. APPROVE STREET LIGHTING BUDGET AND AMEND SPECIAL SERVICE CHARGE

The proposed 2012 Street Lighting Fund budget is included as Exhibit 3. As Council will recall, the Street Lighting Fund (607) is utilized to pay the monthly utility billing for street lighting usage and to receive revenue from the street lighting special service to recover those costs. The rate for street light usage includes the cost for electricity used as well as installation and maintenance of the street lighting infrastructure. The proposed 2012 budget shows an increase in the cost for street light utilities (607-43160-3381). This increase reflects the failure of the previous budget to include the use tax paid on the utility charges together with a partially offsetting decrease in anticipated metered usage. The proposed 2012 budget also shows an increase in retained earnings which is proposed to recover the fund's losses of the past 1 ¼ years. As budgeted, the loss is intended to be recovered over the next two years.

The increase in expenses and proposed loss recovery requires an additional \$12,000 in budgeted revenue (approximately \$7,200 increase from projected revenue). The special service charge rate will need to increase 3.9% to generate the projected need of \$262,000 in revenue. Such an increase would raise the monthly residential billing from \$4.35 to \$4.52 (\$.17 increase) and the monthly billing for all other applicable properties from \$13.05 to \$13.56 (\$.51 increase). The annual rate would increase from \$52.20 to \$54.24 for residential properties (base rate) and from \$156.60 to \$162.72 for all other properties billed the special service charge.

Staff recommends that Council approve the 2012 Street Lighting Fund budget and pass the resolution in Exhibit 3 declaring the Required Street Lighting System Revenue to be \$262,000 and setting the Special Service Charge Base Rate to be \$54.24 effective in the January 2012 billing.

Council could reduce the amount of the increase by lengthening the time planned for recovery of the fund's losses to date. The increase as proposed will, however, likely extend the time before another increase is required. Other options are presented below:

Required Revenue	Base Rate	% Increase	Years to Recover Loss ¹
\$260,855	\$54.00	3.4	2.7
\$259,696	\$53.76	3.0	3.5
\$259,116	\$53.64	2.8	4.2
\$257,957	\$53.40	2.2	6.6

¹ Assumes no utility cost increases

4. STATE AGENCY AGREEMENT

Whether for Federal Highway Administration (FHWA) or Federal Aviation Administration (FAA) funding, the Minnesota Department of Transportation (MnDOT) serves as an agent for the City in receiving and disbursing federal funds. Beginning in 2003, continuing agency agreements intended to cover all street or airport projects were developed in lieu of individual agreements developed on a project by project basis. In April of 2003, the City Council approved an agency agreement administered through the office of State Aid for Local Transportation for FHWA funded (street) projects. MnDOT has updated the agreement and is seeking City execution of the new agreement included in Exhibit 4.

A majority of the updates are minor changes in wording to clarify the provisions already in the agreement. The provisions of I.J and VIII are all new to the agreement. Due to the high funding threshold involved, it is not anticipated that the reporting identified in I.J. will ever be required. The requirements of VIII exist independent of the agreement.

Staff recommends that Council authorize the Mayor and Clerk to execute this agreement by passing the resolution included in Exhibit 4.

**CASE ITEM
CLOSED SESSION**

**5. REVIEW APPRAISAL FOR ACQUISITION OF RIGHT OF WAY AND
EASEMENT FOR TH 59 NORTH INFRASTRUCTURE IMPROVEMENTS**

A telephone conference call with Doug Johnson of Evergreen Land Services is planned to discuss the status of the appraisal for the property listed below:

County PIN: 31-3856-000

A 885' X 876' tract in the NE Corner of the NE 1/4 of Section 14, Township 102 North, Range 40 West, except a 288' X 776' tract in NE corner.

Minnesota Statute 13.44 Subdivision 3 classifies real estate appraisals as nonpublic data until a purchase agreement is reached or condemnation is initiated in court. The provisions of Minnesota Statute 13D.05 Subd. 3(c)(3) allow Council meetings to be closed to review nonpublic appraisal data and to develop or consider offers or counteroffers for the purchase or sale of property subject to certain conditions. Excerpts of the applicable provision of statute are included below for reference.

Staff recommends that Council enter closed session pursuant to MS 13D.05, Subd. 3 to discuss the appraisal further with Mr. Johnson. The property listed above should be identified prior to closing the meeting as required in statute.

MS 13D.05, Subd. 3. What meetings may be closed.

(c) A public body may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the government entity;

(2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape

recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.



Exhibit 1a

**CHANGE
ORDER**

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: New Fire Station
 (name, address) Second Avenue & Ninth Street
 Worthington, MN 56187

TO CONTRACTOR: Worthington Excavating
 (name, address) 26605 Sundberg Avenue
 P.O. Box 262
 Worthington, MN 56187

CHANGE ORDER NUMBER: SP-One
 DATE: November 4, 2011
 ARCHITECT'S PROJECT NO: 1025
 CONTRACT DATE: 8/19/11
 CONTRACT FOR: Site Preparation

The Contract is changed as follows:

Worthington Excavating Invoice (dated October 31, 2011)
 Proposal Request SP-One (dated October 3, 2011)
 Proposal Request SP-Two (dated October 3, 2011)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~GUARANTEED MAXIMUM PRICE~~) was \$ 592,063.00
 Net change by previously authorized Change Orders \$ -0-
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 592,063.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased)
 (unchanged) by this Change Order in the amount of \$ 122,298.24
 The new (Contract Sum) (~~GUARANTEED MAXIMUM PRICE~~) including this Change Order will be .. \$ 714,361.24

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is October 4, 2012

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Buetow & Associates, Inc.	Worthington Excavating	City of Worthington
ARCHITECT	CONTRACTOR	OWNER
2345 Rice Street #210	26605 Sundberg Avenue	303 Ninth Street
Address	Address	Address
St. Paul, Minnesota 55113	Worthington, MN 56187	Worthington, MN 56187
BY <i>Paul R. G...</i>	BY <i>Suzanne K. Murphy</i>	BY _____
DATE <i>Nov 8, 2011</i>	DATE <i>11/4/11</i>	DATE _____

Worthington Excavating, Inc.

PO Box 262
 Worthington, MN 56187
 Phone (507) 372-7191
 Fax (507) 372-7198

Invoice

Date	Invoice #
10/31/2011	19525

Bill To
City of Worthington Attn: Jim Lafrenzen PO Box 279 Worthington, MN 56187

P.O. No.	Terms	Project
	Net 15	

Date	Quantity	Unit	Description	Rate	Amount
			Firestation - Time & Material Clean up buried debris and contaminated soils		
9-29-11	5	hours	Elevator on Site		
9-29-11	5	hours	324 Excavator	184.00	920.00
9-29-11	5	hours	End Dump #8	115.00	575.00
9-29-11	5	hours	End Dump #4	115.00	575.00
9-29-11	5	hours	Side Dump #25	120.75	603.75
9-29-11	5	hours	Loader	172.50	862.50
9-30-11	9	hours	Elevator on Site		
9-30-11	10.5	hours	Loader	172.50	1,552.50
9-30-11	1	hour	324 Excavator	184.00	1,932.00
9-30-11	7	hours	Labor	55.20	55.20
9-30-11	7	hours	End Dump #4	115.00	805.00
9-30-11	7	hours	End Dump #8	115.00	805.00
9-30-11	1.75	hours	Side Dump #25 (2 load landfill = 36 yards)	120.75	211.31
9-30-11	1.75	hours	Side Dump #128 (2 loads landfill - 36 yards)	120.75	211.31
9-30-11	5	hours	Henning Excavator	207.00	1,035.00
10-3-11	10.5	hours	Clean Concrete to Landfill		
10-3-11	11	hours	324 Excavator	184.00	1,932.00
10-3-11	1.5	hours	Henning Excavator	207.00	2,277.00
10-3-11	2.25	hours	End Dump #3 (2 loads landfill = 32 yards)	115.00	172.50
10-3-11	2.25	hours	End Dump #4 (3 loads landfill = 36 yards)	115.00	258.75
10-3-11	4	hours	Side Dump #128 (3 loads landfill = 54 yards)	120.75	271.69
10-3-11	4	hours	Side Dump #25 (5 loads landfill = 90 yards)	120.75	483.00
10-3-11	1.5	hours	Side Dump #Vossie (5 loads landfill = 90 yards)	120.75	483.00
10-3-11	0.75	hours	Side Dump #PC (2 loads landfill = 36 yards)	120.75	181.13
10-3-11	1.75	hours	Side Dump #Natalie (1 load landfill = 18 yards)	120.75	90.56
10-3-11	1.75	hours	Side Dump #25 (on site)	120.75	211.31
10-3-11	1.75	hours	Side Dump #128 (on site)	120.75	211.31
10-3-11	5.5	hours	End Dump #8 (on site)	115.00	632.50

**PLEASE REMIT PAYMENT
FROM THIS INVOICE**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Past Due Amounts Are Subject To Interest At A Rate of 1 1/2% Per Month 18% APR.

Total

Worthington Excavating, Inc.

PO Box 262
 Worthington, MN 56187
 Phone (507) 372-7191
 Fax (507) 372-7198

Invoice

Date	Invoice #
10/31/2011	19525

Bill To
City of Worthington Attn: Jim Lafrenzen PO Box 279 Worthington, MN 56187

P.O. No.	Terms	Project
	Net 15	

Date	Quantity	Unit	Description	Rate	Amount
10-4-11	5.5	hours	Henning Excavator (2 hours with wrecking ball)	207.00	1,138.50
10-5-11	8.5	hours	Henning Excavator	207.00	1,759.50
10-5-11	0.75	hours	Side Dump #25 (1 load landfill = 18 yards)	120.75	90.56
10-5-11	7.75	hours	Side Dump #25 (on site)	120.75	935.81
10-10-11	1.5	hours	Loader	172.50	258.75
10-10-11	1.5	hours	End Dump #4 (on site)	115.00	172.50
10-10-11	1	hour	End Dump #4 (demo to recycle site)	115.00	115.00
10-10-11	2	hours	Labor	55.20	110.40
			To Landfill W-SE-QD		
10-18-11	3	hours	Loader	172.50	517.50
10-18-11	0.75	hours	End Dump #1 (1 load = 12 yards)	115.00	86.25
10-18-11	1.5	hours	Side Dump #PC (2 loads = 36 yards)	120.75	181.13
10-18-11	1.5	hours	End Dump #8 (2 loads = 24 yards)	115.00	172.50
10-18-11	0.75	hours	End Dump #34 (1 load = 12 yards)	115.00	86.25
10-18-11	1.5	hours	Side Dump #25 (2 loads = 36 yards)	120.75	181.13
10-18-11	1.5	hours	End Dump #4 (2 loads = 24 yards)	115.00	172.50
10-18-11	0.75	hours	End Dump #3 (1 load = 16 yards)	120.75	90.56
			To Landfill W-SE-QD		
10-19-11	2.25	hours	End Dump #3 (3 loads = 48 yards)	120.75	271.69
10-19-11	0.75	hours	Side Dump #25 (1 load = 18 yards)	120.75	90.56
10-19-11	2.5	hours	End Dump #4 (3 loads = 36 yards)	115.00	287.50
10-19-11	2.5	hours	End Dump #8 (3 loads = 36 yards)	115.00	287.50
10-19-11	2.25	hours	End Dump #34 (3 loads = 36 yards)	115.00	258.75
10-19-11	2.5	hours	End Dump #1 (3 loads = 36 yards)	115.00	287.50
10-19-11	3	hours	Loader	172.50	517.50
			To Landfill E-SE-QD		
10-19-11	7	hours	End Dump #3 (9 loads = 144 yards)	120.75	845.25
10-19-11	7	hours	Side Dump #25 (9 loads = 162 yards)	120.75	845.25
10-19-11	7	hours	End Dump #4 (9 loads = 108 yards)	115.00	805.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Past Due Amounts Are Subject To Interest At A Rate of 1 1/2% Per Month 18% APR.

Total

Worthington Excavating, Inc.

PO Box 262
 Worthington, MN 56187
 Phone (507) 372-7191
 Fax (507) 372-7198

Invoice

Date	Invoice #
10/31/2011	19525

Bill To
City of Worthington Atta: Jim Lafrenzen PO Box 279 Worthington, MN 56187

P.O. No.	Terms	Project
	Net 15	

Date	Quantity	Unit	Description	Rate	Amount
10-19-11	6.25	hours	End Dump #34 (8 loads = 96 yards)	115.00	718.75
10-19-11	6.25	hours	End Dump #8 (8 loads = 96 yards)	115.00	718.75
10-19-11	3.5	hours	End Dump #1 (4 loads = 48 yards)	115.00	402.50
10-19-11	3.5	hours	Belly Dump #108 (4 loads = 72 yards)	120.75	422.63
10-19-11	5.5	hours	Side Dump #232 (7 loads = 126 yards)	120.75	664.13
10-19-11	9	hours	Loader	172.50	1,552.50
			To Landfill E-SE-QD		
			Loader	172.50	1,897.50
10-20-11	11	hours	End Dump #4 (13 loads = 156 yards)	115.00	1,150.00
10-20-11	10	hours	End Dump #34 (14 loads = 168 yards)	115.00	1,265.00
10-20-11	11	hours	End Dump #3 (11 loads = 176 yards)	120.75	1,086.75
10-20-11	9	hours	Side Dump #232 (10 loads = 180 yards)	120.75	966.00
10-20-11	8	hours	Belly Dump #108 (11 loads = 198 yards)	120.75	1,086.75
10-20-11	9	hours	Belly Dump #92 (8 loads = 144 yards)	120.75	724.50
10-20-11	6	hours	Side Dump #25 (1 load = 18 yards)	120.75	90.56
10-20-11	0.75	hours	End Dump #8 (11 loads = 132 yards)	115.00	1,006.25
10-20-11	8.75	hours	(W-SE-QD, Gas Station = 4 loads / 72 yards = 2 loads #92, 2 loads #108)		
			(W-SE-QD, Bird Shelter = 4 loads / 72 yards = 2 loads #92, 2 loads #108)		
			To Landfill E-SE-QD		
			Loader	172.50	1,552.50
10-21-11	9	hours	End Dump #3 (9 loads = 144 yards)	120.75	845.25
10-21-11	7	hours	Belly Dump #108 (6 loads = 108 yards)	120.75	603.75
10-21-11	5	hours	Side Dump #232 (8 loads = 144 yards)	120.75	784.88
10-21-11	6.5	hours	End Dump #4 (10 loads = 120 yards)	115.00	920.00
10-21-11	8	hours	End Dump #34 (11 loads = 132 yards)	115.00	1,035.00
10-21-11	9	hours	End Dump #8 (10 loads = 120 yards)	115.00	920.00
10-21-11	8	hours	Side Dump #Cannon (6 loads = 108 yards)	120.75	664.13
10-21-11	5.5	hours	Belly Dump #92 (7 loads = 126 yards)	120.75	724.50
10-21-11	6	hours	(Transformer = 6 loads / 108 yards #108, 5 loads / 90 yards #92)		

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Past Due Amounts Are Subject To Interest At A Rate of 1 1/2% Per Month 18% APR.

Total

Worthington Excavating, Inc.

PO Box 262
 Worthington, MN 56187
 Phone (507) 372-7191
 Fax (507) 372-7198

Invoice

Date	Invoice #
10/31/2011	19525

Bill To
City of Worthington Attn: Jim Lafrenzen PO Box 279 Worthington, MN 56187

P.O. No.	Terms	Project
	Net 15	

Date	Quantity	Unit	Description	Rate	Amount
10-21-11	740	yards	W-SE-QD Sanitary	28.50	21,090.00
10-21-11	72	yards	Bird House	28.50	2,052.00
10-21-11	72	yards	Gas Station	28.50	2,052.00
10-21-11	198	yards	Transformer Pad	28.50	5,643.00
10-21-11	2,314	yards	E-SE-QD Demo	10.00	23,140.00
10-21-11	428	yards	Elevator Demo	10.00	4,280.00
10-21-11	1	lump sum	Tarp Covering	500.00	500.00
10-21-11	1	lump sum	Asbestos Removal	13,825.00	13,825.00
			Quantities Approved by Schaap Sanitation MN sales tax	6.875%	0.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Past Due Amounts Are Subject To Interest At A Rate of 1 1/2% Per Month 18% APR.

Total

\$122,298.24

HENNING CONSTRUCTION INC.
PO BOX 339
ADRIAN, MN 56110
(507) 483-2486

2011 Equipment Prices

300 Excavator	\$180.00 per hour	PayScale \$207 ⁰⁰
Skid Loader	\$105.00 per hour	120 ⁻
End Dump	\$95.00 per hour	110 ⁻
Side Dump	\$95.00 per hour	110 ⁻
Belly Dump	\$95.00 per hour	110 ⁻

NOTE

ALL PAYSACLE JOBS – ADD 15%

STATEMENT
HENNING CONSTRUCTION, INC

Phone 507-483-2486 Fax: 507-827-2486 Box 339 Adrian, Minnesota 56110

To Worshynton Excavating

Worshynton MN

Job Fire Hall T+M extra - elevator site

9/30 ^{on} 10-1	5 hrs at 180 ⁰⁰	900	00
10-3	11 hrs at 180 ⁰⁰	1980	00
10-4	5 1/2 hrs at 180 ⁰⁰	990	00
10-5	8 1/2 hrs at 180 ⁰⁰	1530	00
		5400	00
paid all 15% 20% =		6210	00

If not paid within 30 days a 1.5% interest charge will be added. This is an annual rate of 18%

CONTRACT ADMINISTRATION WORK CHANGES PROPOSAL REQUEST

Owner	<input checked="" type="checkbox"/>
Architect	<input checked="" type="checkbox"/>
Consultant	<input type="checkbox"/>
Contractor	<input checked="" type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

PROJECT: (name, address)	New Fire Station Second Avenue and Ninth Street Worthington, MN 56187	PROPOSAL REQUEST NO:	SP-ONE (1) (Site Preparation)
OWNER: (name, address)	City of Worthington 303 Ninth Street Worthington, MN 56187	DATE OF ISSUANCE:	OCTOBER 3, 2011
TO: (Contractor)	Worthington Excavating, Inc. 26605 Sundberg Avenue PO Box 262 Worthington, MN 56187	ARCHITECT:	BUETOW & ASSOCIATES 2345 RICE STREET SUITE 210 ST. PAUL, MINNESOTA
		ARCHITECT'S PROJECT NO:	1025
CONTRACT FOR:	Site Preparation		
CONTRACT DATED:	August 19, 2011		

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ten working days (10), the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

- Demolish and remove existing uncovered concrete and masonry Foundations and Steam Vault(s) completely including bulk sections and metal reinforcing members but only down three feet (3') below the existing surface grade at each point where these foundations are present. Stockpile these materials to onsite locations so stipulated and as directed by the Owner's Environmental Consultant. Remove these demolished materials (if determined to be environmentally contaminated) to an approved offsite landfill that accepts such materials. Remove demolished materials (that are not environmentally contaminated) to an approved offsite landfill. Provision and Compaction of fill materials shall be provided under Unit Price(s) already present in the Contract. Provide a Time and Material (T & M) price for this Work.
- Demolish and remove existing uncovered Steam Piping complete including bulk sections and metal reinforcing members but only down three feet (3') below the existing surface grade at each point where this piping is present. Stockpile these materials to onsite locations so stipulated and as directed by the Owner's Environmental Consultant. Remove these demolished materials (if determined to be environmentally contaminated) to an approved offsite landfill that accepts such materials. Remove demolished materials (that are not environmentally contaminated) to an approved offsite landfill. Provision and Compaction of fill materials shall be provided under Unit Price(s) already present in the Contract. Provide a Time and Material (T & M) price for this Work.

Attachments: (Here insert listing of documents that support description.)
None.

Issued by: Randy Engd, RA, AS

Principal in Charge

BUETOW & ASSOCIATES. 2345 Rice Street Suite 210 St. Paul, Minnesota Phone: 651.483.6701

Proposal

Page No. _____ of _____ Pages

WORTHINGTON EXCAVATING, INC.

P.O. BOX 262
WORTHINGTON, MN 56187
507-372-7191
Fax: 507-372-7198

PROPOSAL SUBMITTED TO Randy Engel @ Boctaw Architects		PHONE	DATE 10/4/11
STREET % Duane Hassfield, Mark Johnson		JOB NAME Worthington Fire station	
CITY, STATE AND ZIP CODE		JOB LOCATION Worthington MN	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Asbestos Abatement removals include the following uncovered conditions:

- The steam heat line originally uncovered
- The transit pipe found along 2nd Ave uncovered after the original steam heat discovery
- The steam heat line found extending from the 1st line towards the southeast and that extends into the building pad
- 1 1/2" gas line enclosed in black tar

Area 1 (9/27)	- 90 LF of buried piping 3 hrs excavator	\$4455.00 480.00	} \$4935
Area 2 (9/28)	- 300 LF of transite piping, buried 3 hrs excavator	4255.00 480.00	} \$4735
Area 3 (10/4)	- 220 LF of mastic on gas line, 40 LF piping 3 hrs excavator	3675 - 480	} \$4155

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

thirteen thousand - eight hundred twenty five dollars (\$ **13,825.00**).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Suzanne Krumpal
Note: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____
Signature _____

#1 13202695201

QUAD STATE ASBESTOS REMOVAL, INC. - QSAR

P. O. BOX 95

MONTEVIDEO, MN 56265

Phone: 320-269-2219 Fax: 320-269-5201

Cell: 320-226-4361

Your Health & Safety Specialists

PROPOSAL FOR SERVICES

TO: Worthington Excavating

Worthington, MN

QUOTE #: Q018411

DATE: 9-27-11

SUBMITTED BY: Fred Wellnitz, Project Mgr.

PROJECT LOCATION:

City of Worthington: Buried Piping
Worthington, MN

SCOPE OF WORK: Removal and disposal of approx: 90 lin ft. of buried piping for the city of Worthington, MN.

BID PRICE: \$ 4,455.00

Bid Includes: Insurance, Labor, Materials, Disposal Fee & Project Closeout.

Respectfully Submitted,



Fred Wellnitz, Project Manager

Acceptance of Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion or per arrangements set forth.

Signature: Susanne K Murphy Date of Acceptance: 10/4/11

(QSAR is licensed by the Minnesota Department of Health as an Abatement Contractor AC-335. QSAR was Established in December, 1990 and is a woman owned business. QSAR follows all State & Federal Guidelines for the removal of Asbestos, Lead and Mold. All waste is disposed of in an EPA approved landfill.)

#2

QUAD STATE ASBESTOS REMOVAL, INC. - QSAR

P. O. BOX 95

MONTEVIDEO, MN 56265

Phone: 320-269-2219 Fax: 320-269-5201

Cell: 320-226-4361

Your Health & Safety Specialists

PROPOSAL FOR SERVICES

TO: Worthington Excavating

QUOTE #: Q018511

Worthington, MN

DATE: 9-28-11

SUBMITTED BY: Fred Wellnitz, Project Mgr.

PROJECT LOCATION:

**City of Worthington , MN
Worthington, MN**

SCOPE OF WORK: Removal and disposal of 300 lin. Ft. of transite piping buried in ground at the old Campbell site.

BID PRICE: \$ 4,255.00

Bid Includes: Insurance, Labor, Materials, Disposal Fee & Project Closeout.

Respectfully Submitted,



Fred Wellnitz, Project Manager

Acceptance of Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion or per arrangements set forth.

Signature: Susan K Murphy

Date of Acceptance: 10/4/11

(QSAR is licensed by the Minnesota Department of Health as an Abatement Contractor AC-335. QSAR was Established in December, 1990 and is a woman owned business. QSAR follows all State & Federal Guidelines for the removal of Asbestos, Lead and Mold. All waste is disposed of in an EPA approved landfill.)

#3

QUAD STATE ASBESTOS REMOVAL, INC. - OSAR

P. O. BOX 95

Your Health & Safety Specialists

MONTEVIDEO, MN 56265

Phone: 320-269-2219 Fax: 320-269-5201

Cell: 320-226-4361

PROPOSAL FOR SERVICES

TO: Worthington Excavating

QUOTE #: Q018611

Worthington, MN

DATE: 10-4-11

SUBMITTED BY: Fred Wellnitz, Project Mgr.

PROJECT LOCATION:

City of Worthington , MN
Worthington, MN

SCOPE OF WORK: Removal and disposal of 220 lin. Ft. of mastic on gas line and 40 lin. Ft. of piping in clay tile at the old Campbell site.

BID PRICE:\$ 3,675.00

Bid Includes: Insurance, Labor, Materials, Disposal Fee & Project Closeout.

Respectfully Submitted,



Fred Wellnitz, Project Manager

Acceptance of Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion or per arrangements set forth.

Signature: Suzanne Murphy

Date of Acceptance: 10/4/11

(QSAR is licensed by the Minnesota Department of Health as an Abatement Contractor AC-335. QSAR was established in December, 1990 and is a woman owned business. QSAR follows all State & Federal Guidelines for the removal of Asbestos, Lead and Mold. All waste is disposed of in an EPA approved landfill.)

CONTRACT ADMINISTRATION WORK CHANGES PROPOSAL REQUEST

Owner
Architect
Consultant
Contractor
Field
Other

PROJECT: (name, address) New Fire Station
Second Avenue and Ninth Street
Worthington, MN 56187

OWNER: (name, address) City of Worthington
303 Ninth Street
Worthington, MN 56187

TO: (Contractor) Worthington Excavating, Inc.
26605 Sundberg Avenue
PO Box 262
Worthington, MN 56187

CONTRACT FOR: Site Preparation

CONTRACT DATED: August 19, 2011

PROPOSAL REQUEST NO: SP-TWO (2)
(Site Preparation)

DATE OF ISSUANCE: OCTOBER 3, 2011

ARCHITECT: BUETOW & ASSOCIATES
2345 RICE STREET SUITE 210
ST. PAUL, MINNESOTA

ARCHITECT'S PROJECT NO: 1025

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ten working days (10), the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Abate (demolish and remove) asbestos containing materials (including pipe coverings and insulation) from existing uncovered Steam Piping completely. Remove these demolished materials to an approved offsite landfill that accepts such materials.
Provide a Time and Material (T & M) price for this Work.
2. All removal and disposal of asbestos containing materials shall be conducted by a Minnesota-licensed abatement contractor. That work shall all be achieved in accordance with applicable rules and regulations as promulgated and enforced by, but not limited to, the following public entities: Minnesota Pollution Control Agency, Minnesota Department of Health and United States Environmental Protection Agency.
3. All such materials must be stockpiled and tested and the selected Landfill must be advised of the results of such testing before they can be sent to that location.

Note that this is a Proposal request requested by the Owner for disposition of on-site materials and not a Specification nor Scope of Work description nor directions for achievement of that work.

Attachments: (Here insert listing of documents that support description.)
None.

Issued by: Randy Engel, RA, AS


Principal in Charge

BUETOW & ASSOCIATES. 2345 Rice Street Suite 210 St. Paul, Minnesota Phone: 651.483.6701

Proposal

Page No. _____ of _____ Pages

WORTHINGTON EXCAVATING, INC.

P.O. BOX 262
WORTHINGTON, MN 56187
507-372-7191
Fax: 507-372-7198

PROPOSAL SUBMITTED TO <i>City of Worthington</i>		PHONE	DATE <i>9/28/11</i>
STREET <i>Alt. Duane Hatched</i>		JOB NAME <i>New Fire Station</i>	
CITY, STATE AND ZIP CODE		JOB LOCATION <i>Worthington, MN</i>	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Debris + contaminated soils

280' x 70' x 3' = 2860 LV yds

Utility trenches 940 LV yds

3800 yds LV

Landfill charges: demo 10⁰⁰ per yd

contaminated soil 35⁰⁰ per yd

Demo pricing 31²⁵ per yd

*includes: excavation, trucking, landfill charges,
common clay borrow, placing*

Contaminated soil 56²⁵ per yd

*includes excavation, trucking, landfill charges,
common clay borrow, placing*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

_____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Susan K. Weis

Note: This proposal may be withdrawn by us if not accepted within *20* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Proposal

Page No. _____ of _____ Pages

WORTHINGTON EXCAVATING, INC.

P.O. BOX 262
WORTHINGTON, MN 56187
507-372-7191
Fax: 507-372-7198

PROPOSAL SUBMITTED TO <i>City of Worthington</i>	PHONE	DATE <i>9/28/11</i>
STREET <i>Attn: Duwayne Hoffield</i>	JOB NAME <i>New Fire Station</i>	
CITY, STATE AND ZIP CODE	JOB LOCATION <i>Worthington</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

*Excavate asbestos covered burned piping
@ new fire station site*

3 hours excavator @ 160⁰⁰ / 5480⁰⁰

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

four hundred eighty four 7/100 - dollars (\$ *480*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Simon K. Murphy
Note: This proposal may be withdrawn by us if not accepted within *20* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

QUAD STATE ASBESTOS REMOVAL, INC. - QSAR

P. O. BOX 95
MONTEVIDEO, MN 56265

Phone Number: 320-269-2219
Fax Number: 320-269-5201

2011 CELEBRATES
21 YEARS OF EXCELLENCE

Cell Number: 320-226-4361

FAX TRANSMITTAL FORM

To: Worthington Excavating
Name:
Fax: 507-372-7198

From: Fred Wellnitz
Date Sent: 9-27-11
Number of Pages: 2

Enclosed is a quote for the asbestos abatement for the buried piping for the City of Worthington.

If you have any questions or need additional information, please call me on my cell phone at 320-226-4361.

Thank You,



Fred Wellnitz
Project Manager

QSAR is licensed by the Minnesota Department of Health as an Abatement Contractor AC-336. QSAR was established in December, 1990 and is a woman owned business. QSAR follows all State & Federal Guidelines for the removal of Asbestos, Lead & Mold. All waste is disposed of in an EPA approved landfill.

QUAD STATE ASBESTOS REMOVAL, INC. - OSAR

P. O. BOX 95

Your Health & Safety Specialists

MONTEVIDEO, MN 56265

Phone: 320-269-2219 Fax: 320-269-5201

Cell: 320-226-4361

PROPOSAL FOR SERVICES

TO: Worthington Excavating

QUOTE #:Q018411

Worthington, MN

DATE: 9-27-11

SUBMITTED BY: Fred Wellnitz, Project Mgr.

PROJECT LOCATION:

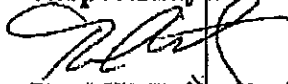
**City of Worthington: Buried Piping
Worthington, MN**

SCOPE OF WORK: Removal and disposal of approx: 90 lin ft. of buried piping for the city of Worthington, MN.

BID PRICE:\$ 4,455.00

Bid Includes: Insurance, Labor, Materials, Disposal Fee & Project Closeout.

Respectfully Submitted,



Fred Wellnitz, Project Manager

Acceptance of Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion or per arrangements set forth.

Signature: _____

Date of Acceptance: _____

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WORTHINGTON EXCAVATING, INC.

P.O. BOX 262

Worthington, MN 56187

Phone: (507) 372-7191

Fax: (507) 372-7198

DBE CERTIFIED

2011 Equipment Rates...w/payscale

As of May 1, 2011

D5C Cat Dozer	\$110.00 per hour.....	\$126.50
D6R Cat Dozer (4)	\$140.00 per hour.....	\$161.00
D6N Cat Dozer	\$135.00 per hour.....	\$155.25
938F Cat Loader	\$130.00 per hour.....	\$149.50
938G Cat Loader	\$130.00 per hour.....	\$149.50
950 Cat Loader	\$120.00 per hour.....	\$138.00
950F Cat Loader	\$135.00 per hour.....	\$155.25
380 Komatsu Loader	\$150.00 per hour.....	\$172.50
Mini Excavator	\$105.00 per hour.....	\$184.00
315 Cat Excavator	\$135.00 per hour.....	\$155.25
320 Cat Excavator	\$150.00 per hour.....	\$172.50
324 Cat Excavator	\$160.00 per hour.....	\$184.00
400 Komatsu Excavator	\$200.00 per hour.....	\$230.00
140H Cat Blade	\$115.00 per hour.....	\$132.25
Skid Loader	\$105.00 per hour.....	\$120.75
Skid Loader w/ post hole	\$105.00 per hour.....	\$120.75
Skid Loader w/ breaker	\$105.00 per hour.....	\$120.75
Skid Loader w/ broom	\$105.00 per hour.....	\$120.75
End Dump Truck	\$100.00 per hour.....	\$115.00
End Dump & Pup	\$105.00 per hour.....	\$120.75
End Dump & Lowboy	\$105.00 per hour.....	\$120.75
Belly Dump	\$105.00 per hour.....	\$120.75
Side Dump	\$105.00 per hour.....	\$120.75
Truck & Lowboy	\$130.00 per hour.....	\$149.50
Rubber Tire Roller	\$ 80.00 per hour.....	\$82.00
Rammax Compactor	\$ 80.00 per hour.....	\$82.00
Dump charges (plus machine time)	\$ 45.00 per load	
Labor	\$ 48.00 per hour.....	\$55.20
Saw Cut - 4" or less	\$ 7.00 per foot.....	\$8.00
Riding Compactor	\$ 80.00 per hour.....	\$92.00
Water Truck	\$105.00 per hour.....	\$120.75
Vac Tron	\$ 80.00 per hour.....	\$92.00
Insulation Installed	\$ 35.00 per hour	

Proposal

Page No. _____ of _____ Pages

WORTHINGTON EXCAVATING, INC.

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WORTHINGTON, MN 56187
507-372-7191
Fax: 507-372-7198

PROPOSAL SUBMITTED TO <i>City of Worthington</i>	PHONE	DATE <i>Sept 29</i>
STREET <i>Attn: Duwayne</i>	JOB NAME <i>New Fire Station</i>	
CITY, STATE AND ZIP CODE <i>Randy E</i>	JOB LOCATION <i>Wgtn</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

*Price to excavate 300 LF of
transite piping for asbestos removal
— \$480⁰⁰
(3 hrs w/ exc)*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

four hundred eighty \$20/100 dollars (\$ 480⁻).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Suzanne K Murphy

Note: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

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Phone Number: 320-269-2219
Fax Number: 320-269-5201

2011 CELEBRATES
21 YEARS OF EXCELLENCE

Cell Number: 320-226-4361

FAX TRANSMITTAL FORM

To: Worthington Excavating
Name:
Fax: 507-372-7198

From: Fred Wellnitz
Date Sent: 9-28-11
Number of Pages: 2

Enclosed is the quote for 300 lin ft. of transite piping found at the old Campbells Site.

If you have any questions or need additional information, please call me on my cell phone at 320-226-4361.

Thank You,



Fred Wellnitz
Project Manager

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P. O. BOX 95

Your Health & Safety Specialists

MONTEVIDEO, MN 56265

Phone: 320-269-2219 Fax: 320-269-5201

Cell: 320-226-4361

PROPOSAL FOR SERVICES

TO: Worthington Excavating

QUOTE #: Q018511

Worthington, MN

DATE: 9-28-11

SUBMITTED BY: Fred Wellnitz, Project Mgr.

PROJECT LOCATION:


**City of Worthington, MN
Worthington, MN**

SCOPE OF WORK: Removal and disposal of 300 lin. Ft. of transite piping buried in ground at the old Campbell site.

BID PRICE: \$ 4,255.00

Bid Includes: Insurance, Labor, Materials, Disposal Fee & Project Closeout.

Respectfully Submitted,



Fred Wellnitz, Project Manager

Acceptance of Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion or per arrangements set forth.

Signature: _____

Date of Acceptance: _____

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CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND REVENUE (30000)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
	PROPRIETARY OPERATING REVENUES (37000)					
	UTILITY OPERATING REVENUES (37100)					
37111- 0000	RESIDENTIAL SALES	161,107	167,080	174,131	173,156	181,978
37112- 0000	COMMERCIAL SALES	127,141	131,560	137,063	150,439	144,030
37113- 0000	INDUSTRIAL SALES	91,001	94,973	99,957	98,883	103,560
37119- 0000	INSTITUTIONAL SALES	57,568	60,724	62,379	62,801	64,676
37121- 0000	MULTI-FAMILY SALES	32,442	34,042	34,670	35,895	37,092
	TOTAL UTILITY OPERATING REVENUES	469,259	488,379	508,200	521,174	531,336
	UTILITY NON-OPERATING REVENUES (38000)					
38001- 0000	INTEREST EARNINGS	2,780	3,374	2,500	4,000	4,000
38009- 0000	OTHER NON-OPERATING	2,763	5,689	4,000	3,800	4,000
	TOTAL UTILITY NON-OPERATING REVENUES	5,543	9,063	6,500	7,800	8,000
	TOTAL REVENUES BEFORE USE OF RETAINED EARNINGS	474,802	497,442	514,700	528,974	539,336
	USE OF RETAINED EARNINGS (26000)					
	USE OF RESERVED BALANCES (26300)					
26307- 0000	EQUIPMENT REVOLVING	0	744	0	0	0
	USE OF UNRESERVED UNDESIGNATED RETAINED EARNINGS (26400)					
26499- 0000	UNRESERVED UNDESIGNATED RETAINED EARNINGS FROM CAPITAL RESERVE FINANCING	0	0	6,983	0	218
	#49773 2ND AVE-15TH TO OKABE	0	0	80,000	80,000	0
	#49779 HAGGE-DIAGONAL TO TO	0	0	15,500	0	15,500
	#49785 ALLEY BLK 19 PVMT REPL	0	0	0	0	15,240
	#49786 FRANKLIN ST-EAST TO MI	0	0	0	0	11,130
	#49787 TREVOR ST-EAST AVE TC	0	0	0	0	24,840
	TOTAL USE OF RETAINED EARNINGS	0	744	102,483	80,000	66,928
	TOTAL STORM WATER MANAGEMENT FUND CASH SOURCES	474,802	498,186	617,183	608,974	606,264

ADDITIONAL INFORMATION:

606- 37111-37121 Represents 4.1% increase
 38009- 0000 Contract sweeping

CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND EXPENDITURES (40000) STREET - COMMUNITY SERVICE (43100)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
43150	STORM DRAINAGE					
	PERSONNEL SERVICES					
1101	FULL-TIME EMPLOYEES-REGULAR	19,906	31,267	21,038	21,038	21,613
1102	EMPLOYEES-OVERTIME	243	88	848	150	849
1121	PERA CONTRIBUTIONS	1,524	2,475	1,587	1,537	1,628
1122	FICA CONTRIBUTIONS/MEDICARE	1,608	2,549	1,674	1,622	1,718
1131	HEALTH INSURANCE ADMIN/CLAIMS	4,640	6,118	5,476	5,476	6,641
1132	MBA INSURANCE	202	424	0	0	0
1133	LIFE INSURANCE	22	31	21	21	21
1134	LTD INSURANCE	110	173	102	102	105
1135	DEFERRED COMPENSATION	76	147	0	0	0
1151	WORKERS COMP-INS PREMIUMS	1,835	1,342	1,153	1,127	1,177
	TOTAL PERSONNEL SERVICES	30,166	44,614	31,899	31,073	33,752
	SUPPLIES					
2212	MOTOR FUELS	3,691	4,387	4,000	4,300	4,400
2219	MISC. OPERATING SUPPLIES	374	770	750	750	800
2221	EQUIPMENT PARTS	531	450	300	250	300
2223	BUILDING REPAIR SUPPLIES	21	0	100	0	100
2229	MISC. REPAIR AND MAINT SUPPLIES	6,376	3,252	11,000	5,500	11,000
	TOTAL SUPPLIES	10,993	8,859	16,150	10,800	16,600
	OTHER SERVICES AND CHARGES					
3301	AUDITING AND ACCOUNTING SERVICES	20,812	21,731	23,300	23,300	23,405
3307	MANAGEMENT FEES	7,250	8,247	12,768	12,768	13,303
3309	EDP, SOFTWARE & DESIGN	5,379	5,492	5,514	5,514	5,556
3319	MISC. PROFESSIONAL SERVICES	25,341	5,410	23,000	23,000	23,000
3349	MISC ADVERTISING (PROMOTION)	822	923	950	950	950
3352	GENERAL NOTICES & PUBLIC INFO	1,332	11,852	21,500	21,500	21,500
3361	GENERAL LIABILITY INSURANCE	455	493	525	490	500
3362	PROPERTY INSURANCE	18	18	25	770	800
3381	ELECTRIC UTILITIES	1,816	1,909	1,850	1,850	1,850
3403	IMPROVE OTHER THAN BUILD- REP/MAIN	330	0	3,500	1,500	5,500
3404	MACHINERY AND EQUIP - REP & MAINT	277	15	500	350	500
3419	MISC. RENTALS	2,140	2,769	4,500	1,500	6,500
3437	LICENSES & TAXES	12	428	30	10	30
	TOTAL OTHER SERVICES AND CHARGES	65,984	59,287	97,962	93,502	103,394
	TOTAL STORM DRAINAGE	107,143	112,760	146,011	135,375	153,746
43220	STREET CLEANING					
	PERSONNEL SERVICES					
1101	FULL-TIME EMPLOYEES-REGULAR	35,350	31,152	37,292	37,292	38,518
1102	EMPLOYEES-OVERTIME	804	712	1,063	550	1,339
1103	PART-TIME/TEMPORARY EMPLOYEES	1,331	3,215	6,030	4,500	6,030
1121	PERA CONTRIBUTIONS	2,433	2,230	2,781	2,743	2,890
1122	FICA CONTRIBUTIONS/MEDICARE	2,772	2,689	3,395	3,241	3,510
1131	HEALTH INSURANCE ADMIN/CLAIMS	6,739	2,848	5,976	5,976	6,579
1132	MBA INSURANCE	0	1,590	0	0	0
1133	LIFE INSURANCE	33	28	37	37	37
1134	LTD INSURANCE	157	142	182	182	188
1135	DEFERRED COMPENSATION	31	33	0	0	0
1151	INSURANCE PREMIUMS-WORKER'S COMF	2,289	2,260	2,505	2,400	2,567
	TOTAL PERSONNEL SERVICES	51,939	46,899	59,261	56,921	61,658
	SUPPLIES					
2212	MOTOR FUELS	8,917	10,780	10,000	10,500	11,000
2221	EQUIPMENT PARTS	13,470	8,772	14,000	10,000	11,000
	TOTAL SUPPLIES	22,387	19,552	24,000	20,500	22,000

CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND EXPENDITURES (40000) SANITATION - COMMUNITY SERVICE (43200)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
43220	STREET CLEANING					
	OTHER SERVICES AND CHARGES					
3361	GENERAL LIABILITY INSURANCE	809	1,133	1,300	1,320	1,330
3362	PROPERTY INSURANCE	703	852	900	219	225
3363	AUTOMOTIVE INSURANCE	135	111	125	103	110
3381	ELECTRIC UTILITIES	339	456	450	450	450
3404	MACH & EQUIP - REPAIR & MAINT	1,674	1,775	1,800	1,750	1,800
3437	LICENSES AND TAXES	390	155	400	0	0
3444	INTEREST EXPENSE	7,467	6,120	4,703	4,703	3,213
	TOTAL OTHER SERVICES AND CHARGES	11,517	10,602	9,678	8,545	7,128
	TOTAL STREET CLEANING	85,843	77,053	92,939	85,966	90,786
	ADMINISTRATION (49600) CUSTOMER ACCOUNTS (49640)					
49643	ACCOUNTS-CUSTOMER SERVICE & INFORMATION					
	OTHER SERVICES AND CHARGES					
3439	MISCELLANEOUS	727	137	500	100	200
	TOTAL OTHER SERVICES AND CHARGES	727	137	500	100	200
	TOTAL ACCOUNTS-CUSTOMER SERVICE & INFO	727	137	500	100	200
	TOTAL EXPENDITURES BEFORE FIXED ASSETS	193,713	189,950	239,450	221,441	244,732
	FIXED ASSETS (49700)					
49771	UNANTICIPATED YARD/STREET PROBLEMS					
5539	IMPROVEMENT MISCELLANEOUS	0	0	17,000	17,000	10,000
	TOTAL UNANTICIPATED YARD/STREET PROBLEMS	0	0	17,000	17,000	10,000
49772	ROOS AVE PAVEMENT REPLACEMENT					
5539	IMPROVEMENT MISCELLANEOUS	0	0	0	4,531	0
	TOTAL ROOS AVE PAVEMENT REPLACEMENT	0	0	0	4,531	0
49773	2ND AVE-15TH TO OKABENA STORM SEWER RECON					
5539	IMPROVEMENT MISCELLANEOUS	0	0	194,000	163,000	0
	TOTAL 2ND AVE-15TH TO OKABENA STORM SEWER	0	0	194,000	163,000	0
49774	STORM SEWER REP ON OSLO ST-CD 12 TO 150 FT					
5539	IMPROVEMENT MISCELLANEOUS	0	0	65,200	63,725	0
	TOTAL STORM SEWER REP ON OSLO ST-CD 12 TO	0	0	65,200	63,725	0
49775	REPAIR PRAIRIE JUSTICE CENTER OUTLET TO CD 12					
5536	IMPROVEMENT ENGINEERING	54	0	0	0	0
5538	IMPROVEMENT CONSTRUCTION	225	15	0	0	0
	TOTAL REPAIR PRAIRIE JUSTICE CENTER OUTLET	279	15	0	0	0
49776	2009 STORM SEWER IMPROVEMENTS					
1XXX	PAYROLL EXPENDITURES	0	76	0	0	0
5536	IMPROVEMENT ENGINEERING	17,543	407	0	0	0
5537	IMPROVEMENT ADMINISTRATION	298	0	0	0	0
5538	IMPROVEMENT CONSTRUCTION	93,452	870	0	0	0
5539	IMPROVEMENT MISCELLANEOUS	240	0	0	0	0
	TOTAL 2009 STORM SEWER IMPROVEMENTS	111,533	1,353	0	0	0

CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND EXPENDITURES (40000) FIXED ASSETS (49700)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
49777	2009 PAVEMENT REPLACEMENT					
1XXX	PAYROLL EXPENDITURES	0	31	0	0	0
5536	IMPROVEMENT ENGINEERING	1,823	49	0	0	0
5538	IMPROVEMENT CONSTRUCTION	11,641	0	0	0	0
5539	IMPROVEMENT MISCELLANEOUS	293	0	0	0	0
	TOTAL 2009 PAVEMENT REPLACEMENT	13,757	80	0	0	0
49778	ADD TO RESERVE FOR 4TH AVE-LAKE ST TO 9TH ST RECON					
5539	IMPROVEMENT MISCELLANEOUS	0	0	0	0	75,280
	TOTAL ADD TO RESERVE FOR 4TH AVE-LAKE ST TO 9TH ST RECON	0	0	0	0	75,280
49779	HAGGE-DIAGONAL TO TOWER CB REPLAC					
5539	IMPROVEMENT MISCELLANEOUS	0	0	15,500	0	15,970
	TOTAL HAGGE-DIAGONAL TO TOWER CB REPLAC	0	0	15,500	0	15,970
49781	REINSTALL CATCH BASINS & LEAD ON DARLING DR					
5539	IMPROVEMENT MISCELLANEOUS	0	0	0	0	28,220
	TOTAL REINSTALL CATCH BASINS & LEAD ON DARLING DR	0	0	0	0	28,220
49782	CIPP 24' MAIN AT 13TH & CLARY & 3RD AVE LEAD AT 13TH					
1XXX	PAYROLL EXPENDITURES	0	477	0	25	0
5536	IMPROVEMENT ENGINEERING	0	1,040	0	72	0
5538	IMPROVEMENT CONSTRUCTION	0	0	0	20,818	0
5539	IMPROVEMENT MISCELLANEOUS	0	369	0	0	0
	TOTAL CIPP 24' MAIN AT 13TH & CLARY & 3RD AVE LEAD AT 13TH	0	1,886	0	20,915	0
49783	9TH AVE-CLEMENT TO 200' W STROM SWR RECON					
5539	IMPROVEMENT MISCELLANEOUS	0	0	0	0	135,000
	TOTAL 9TH AVE-CLEMENT TO 200' W STROM SWR RECON	0	0	0	0	135,000
49785	ALLEY BLK 19 PAVEMENT REPLAC					
5539	IMPROVEMENT MISCELLANEOUS	0	0	15,240	0	15,700
	TOTAL ALLEY BLK 19 PAVEMENT REPLAC	0	0	15,240	0	15,700
49786	FRANKLIN ST-EAST TO MURRAY PVMT REPLAC					
5539	IMPROVEMENT MISCELLANEOUS	0	0	11,130	55	11,460
	TOTAL FRANKLIN ST-EAST TO MURRAY PVMT REPLAC	0	0	11,130	55	11,460
49787	TREVOR ST-EAST AVE TO MURRAY PVMT REPL STORM IMPR					
5539	IMPROVEMENT MISCELLANEOUS	0	0	24,840	96	25,590
	TOTAL TREVOR ST-EAST AVE TO MURRAY PVMT REPL STORM IMPR	0	0	24,840	96	25,590
49788	MARINE AVE CATCH BASINS & LEADS					
5539	IMPROVEMENT MISCELLANEOUS	0	0	0	14,871	0
	TOTAL MARINE AVE CATCH BASINS & LEADS	0	0	0	14,871	0
49789	LAKE ST-SHELL TO WINIFRED PAVEMENT RESTORATION					
1XXX	PAYROLL EXPENDITURES	0	927	0	0	0
5536	IMPROVEMENT ENGINEERING	0	3,357	0	40	0
5537	IMPROVEMENT ADMINISTRATION	0	14	0	0	0
5538	IMPROVEMENT CONSTRUCTION	0	46,110	0	0	0
	TOTAL LAKE ST-SHELL TO WINIFRED PAVEMENT RESTORATION	0	50,408	0	40	0

CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND EXPENDITURES (40000) FIXED ASSETS (49700)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
49792	ROWE AVENUE ALTERNATE DRAINAGE IMPROV					
5538	IMPROVEMENT CONSTRUCTION	0	2,762	0	0	0
	TOTAL ROWE AVENUE ALTERNATE DRAINAGE IMI	0	2,762	0	0	0
49793	FRANKLIN ST-EAST TO MURRAY RECON					
5536	IMPROVEMENT ENGINEERING	229	0	0	0	0
5538	IMPROVEMENT CONSTRUCTION	972	0	0	0	0
	TOTAL FRANKLIN ST-EAST TO MURRAY RECON	1,201	0	0	0	0
49794	TREVOR ST-EAST AVE TO MURRAY STORM IMPR					
5536	IMPROVEMENT ENGINEERING	133	0	0	0	0
5538	IMPROVEMENT CONSTRUCTION	1,643	5	0	0	0
	TOTAL TREVOR ST-EAST AVE TO MURRAY STORM	1,776	5	0	0	0
49795	OUTLET TO LAKE RECON @ 1710 S SHORE DRIVE					
5538	IMPROVEMENT CONSTRUCTION	0	1,575	0	0	0
	TOTAL OUTLET TO LAKE RECON @ 1710 S SHORE	0	1,575	0	0	0
49796	BRISTOL-APEL TO END STORM SEWER RECON					
5536	IMPROVEMENT ENGINEERING	82	0	0	0	0
	TOTAL BRISTOL-APEL TO END STORM SEWER RE	82	0	0	0	0
49797	WOODCREST AVE-NOBLES TO S PAVEMENT REPLAC					
5536	IMPROVEMENT ENGINEERING	0	0	0	4,279	0
	TOTAL WOODCREST AVE-NOBLES TO S PVMT RE	0	0	0	4,279	0
49798	ADDITIONAL CATCH BASINS ON LUCY DRIVE					
5538	IMPROVEMENT CONSTRUCTION	0	364	0	0	0
	TOTAL ADDITIONAL CATCH BASINS ON LUCY DRIV	0	364	0	0	0
49799	LAKE ST-SHELL TO WINIFRED STORM SEWER RECON					
5536	IMPROVEMENT ENGINEERING	430	0	0	0	0
5537	IMPROVEMENT ADMINISTRATION	0	0	0	0	0
5538	IMPROVEMENT CONSTRUCTION	2,196	3	0	0	0
5539	IMPROVEMENT MISCELLANEOUS	753	0	0	0	0
	TOTAL LAKE ST-SHELL TO WINIFRED STORM SEW	3,379	3	0	0	0
	TOTAL FIXED ASSETS	132,007	58,451	342,910	288,512	317,220
	TOTAL EXPENDITURES BEFORE INTERFUND LIABILITIES AND INCREASE IN RETAINED EARNINGS	325,720	248,401	582,360	509,953	561,952
	LIABILITY PAYMENTS (20000)					
21841- 0000	PRINCIPAL-TYMCO CAPITAL LEASE	26,161	27,508	28,925	28,925	30,414

CITY OF WORTHINGTON, MINNESOTA

606	STORM WATER MANAGEMENT FUND EXPENDITURES (40000)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
	INCREASE IN RETAINED EARNINGS (26000)					
	INCREASE IN RESERVED BALANCES (26300)					
26307- 0000	EQUIPMENT REVOLVING	6,864	6,864	5,898	5,898	13,898
	INCREASE IN UNRESERVED UNDESIGNATED RETAINED EARNINGS (26400)					
26499- 0000	UNRESERVED UNDESIGNATED RETAINED EARNINGS FROM CAPITAL RESERVE FINANCING	116,057	215,413	0	64,198	0
	TOTAL INCREASE IN RETAINED EARNINGS	122,921	222,277	5,898	70,096	13,898
	TOTAL STORM WATER MANAGEMENT FUND CASH USES	474,802	498,186	617,183	608,974	606,264

ADDITIONAL INFORMATION:

- 606- 43150- 1101 The Regular Employee Hours are as follows:
 104 hrs Public Works Operators III
 804 hrs Public Works Operators
 104 hrs WWTP Operators
- 1102 25 Hours - various operator hours.
 2212 Gas, oil, grease, pumping during high water conditions, etc. Fuel for vac-all cleaning catch basins.
 2219 Miscellaneous items such as batteries, flashers, smoke bombs, spray weeds at storm ponds, etc.
 2221 Repairs to storm sewer lift stations, repairs to vac-all 33%.
 2223 Lift station doors, locks, bulbs, electrical, etc.
 2229 Castings, cement, block, tile, miscellaneous sand, lumber, concrete, blacktop repair of catch basins, etc.
 3301 Fund 702 - \$2,266 and Utilities - \$21,252 (4% of revenues rounded)
 3307 Allocation of Superintendent of Public Works \$5,556 and Engineering \$7,747
 3319 Contractor Cleaning, Televising, professional services NPDES Storm Water Permit
 3349 Publication I Worthington Daily Globe "Do not put grass clippings" ad - May through September \$190 x 5=\$950
 3352 Costs for public education and outreach activities
 3381 Electric utility for operation, Tower Street lift-dependent on rainfall
 3403 Outside labor used in maintenance of catch basins or tile replacement
 3404 Labor to repair lift station pump/vac all
 3419 Rental of equipment such as backhoe, end loader, hydra hammer, etc.
 3437 Miscellaneous permits
- 606- 43220- 1101 The Regular Employee hours are as follows:
 36 hrs Public Works Operators III
 1,772 hrs Public Works Operator
- 1102 40 Hours x 1.5
 1103 400 Hours - two temporary employees
 2212 Fuel for sweeper, flusher, truck
 2221 Main brooms, gutter brooms, bearings, strip brush, runners, parts for sweeper and flusher trucks
 3319 As of '98-using street cleaning debris as fill tree burn site as allowed by MPCA new regulations.
 3444 Interest on lease payment for regenerative air sweeper
 3381 Electric utility for operation of Liberty Drive water fill stand
 3404 Outside labor on flusher and sweeper
 3437 Permits, etc.
- 21841- 0000 Lease to purchase regenerative air sweeper-Third payment of six beginning June 2008.

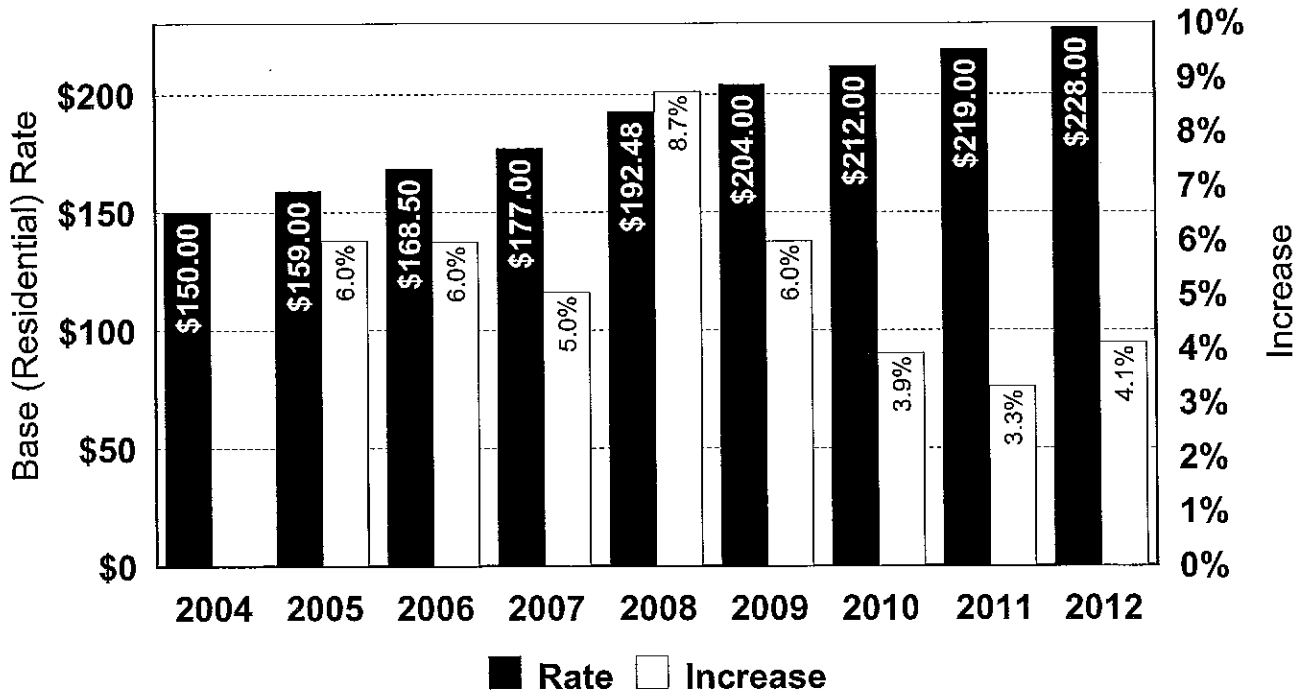
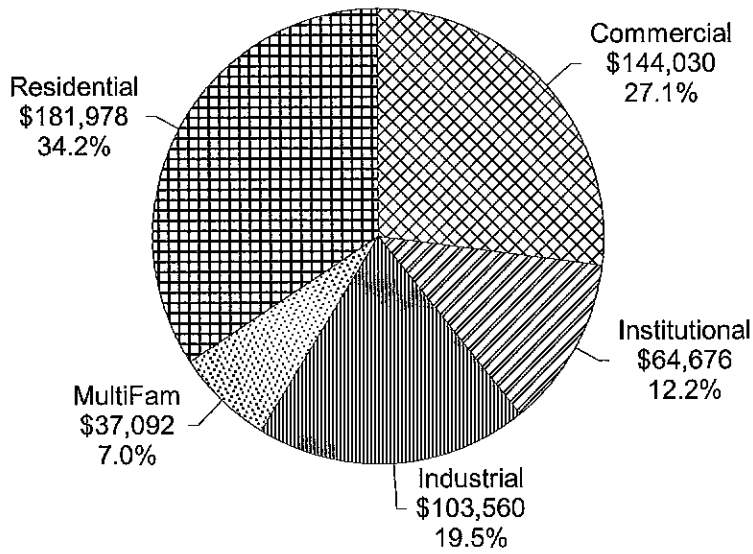
CITY OF WORTHINGTON, MINNESOTA
 CAPITAL IMPROVEMENT PROGRAM
 FOR THE YEARS 2012 - 2016
 (AMOUNTS IN DOLLARS)

D.	2012	STORM DRAINAGE	PROPOSED BUDGETARY FUND/ACCOUNTS	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
	D1	UNANTICIP. YARD/STREET PROB.	606-49771-55XX	10,000			10,000						
	D2	HAGGE-DIAGONAL TO TOWER CB RI	606-49779-55XX	15,970		15,500	470						
	D3	ALLEY BLK 19 PAVEMENT REPLAC	606-49785-55XX	15,700		15,240	460						
	D4	FRANKLIN ST-EAST TO MURRAY PVI	606-49786-55XX	11,460		11,130	330						
	D5	TREVOR ST-EAST AVE TO MURRAY I	606-49787-55XX	25,590		24,840	750						
	D6	GRAND AVENUE N CATCH BASIN AN	401-48658-55XX	118,450		118,450							
	D7	ADD TO RESERVE FOR 4TH AVE-LAK	606-49778-55XX	75,280			75,280						
	D8	REINSTALL CATCH BASINS AND LEA	606-49781-55XX	28,220			28,220						
	D9	9TH AVE-CLEMENT TO 200' W STOR	606-49783-55XX	135,000			135,000						
2012		STORM DRAINAGE	TOTALS	435,670	0	185,160	250,510	0	0	0	0	0	0
D.	2013	STORM DRAINAGE											
	D1	UNANTICIP. YARD/STREET PROB.	606-49771-55XX	10,000			10,000						
	D2	OKABENA CR SW SIDE STORM TRUN	401-	2,659,350				2,128,170	531,180				
	D3	MCMILLAN-OXFORD ST NORTH CATCH	BASIN REPLC	22,130							22,130		
	D4	4TH AVE-LAKE ST TO 9TH ST STOR	SEWER REPLAC	204,290		75,280	129,010						
	D5	2ND AVE-15TH TO OKABENA PAVEM	ENT REPLAC	91,000			91,000						
	D6	TH 59 N COMMAND/IND PARK STOR	WTR IMPROV	4,136,660				827,350	3,309,310				
	D7	KNOLLWOOD DR STORM SEWER IMPR		151,120				48,060	105,060				
	D8	INCREASE IN RESERVE FOR CENTENN	IAL PARK LIFT STA'	25,000			25,000						
2013		STORM DRAINAGE	TOTALS	7,239,550	0	75,280	255,010	3,001,580	3,945,550	0	22,130	0	0

2012 STORM WATER UTILITY RATES

USE	AREA	FACTOR	UNITS
Comm	314.28	2.01	631.71
Inst	141.13	2.01	283.66
Ind	271.98	1.67	454.21
MultiF	109.92	1.48	162.68
Res	798.15	1.00	798.15
Total Units			2330.42
Budget			\$530,860
Calculated Rate			\$227.80
Proposed Rate			\$228.00

REVENUE DISTRIBUTION



AN ORDINANCE RELATING TO STORM WATER UTILITY RATES

The City Council of the City of Worthington, do ordain:

SECTION I.

Worthington City Code, Title V, Chapter 54, Section 54.04 (C), is hereby amended and shall read as follows:

(C) The annual fee per acre for residential is \$228.00.

SECTION II.

This ordinance shall take effect January 1, 2012.

Passed by the City Council of the City of Worthington, Minnesota, this _____ day of _____, 2011.

Mayor

Attest:

City Clerk

CITY OF WORTHINGTON, MINNESOTA

607	STREET LIGHTING FUND REVENUE (30000) PROPRIETARY OPERATING REVENUES (37000) UTILITY OPERATING REVENUES (37100)	2009 ACTUAL	2010 ACTUAL	'11 REVISED BUDGET	2011 PROJECTED	2012 BUDGET
37111- 0000	RESIDENTIAL SALES	0	43,276	169,100	175,000	179,657
37112- 0000	COMMERCIAL SALES	0	12,867	50,900	51,000	52,194
37113- 0000	INDUSTRIAL SALES	0	2,310	8,975	9,200	9,666
37119- 0000	INSTITUTIONAL SALES	0	2,036	8,050	8,000	8,377
37121- 0000	MULTI-FAMILY SALES	0	2,858	12,975	11,600	12,106
	TOTAL UTILITY OPERATING REVENUES	0	63,347	250,000	254,800	262,000
	TOTAL REVENUES BEFORE USE OF RETAINED EARNINGS	0	63,347	250,000	254,800	262,000
	USE OF RETAINED EARNINGS (26000) USE OF UNRESERVED UNDESIGNATED RETAINED EARNINGS (26400)					
26499- 0000	UNRESERVED UNDESIGNATED RETAINED EARNINGS	0	11,793	0	1,200	0
	TOTAL USE OF RETAINED EARNINGS	0	11,793	0	1,200	0
	TOTAL STORM WATER MANAGEMENT FUND CASH SOURCES	0	75,140	250,000	256,000	262,000

ADDITIONAL INFORMATION:

607- 37111-37121 Represents 3.9% increase

	EXPENDITURES (40000) COMMUNITY SERVICE (43100)					
43160	STREET LIGHTING					
	OTHER SERVICES AND CHARGES					
3381	ELECTRIC UTILITIES	0	75,140	250,000	256,000	256,000
	TOTAL OTHER SERVICES AND CHARGES	0	75,140	250,000	256,000	256,000
	TOTAL STREET LIGHTING	0	75,140	250,000	256,000	256,000
	TOTAL EXPENDITURES BEFORE INCREASE IN RETAINED EARNINGS	0	75,140	250,000	256,000	256,000
	INCREASE IN RETAINED EARNINGS (26000) INCREASE IN UNRESERVED UNDESIGNATED RETAINED EARNINGS (26400)					
26499- 0000	UNRESERVED UNDESIGNATED RETAINED EARNINGS	0	0	0	0	6,000
	TOTAL INCREASE IN RETAINED EARNINGS	0	0	0	0	6,000
	TOTAL STORM WATER MANAGEMENT FUND CASH USES	0	75,140	250,000	256,000	262,000

RESOLUTION
SETTING REQUIRED STREET LIGHTING SYSTEM REVENUE
AND SPECIAL SERVICE CHARGE BASE RATE

WHEREAS, City Ordinance Number 1034 provides that the Required Street Lighting System Revenue and resulting Special Service Charge Base Rate shall be adopted by resolution; and

WHEREAS, the annual expenditures by the City of Worthington for the establishment, operation, construction, repair, replacement, maintenance, enlargement and improvement of the Street Lighting System is projected to be \$262,000; and

WHEREAS, no other source of revenue will be applied to fund the Street Lighting System; and

WHEREAS, The City Engineer has calculated that the Special Service Charge Base Rate required to fund the annual expenditures of the Street Lighting System is \$54.24.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON, MINNESOTA:

1. That the Required Street Lighting System Revenue is declared to be \$262,000.
2. That the Special Service Charge Base Rate shall be \$54.24.
3. That said Special Service Charge Base Rate is to be effective with the January 2012 billing period.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of November, 2011.

Mayor

City Clerk

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF WORTHINGTON
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Worthington and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84223 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. Reporting of Total Compensation of the City's Executives.

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
 - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
 - IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
 - V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
 - VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
 - VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
 - VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF WORTHINGTON

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

3. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Worthington to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 99930", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

STATE OF MINNESOTA
CITY OF NOBLES

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of at a duly authorized meeting thereof held on the 14th day of November, 2011, as shown by the minutes of said meeting in my possession.

Clerk

Notary Public _____

My Commission expires _____

(SEAL)

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARNOLD MOTOR SUPPLY	10/14/11	BATTERY	ELECTRIC	O-DISTR UNDERGRND LINE	115.42
	10/14/11	BATTERY CORE RETURN CREDIT	ELECTRIC	O-DISTR UNDERGRND LINE	<u>10.69</u>
				TOTAL:	104.73
BORDER STATES ELECTRIC SUPPLY	10/14/11	LUGS	ELECTRIC	FA DISTR UNDRGRND COND	99.39
	10/14/11	15KV STANDOFF BUSHINGS	ELECTRIC	FA DISTR UNDRGRND COND	1,157.19
	10/14/11	15KV ELBOW CONNECTORS	ELECTRIC	FA DISTR UNDRGRND COND	<u>641.25</u>
			TOTAL:	1,897.83	
C&S CHEMICALS INC	10/14/11	4,236 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,274.22
	10/14/11	4,243 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>5,282.94</u>
				TOTAL:	10,557.16
COOPERATIVE ENERGY CO	10/14/11	UNLEADED GAS	WATER	M-TRANS MAINS	31.60
	10/14/11	UNLEADED GAS	WATER	M-TRANS MAINS	<u>17.73</u>
				TOTAL:	49.33
ECHO GROUP INC	10/14/11	YARD LIGHTING REPAIR WORK	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	853.89
	10/14/11	FUSES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	5.34
	10/14/11	BULBS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>201.80</u>
				TOTAL:	1,061.03
GCC CRMI	10/14/11	CONCRETE FOR REPAIRS	WATER	M-TRANS MAINS	352.69
	10/14/11	LIGHT POLES	ELECTRIC	FA DISTR ST LITE & SIG	<u>267.19</u>
				TOTAL:	619.88
GOPHER STATE ONE CALL INC	10/14/11	MONTHLY LOCATE SERVICE	WATER	O-DISTR MISC	64.60
	10/14/11	MONTHLY LOCATE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	64.60
	10/14/11	MONTHLY LOCATE SERVICE	ELECTRIC	O-DISTR MISC	<u>129.20</u>
				TOTAL:	258.40
GUARANTEED ELECTRIC SERVICE INC	10/14/11	30 DRU INSTALLS	ELECTRIC	FA DISTR METERS	<u>900.00</u>
				TOTAL:	900.00
HAFFIELD DWAYNE	10/14/11	REIMBURSE	GENERAL FUND	ENGINEERING ADMIN	<u>33.30</u>
				TOTAL:	33.30
HARP ERIC	10/14/11	APPRENTICESHIP 10/3-10/8/1	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>100.00</u>
				TOTAL:	100.00
HAWKINS INC	10/14/11	2 TONS CHLORINE	WATER	O-PURIFY	1,356.31
	10/14/11	CHEMICALS	WATER	O-PURIFY	9,098.56
	10/14/11	1 TON CHLORINE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>688.40</u>
				TOTAL:	11,143.27
HD SUPPLY WATERWORKS	10/14/11	ADJUSTING RINGS, SEWER COV	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1,755.84
	10/14/11	ADJUSTING RINGS, SEWER COV	STORM WATER MANAGE	STORM DRAINAGE	<u>257.60</u>
				TOTAL:	2,013.44
HUISMAN MACHINING/FABRICATION	10/14/11	REPAIR 2 PUMPS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>190.00</u>
				TOTAL:	190.00
JERRY'S AUTO SUPPLY	10/14/11	OIL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	35.16
	10/14/11	OIL FILTER-TRASH PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	2.65
	10/14/11	FUSE HOLDER	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	2.28
	10/14/11	HOSE, FITTING	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>32.83</u>

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/14/11	HOSE, FITTING	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	55.00
	10/14/11	FITTINGS, HOSE, BUSHING	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	213.48
	10/14/11	BUSHING, ELBOW, FITTING	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	14.47
	10/14/11	FITTING, HOSE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	41.94
	10/14/11	HOSE, FITTINGS, OIL DRY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	74.39
	10/14/11	HOSE END	ELECTRIC	O-DISTR UNDERGRND LINE	11.75
				TOTAL:	483.95
LAMPERTS YARDS INC-2600013	10/14/11	12' 2X4 MAIN BREAK REPAIRS	WATER	M-TRANS MAINS	4.81
	10/14/11	5- EXPANSION JOINT	WATER	M-TRANS MAINS	15.98
	10/14/11	METER POSTS	ELECTRIC	M-DISTR UNDERGRND LINE	1.00
				TOTAL:	21.79
LAW ENFORCEMENT LABOR SERVICES INC #27	10/14/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	168.00
				TOTAL:	168.00
MATHESON TRI-GAS INC	10/14/11	ACETYLENE RENTAL, OXYGEN	WATER	O-DISTR MISC	35.27
				TOTAL:	35.27
MINNESOTA ENERGY RESOURCES CORP	10/14/11	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	46.03
	10/14/11	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	27.62
	10/14/11	GAS SERVICE	GENERAL FUND	PAVED STREETS	14.57
	10/14/11	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	62.80
	10/14/11	GAS SERVICE	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	20.41
	10/14/11	GAS SERVICE	WATER	O-DISTR MISC	14.57
	10/14/11	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	259.26
	10/14/11	GAS SERVICE	AIRPORT	O-GEN MISC	43.80
	10/14/11	GAS SERVICE	AIRPORT	O-GEN MISC	39.76
				TOTAL:	528.82
MINNESOTA MUNICIPAL UTILITIES ASSOC	10/14/11	SAFETY MANAGEMENT-4TH QTR	WATER	O-DISTR MISC	1,196.80
	10/14/11	SAFETY MANAGEMENT-4TH QTR	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	616.53
	10/14/11	SAFETY MANAGEMENT-4TH QTR	MUNICIPAL WASTEWAT	O-PURIFY MISC	616.53
	10/14/11	SAFETY MANAGEMENT-4TH QTR	ELECTRIC	O-DISTR MISC	1,196.81
	10/14/11	2011 ELECTRIC UTILITY DUES	ELECTRIC	ADMIN MISC	5,692.00
				TOTAL:	9,318.67
MINNESOTA VALLEY TESTING LABS INC	10/14/11	TWO GREASE, OIL TESTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	99.00
				TOTAL:	99.00
MISCELLANEOUS V HENDERSON WILLIAM	10/14/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
JENKINS KENNETH	10/14/11	APPLICANCE REMOVAL PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	35.00
LUNA RAMON	10/14/11	REFUND OF CREDITS-ACCTS FI	WATER	NON-DEPARTMENTAL	57.57
LUNA RAMON	10/14/11	REFUND OF CREDITS-ACCTS FI	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	74.30
LUNA RAMON	10/14/11	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	4.37
LUNA RAMON	10/14/11	REFUND OF CREDITS-ACCTS FI	STORM WATER MANAGE	NON-DEPARTMENTAL	3.53
SCHEIDT GENE	10/14/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
				TOTAL:	274.77
MN CHILD SUPPORT PAYMENT CTR	10/14/11	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	294.46
MWOA/CSWEA LABORATORY COMMITTEE	10/14/11	LABORATORY SCHOOL-ST PETER	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	25.00
				TOTAL:	25.00
NIENKERK CONSTRUCTION INC	10/14/11	SERVICE LEAK EXCAVATION	WATER	O-DIST UNDERGRND LINES	413.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	413.00
OKABENA BAY AREA STRIDERS	10/14/11	JOINT ADVERTISING KTD	ELECTRIC	ACCTS-INFO & INSTR ADV	3,750.00
				TOTAL:	3,750.00
PAPIK MOTORS	10/14/11	DUPLICATE TITLE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	19.00
				TOTAL:	19.00
PITNEY BOWES INC	10/14/11	INSERTER MAINTENANCE AGREE WATER		ACCTS-RECORDS & COLLEC	690.00
	10/14/11	INSERTER MAINTENANCE AGREE MUNICIPAL WASTEWAT		ACCT-RECORDS & COLLECT	690.00
	10/14/11	INSERTER MAINTENANCE AGREE ELECTRIC		ACCTS-RECORDS & COLLEC	1,380.00
				TOTAL:	2,760.00
PROBUILD NORTH LLC	10/14/11	WELL #28 TURBINE	WATER	M-PUMPING	85.76
				TOTAL:	85.76
RADIO SHACK CORP	10/14/11	BATTRY FOR PH METER	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	6.43
				TOTAL:	6.43
ROSKOS TECHNICAL SERVICES INC	10/14/11	CHSS ENGINEERING	ELECTRIC	FA DISTR STATION EQUIP	24,000.00
				TOTAL:	24,000.00
SCHAAP SANITATION INC	10/14/11	MONTHLY GARBAGE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	182.79
				TOTAL:	182.79
SCHWALBACH ACE #6067	10/14/11	ANTI-SEIZE	WATER	O-DIST UNDERGRND LINES	9.61
	10/14/11	ORION MODULE MOUNTING HARD	WATER	O-DISTR METERS	11.73
	10/14/11	SAMPLE TAP	WATER	M-TRANS MAINS	8.54
	10/14/11	TEMP WATER HOSE BIB REPAIR	WATER	M-TRANS MAINS	2.85
	10/14/11	CAULK	ELECTRIC	M-DISTR UNDERGRND LINE	19.17
	10/14/11	CAULK	ELECTRIC	M-DISTR UNDERGRND LINE	19.17
				TOTAL:	71.07
SCHWICKERTS	10/14/11	FIRE STATION ROOF REPAIR	GENERAL FUND	FIRE ADMINISTRATION	6,360.00
				TOTAL:	6,360.00
SHINE BROS CORP OF MN	10/14/11	REBAR	ELECTRIC	M-DISTR UNDERGRND LINE	7.75
	10/14/11	REBAR	ELECTRIC	M-DISTR UNDERGRND LINE	78.98
				TOTAL:	86.73
TEN HAKEN LYLE	10/14/11	CUSTOMER RBBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
				TOTAL:	50.00
UNITED PARCEL SERVICE	10/14/11	INTERNET SHIPPING CHARGES	GENERAL FUND	PERSONNEL & RECRUITMEN	14.86
				TOTAL:	14.86
VANTAGEPOINT TRANSFER AGENTS-457	10/14/11	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	10/14/11	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
VERIZON WIRELESS	10/14/11	WIRELESS PHONE CHARGES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	429.44
	10/14/11	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	44.71
	10/14/11	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	44.71
	10/14/11	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	37.44
	10/14/11	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	12.44
	10/14/11	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	19.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/14/11	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	37.44
	10/14/11	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	46.85
	10/14/11	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	44.71
	10/14/11	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	37.44
	10/14/11	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	63.33
	10/14/11	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	<u>35.30</u>
				TOTAL:	853.52
WALGREENS	10/14/11	BLACK INK, STORAGE BAGS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>23.59</u>
				TOTAL:	23.59
WESCO DISTRIBUTION INC	10/14/11	WORK GLOVES, SAFETY GLASSE	ELECTRIC	O-DISTR MISC	<u>121.36</u>
				TOTAL:	121.36
YMCA	10/14/11	SENIOR CENTER MANAGEMENT	GENERAL FUND	COMMUNITY CENTER	313.23
	10/14/11	SENIOR CENTER MANAGEMENT	GENERAL FUND	COMMUNITY CENTER	<u>425.44</u>
				TOTAL:	738.67

===== FUND TOTALS =====

101	GENERAL FUND	7,831.39
207	PD TASK FORCE	448.44
229	RECREATION	62.80
231	ECONOMIC DEV AUTHORITY	20.41
601	WATER	13,889.30
602	MUNICIPAL WASTEWATER	17,452.25
604	ELECTRIC	39,993.94
606	STORM WATER MANAGEMENT	261.13
612	AIRPORT	83.56
614	MEMORIAL AUDITORIUM	100.00

	GRAND TOTAL:	80,143.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	10/21/11	TONER	GENERAL FUND	SECURITY CENTER	205.07
	10/21/11	TONER	GENERAL FUND	SECURITY CENTER	205.07
				TOTAL:	410.14
AMERICAN ENGINEERING TESTING INC	10/21/11	ENGINEERING TECHNICIAN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	272.50
				TOTAL:	272.50
AMERICAN WATER ENTERPRISES ENVMENTAL M	10/21/11	CONTRACT OPERATIONS WWTF O	INDUSTRIAL WASTEWA	O-PURIFY MISC	117,689.32
				TOTAL:	117,689.32
AMERICAN WATER WORKS ASSOC	10/21/11	2012 AWWA ANNUAL DUES	WATER	NON-DEPARTMENTAL	310.00
				TOTAL:	310.00
APPEL TROY	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	22.00
	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	20.00
	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	11.00
				TOTAL:	53.00
ARCTIC ICE INC	10/21/11	ICE	LIQUOR	NON-DEPARTMENTAL	56.70
	10/21/11	ICE	LIQUOR	NON-DEPARTMENTAL	80.25
	10/21/11	ICE	LIQUOR	NON-DEPARTMENTAL	126.75
				TOTAL:	263.70
BEDFORD TECHNOLOGY	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	74.50
				TOTAL:	74.50
BELLBOY CORP	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,127.00
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,272.00
				TOTAL:	2,399.00
BEVERAGE WHOLESALERS INC	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	3,532.45
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	4,638.60
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	8,706.59
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	4,867.83
	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	128.00
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	2,160.00
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,080.00
				TOTAL:	25,113.47
BOND TRUST SERVICES CORP REF:32697	10/21/11	REF:37300-PA PAYING AGENT	ELECTRIC	REV REF BOND-SERIES201	450.00
				TOTAL:	450.00
BTU INC	10/21/11	FALL FURNACE INSPECTION	GENERAL FUND	GENERAL GOVT BUILDINGS	305.16
				TOTAL:	305.16
BURNS LOCK & KEY	10/21/11	MASTER PAD LOCKS-LIGHTS	RECREATION	PARK AREAS	21.38
				TOTAL:	21.38
CARPET PLUS OF WORTHINGTON INC	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,020.00
				TOTAL:	1,020.00
CHAMBER OF COMMERCE	10/21/11	LODGING TAX-AUGUST	TOURISM PROMOTION	LODGING TAX/TOURISM	19,968.10
				TOTAL:	19,968.10
COCA-COLA ENTERPRISES-MIDWEST DIVISION	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	271.80
				TOTAL:	271.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COMMUNITY CREATIONS INCORPORATED	10/21/11	HOMETOWN MONTAGE-FIRE DEPT	GENERAL FUND	FIRE ADMINISTRATION	395.00
				TOTAL:	395.00
CONCRETE MATERIALS	10/21/11	SOLID BLOCKS-SERVICE SUPPO	WATER	M-TRANS MAINS	12.89
				TOTAL:	12.89
COOPERATIVE ENERGY CO	10/21/11	DIESEL	RECREATION	GOLF COURSE-GREEN	200.24
	10/21/11	KEROSENE, CYCLE OIL	WATER	O-PUMPING	24.80
	10/21/11	FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	9.47
				TOTAL:	234.51
CULLIGAN WATER COND CO	10/21/11	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	54.00
	10/21/11	MONTHLY SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	48.00
	10/21/11	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	11.00
	10/21/11	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	10/21/11	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	10/21/11	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	18.00
	10/21/11	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	12.00
	10/21/11	SALT	LIQUOR	O-GEN MISC	15.75
				TOTAL:	181.75
DAILY GLOBE	10/21/11	POLICE OFFICER AD 8/17-8/2	GENERAL FUND	POLICE ADMINISTRATION	78.02
				TOTAL:	78.02
DAVIS TYPEWRITER CO INC	10/21/11	PERMANENT MARKER	GENERAL FUND	CLERK'S OFFICE	1.97
	10/21/11	MINUTE BOOK	GENERAL FUND	CLERK'S OFFICE	171.83
	10/21/11	ERASERS	GENERAL FUND	ENGINEERING ADMIN	1.93
	10/21/11	POST CARDS	GENERAL FUND	ECONOMIC DEVELOPMENT	23.73
	10/21/11	PAPER	WATER	ADMIN OFFICE SUPPLIES	24.80
	10/21/11	HIGHLIGHTERS AND PENCILS	WATER	ACCTS-RECORDS & COLLEC	12.30
	10/21/11	PAPER	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	24.80
	10/21/11	HIGHLIGHTERS AND PENCILS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	12.30
	10/21/11	TONER CARTRIDGES	ELECTRIC	O-DISTR SUPER & ENG	196.14
	10/21/11	PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	49.60
	10/21/11	HIGHLIGHTERS AND PENCILS	ELECTRIC	ACCTS-RECORDS & COLLEC	24.61
	10/21/11	BINDER CLIPS, INDEX TABS	DATA PROCESSING	DATA PROCESSING	9.95
	10/21/11	TONER	DATA PROCESSING	DATA PROCESSING	115.69
				TOTAL:	669.65
DEPARTMENT OF ENERGY	10/21/11	ANNUAL O & M OF REVENUE ME	ELECTRIC	M-DISTR STATION EQUIPM	500.00
				TOTAL:	500.00
DEPARTMENT OF LABOR AND INDUSTRY	10/21/11	SEPT 2011 QTRLY BLDG PERMI	GENERAL FUND	NON-DEPARTMENTAL	1,203.72
				TOTAL:	1,203.72
DR PEPPER SNAPPLE GROUP	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	37.75
				TOTAL:	37.75
ECHO GROUP INC	10/21/11	RESTROOM BULBS	RECREATION	PARK AREAS	2.05
				TOTAL:	2.05
ECOLAB PEST ELIMINATION	10/21/11	PEST CONTROL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	106.88
				TOTAL:	106.88
ECOLAB WATER CARE SERVICES	10/21/11	2500# PHOSPHATE	WATER	O-PURIFY	4,725.00
				TOTAL:	4,725.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ECUMENT THE MEADOWS	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	180.00
				TOTAL:	180.00
ELSING SHAWN	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	41.64
	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	22.00
				TOTAL:	63.64
EVERGREEN LAND SERVICES	10/21/11	ACQUISITION AGENT	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	2,893.20
				TOTAL:	2,893.20
EVERSTRONG CONSTRUCTION INC	10/21/11	AIRPORT FUELING SYSTEM	AIRPORT	NON-DEPARTMENTAL	755.51-
	10/21/11	AIRPORT FUELING SYSTEM	AIRPORT	PROJECT #3	15,110.25
				TOTAL:	14,354.74
EXTREME BEVERAGE LLC	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	166.50
				TOTAL:	166.50
FASTENAL COMPANY	10/21/11	DRILL BIT	WATER	O-DIST UNDERGRND LINES	5.82
	10/21/11	DRILL BIT	WATER	O-DISTR MISC	25.78
				TOTAL:	31.60
FERGUSON ENTERPRISES INC #226	10/21/11	PIPE FITTINGS	GENERAL FUND	LAKE IMPROVEMENT	45.23
				TOTAL:	45.23
FERGUSON WATERWORKS INC	10/21/11	DISTRIBUTION MAIN REPAIR S	WATER	M-TRANS MAINS	93.49
	10/21/11	DISTRIBUTION MAIN REPAIR S	WATER	M-TRANS MAINS	84.51
	10/21/11	DISTRIBUTION MAIN REPAIR S	WATER	M-TRANS MAINS	437.36
				TOTAL:	615.36
FLAHERTY & HOOD PA	10/21/11	LABOR & EMPLOYMENT CONSULA	WATER	PROFESSIONAL SERVICES	176.08
				TOTAL:	176.08
FLEXIBLE PIPE TOOL CO	10/21/11	REPAIR WORK	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	253.30
	10/21/11	REPAIR WORK	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	112.50
	10/21/11	REPAIR WORK	STORM WATER MANAGE	STORM DRAINAGE	253.29
	10/21/11	REPAIR WORK	STORM WATER MANAGE	STORM DRAINAGE	112.50
				TOTAL:	731.59
FRONTIER COMMUNICATIONS	10/21/11	ICAC REIMBURSED INTERNET I	GENERAL FUND	POLICE ADMINISTRATION	95.07
				TOTAL:	95.07
GALLS INC	10/21/11	RESERVE UNIFORM BELTS	GENERAL FUND	POLICE ADMINISTRATION	247.34
				TOTAL:	247.34
GARYS ELECTRIC	10/21/11	INSTALL 42 DRU'S	ELECTRIC	FA DISTR METERS	4,743.19
				TOTAL:	4,743.19
GCC CRMI	10/21/11	REPAIRS	GENERAL FUND	PAVED STREETS	75.62
	10/21/11	REPAIRS	GENERAL FUND	LAKE IMPROVEMENT	125.78
	10/21/11	CONCRETE FOR REPAIRS	WATER	M-TRANS MAINS	1,068.75
	10/21/11	EXPANSION JOINT	WATER	M-TRANS MAINS	45.69
	10/21/11	CONCRETE REPAIRS	WATER	M-TRANS MAINS	395.44
	10/21/11	RIVER GRAVEL-HYDRANT DRAIN	WATER	M-TRANS HYDRANTS	64.34
	10/21/11	REPAIRS	STORM WATER MANAGE	STORM DRAINAGE	101.06
				TOTAL:	1,876.68

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GRIMMIUS NATHAN	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	77.00
				TOTAL:	77.00
HAGEN BEVERAGE DISTRIBUTING INC	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	799.10
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	3,021.05
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	20,124.00
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,331.50
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	44.50
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	657.40
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,241.20
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	184.25
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	4,121.80
				TOTAL:	31,524.80
HOFFMAN DAVID	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	78.35
				TOTAL:	78.35
HY-VEE INC-61705	10/21/11	DARE SUPPLIES	GENERAL FUND	DARE	22.96
	10/21/11	CREDIT MIX	LIQUOR	NON-DEPARTMENTAL	11.85
				TOTAL:	11.11
IDE@S	10/21/11	DATA TRAVELER	LIQUOR	O-GEN MISC	57.65
				TOTAL:	57.65
INTEGRITY AVIATION INC	10/21/11	FBO MANAGEMENT FEE SEPT 20 AIRPORT		O-GEN MISC	1,995.00
				TOTAL:	1,995.00
J & K WINDOWS	10/21/11	WINDOW CLEANING	LIQUOR	O-GEN MISC	30.00
				TOTAL:	30.00
JAYCOX IMPLEMENT INC	10/21/11	PARTS	GENERAL FUND	PAVED STREETS	548.91
	10/21/11	PARTS	GENERAL FUND	PAVED STREETS	55.15
	10/21/11	PARTS	RECREATION	PARK AREAS	262.42
				TOTAL:	866.48
JEPPESEN GRAVEL	10/21/11	BLACK DIRT	RECREATION	PARK AREAS	481.91
	10/21/11	BLACK DIRT	RECREATION	TREE REMOVAL	601.80
				TOTAL:	1,083.71
JERRY'S AUTO SUPPLY	10/21/11	BATTERY FOR LASER LEVEL	GENERAL FUND	PAVED STREETS	11.73
	10/21/11	DRILL BIT, TAPS	GENERAL FUND	PAVED STREETS	7.04
	10/21/11	BATTERY	GENERAL FUND	PAVED STREETS	91.37
	10/21/11	AIR FILTER	GENERAL FUND	PAVED STREETS	42.68
				TOTAL:	152.82
JOHNSON BROTHERS LIQUOR CO	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	752.00
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	176.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,373.64
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,135.09
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,200.25
	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	23.00
	10/21/11	BEER	LIQUOR	NON-DEPARTMENTAL	125.94
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,411.12
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	791.90
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,334.44
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	2,855.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/21/11	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	73.00-
	10/21/11	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	<u>107.09-</u>
				TOTAL:	22,998.79
JP COOKE CO	10/21/11	ANIMAL LICENSE TAGS	GENERAL FUND	POLICE ADMINISTRATION	<u>116.55</u>
				TOTAL:	116.55
KARLS CARQUEST AUTO PARTS INC	10/21/11	PARTS	GENERAL FUND	POLICE ADMINISTRATION	281.49
	10/21/11	PARTS	GENERAL FUND	POLICE ADMINISTRATION	225.55
	10/21/11	OIL	GENERAL FUND	POLICE ADMINISTRATION	228.93
	10/21/11	PARTS	GENERAL FUND	POLICE ADMINISTRATION	152.55
	10/21/11	PARTS	GENERAL FUND	POLICE ADMINISTRATION	<u>53.44</u>
				TOTAL:	941.96
KITN	10/21/11	LABOR DAY ADS	LIQUOR	O-GEN MISC	150.00
	10/21/11	TURKEY DAY ADS	LIQUOR	O-GEN MISC	<u>125.00</u>
				TOTAL:	275.00
KUSQ RADIO	10/21/11	SEPT ADS	LIQUOR	O-GEN MISC	<u>130.00</u>
				TOTAL:	130.00
KWOA FM	10/21/11	LABOR DAY ADS	LIQUOR	O-GEN MISC	150.00
	10/21/11	TURKEY DAY ADS	LIQUOR	O-GEN MISC	<u>125.00</u>
				TOTAL:	275.00
LANDSCAPE GARDEN CENTERS	10/21/11	MULCH	RECREATION	PARK AREAS	200.00
	10/21/11	MULCH	RECREATION	PARK AREAS	<u>80.00</u>
				TOTAL:	280.00
LIEPOLD RANDY	10/21/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>19.00</u>
				TOTAL:	19.00
LORI'S COUNTRY GARDENS	10/21/11	EHLERS RAIN GARDEN	RECREATION	PARK AREAS	<u>159.52</u>
				TOTAL:	159.52
MALTERS SHEPHERD & VON HOLTUM	10/21/11	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	799.84
	10/21/11	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	127.09
	10/21/11	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	201.83
	10/21/11	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	37.38
	10/21/11	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	463.46
	10/21/11	LEGAL FEES	GENERAL FUND	CODE ENFORCEMENT	74.75
	10/21/11	LEGAL FEES	WATER	PROFESSIONAL SERVICES	<u>37.38</u>
				TOTAL:	1,741.73
MARCO	10/21/11	MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	27.96
	10/21/11	MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	27.96
	10/21/11	MONTHLY SERVICE	DATA PROCESSING	COPIER/FAX	<u>119.08</u>
				TOTAL:	175.00
MARKS TOWING & REPAIR OF WORTHINGTON I	10/21/11	TOW	GENERAL FUND	POLICE ADMINISTRATION	<u>58.78</u>
				TOTAL:	58.78
MEAD & HUNT INC	10/21/11	PROFESSIONAL SERVICES	AIRPORT	O-GEN MISC	407.07
	10/21/11	PROFESSIONAL SERVICES	AIRPORT	PROJECT #7	<u>625.90</u>
				TOTAL:	1,032.97

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MIDWEST BOILER REPAIR INC	10/21/11	SEAL KITS-BOILER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	277.88
				TOTAL:	277.88
MINNESOTA DEPT OF COMMERCE	10/21/11	UNCLAIMED PROPERTY-7/1/09-	ELECTRIC	NON-DEPARTMENTAL	1,265.51
				TOTAL:	1,265.51
MINNESOTA ELEVATOR INC	10/21/11	OCTOBER SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	172.01
				TOTAL:	172.01
MINNESOTA ENERGY RESOURCES CORP	10/21/11	GAS SERVICE	GENERAL FUND	PAVED STREETS	20.54
	10/21/11	GAS SERVICE	GENERAL FUND	PAVED STREETS	5.10
	10/21/11	GAS SERVICE	RECREATION	PARK AREAS	14.57
	10/21/11	GAS SERVICE	RECREATION	PARK AREAS	14.57
	10/21/11	GAS SERVICE	WATER	O-DISTR MISC	20.54
	10/21/11	GAS SERVICE	WATER	O-DISTR MISC	2.45
	10/21/11	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	6.84
	10/21/11	GAS SERVICE	ELECTRIC	O-DISTR MISC	20.54
	10/21/11	GAS SERVICE	ELECTRIC	O-DISTR MISC	2.65
	10/21/11	GAS SERVICE	LIQUOR	O-GEN MISC	10.21
	10/21/11	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	714.00
				TOTAL:	832.01
MINNESOTA UI FUND	10/21/11	3RD QTR UNEMPLOYMENT	RECREATION	GOLF COURSE-CLUBHOUSE	39.03
				TOTAL:	39.03
MINNESOTA VALLEY TESTING LABS INC	10/21/11	SALTY DISCHARGE TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	161.19
				TOTAL:	161.19
MISCELLANEOUS V ELSING SHAWN	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
ELSING SHAWN	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
ENNENGA LEROY	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
FERGUSON MYRIL	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	150.00
KNESS DARLENE	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
MARSH BERNARD	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
SANDHURST JOHN	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
TAARUD BETTY	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
VONGSANA SOMVANG	10/21/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
				TOTAL:	1,175.00
MORRIS ELECTRONICS INC	10/21/11	DISPATCH PORT	GENERAL FUND	SECURITY CENTER	36.86
	10/21/11	DISPATCH PORT	GENERAL FUND	SECURITY CENTER	36.87
				TOTAL:	73.73
NEW CASTLE TOWN HOMES	10/21/11	HEATING & COOLING SPECIALT	ELECTRIC	CUSTOMER INSTALL EXPEN	3,500.00
	10/21/11	HEATING & COOLING SPECIALT	ELECTRIC	CUSTOMER INSTALL EXPEN	2,250.00
				TOTAL:	5,750.00
NIENKERK CONSTRUCTION INC	10/21/11	RESTROOMS	RECREATION	GOLF COURSE-CLUBHOUSE	1,085.31
	10/21/11	PARK RESTROOMS	RECREATION	PARK AREAS	386.88
	10/21/11	PUMPED GREASE	MUNICIPAL WASTEWAT	O-PURIFY MISC	100.00
	10/21/11	HWY 60 PROJECT	ELECTRIC	FA DISTR UNDRGRND COND	2,327.50
				TOTAL:	3,899.69
NOBLES COUNTY	10/21/11	CUSTOMER-OWNED GENERATOR	ELECTRIC	NON-DEPARTMENTAL	3,237.69
				TOTAL:	3,237.69

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
NOBLES COUNTY ATTORNEY	10/21/11	ALLISON DWI FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	21.80	
	10/21/11	WAKO DWI FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	64.80	
	10/21/11	PEREZ DWI FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	63.00	
	10/21/11	RAMIREZ-MERCADO DWI FORFEI	GENERAL FUND	POLICE ADMINISTRATION	225.00	
				TOTAL:	374.60	
NOBLES COUNTY AUDITOR/TREASURER	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	1,213.98	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	4,536.51	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	6,218.74	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	8,359.69	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	595.10	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	660.44	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	14.45	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	1,126.48	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	10,016.21	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	48.38	
	10/21/11	3RD QTR SECURITY BUILDING	GENERAL FUND	SECURITY CENTER	96.77	
	10/21/11	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	143.61	
	10/21/11	LEASE PAYMENT UTILITIES	WATER	ADMIN RENT	287.21	
	10/21/11	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	114.89	
	10/21/11	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	ADMIN RENT	229.77	
	10/21/11	LEASE PAYMENT UTILITIES	ELECTRIC	O-DISTR RENTS	689.32	
	10/21/11	LEASE PAYMENT UTILITIES	ELECTRIC	ADMIN RENT	1,407.35	
					TOTAL:	35,758.90
	NOBLES COUNTY HIGHWAY DEPT	10/21/11	SEPT FUEL	GENERAL FUND	ENGINEERING ADMIN	414.47
		10/21/11	SEPT FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	116.51
		10/21/11	SEPT FUEL	GENERAL FUND	POLICE ADMINISTRATION	5,867.61
		10/21/11	SEPT FUEL	GENERAL FUND	REGULATE LAWFUL GAMBLE	4.22
		10/21/11	SEPT FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	189.93
		10/21/11	SEPT FUEL	GENERAL FUND	PAVED STREETS	2,291.25
10/21/11		SEPT FUEL	GENERAL FUND	CODE ENFORCEMENT	168.43	
10/21/11		SEPT FUEL	RECREATION	GOLF COURSE-GREEN	932.97	
10/21/11		SEPT FUEL	RECREATION	PARK AREAS	1,459.99	
10/21/11		SEPT FUEL	WATER	O-PUMPING	365.32	
10/21/11		SEPT FUEL	WATER	M-TRANS MAINS	827.21	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	491.71	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	67.16	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	83.30	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	232.26	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	304.38	
10/21/11		SEPT FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	113.74	
10/21/11		SEPT FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	1,989.86	
10/21/11		SEPT FUEL	STORM WATER MANAGE	STORM DRAINAGE	167.75	
10/21/11		SEPT FUEL	STORM WATER MANAGE	STREET CLEANING	971.52	
10/21/11		SEPT FUEL	AIRPORT	O-GEN MISC	81.27	
					TOTAL:	17,140.86
NOBLES COUNTY SHERIFF		10/21/11	SALE OF 99 ASTROVAN	GENERAL FUND	NON-DEPARTMENTAL	300.00
					TOTAL:	300.00
OFFICE SYSTEMS CO	10/21/11	QUARTERLY SERVICE	GENERAL FUND	SECURITY CENTER	49.35	
	10/21/11	QUARTERLY SERVICE	GENERAL FUND	SECURITY CENTER	49.35	
				TOTAL:	98.70	
OLSEN DEB	10/21/11	REIMBURSE	GENERAL FUND	ACCOUNTING	296.83	

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	296.83
PAINTED PRAIRIE VINEYARD	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	108.00
				TOTAL:	108.00
PAUSTIS & SONS	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,246.99
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	742.00
				TOTAL:	1,988.99
PAVELKO MIKE	10/21/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	8.82
				TOTAL:	8.82
PEER ENGINEERING INC	10/21/11	PROFESSIONAL SERVICES	IMPROVEMENT CONST	ADI DEVELOPMENT	215.50
				TOTAL:	215.50
PELLEGRINO FIRE EXTINGUISHER SALES	10/21/11	DRY CHEMICAL FIRE EXTINGUI	EVENT CENTER/AUDIT	MEMORIAL AUDITORIUM	78.88
				TOTAL:	78.88
PEPSI COLA BOTTLING CO	10/21/11	FUNDRAISER CREDIT	GENERAL FUND	FIRE ADMINISTRATION	90.00
	10/21/11	FUNDRAISER	GENERAL FUND	FIRE ADMINISTRATION	242.00
	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	134.85
	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	232.15
	10/21/11	MIX	LIQUOR	NON-DEPARTMENTAL	114.85
				TOTAL:	633.85
SCOTT PETERSEN	10/21/11	TRASH BAGS, TOWELS	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	60.42
	10/21/11	DAMP MOP CLEANER	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	8.25
				TOTAL:	68.67
PHILLIPS WINE & SPIRITS INC	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	948.83
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	386.50
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	805.80
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	336.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	634.99
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	417.65
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,008.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,622.22
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	706.55
				TOTAL:	16,866.54
PITNEY BOWES INC	10/21/11	QUARTERLY MAILING SYSTEM	WATER	ACCTS-RECORDS & COLLEC	370.73
	10/21/11	QUARTERLY MAILING SYSTEM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	370.72
	10/21/11	QUARTERLY MAILING SYSTEM	ELECTRIC	ACCTS-RECORDS & COLLEC	741.45
				TOTAL:	1,482.90
PRAIRIE JUSTICE CENTER	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	30.50
				TOTAL:	30.50
PRAIRIE LAND TREES INC	10/21/11	TREES	MEMORIAL AUDITORIU	FA MISC	331.32
				TOTAL:	331.32
PRO STEAM CLEANING INC	10/21/11	CARPET CLEANING	MUNICIPAL BUILDING	OTHER GEN GOVT MISC	1,232.18
	10/21/11	CARPET CLEANING	LIQUOR	O-GEN MISC	1,581.75
				TOTAL:	2,813.93
PROBUILD NORTH LLC	10/21/11	SPRINGS	RECREATION	PARK AREAS	123.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	123.95
QUALITY REFRIGERATION	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,002.00
				TOTAL:	1,002.00
QUALITY WINE & SPIRITS	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,098.47
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	360.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,611.30
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,546.48
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,154.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,953.86
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	88.00
				TOTAL:	13,812.11
REITMEIER MASONRY LLC	10/21/11	BRICK REPLACEMENT	GENERAL FUND	FIRE ADMINISTRATION	3,000.00
				TOTAL:	3,000.00
RUNNINGS SUPPLY INC-ACCT#9502485	10/21/11	COMPOST	RECREATION	PARK AREAS	97.84
	10/21/11	ANTIFREEZE, GLASS CLEANER	RECREATION	PARK AREAS	55.63
	10/21/11	DRILL BITS	RECREATION	PARK AREAS	28.77
	10/21/11	DRILL SCREW	RECREATION	PARK AREAS	5.66
	10/21/11	SPRAY PAINT	RECREATION	PARK AREAS	40.96
				TOTAL:	228.86
S & K TRUCK LINE INC	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	263.75
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	438.75
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	230.00
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	156.25
				TOTAL:	1,088.75
SANFORD HEALTH	10/21/11	EMPLOYEE PHYSICALS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	261.25
				TOTAL:	261.25
SANFORD REGIONAL HOSPITAL WORTHINGTON	10/21/11	CUSTOMER OWNED GENERATOR	ELECTRIC	NON-DEPARTMENTAL	6,181.32
	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	180.00
	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	2,215.20
	10/21/11	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	360.00
				TOTAL:	8,936.52
MICHAEL A SCHWALBACH	10/21/11	SENIOR CENTER RENT	COMMUNITY CTR/GRAN	COMMUNITY CENTER	570.00
				TOTAL:	570.00
SECURE BENEFITS SYSTEMS CORP	10/21/11	RE-ENROLLMENT FEES	GENERAL FUND	OTHER GEN GOVT MISC	324.00
				TOTAL:	324.00
SHINE BROS CORP OF MN	10/21/11	LIGHT POLES-CENT COURTS	RECREATION	PARK AREAS	10.56
				TOTAL:	10.56
SHORT ELLIOTT HENDRICKSON INC	10/21/11	PROFESSIONAL FEES	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	3,192.05
	10/21/11	PROFESSIONAL SERVICES	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	146.84
	10/21/11	PROFESSIONAL SERVICES	STORM WATER MANAGE	STORM DRAINAGE	277.02
				TOTAL:	3,615.91
SOUTHERN WINE & SPIRITS OF MINNESOTA	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	412.00
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	269.75
	10/21/11	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	69.15-

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,145.26
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	14.40
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	20.00
	10/21/11	FREIGHT	LIQUOR	O-SOURCE MISC	28.53
				TOTAL:	2,820.79
SOUTHWEST REGIONAL DEVELOPMENT COMM	10/21/11	ADMIN SERVICES JUNE-SEPT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	3,665.49
				TOTAL:	3,665.49
SOUTHWESTERN MENTAL HEALTH CENTER INC	10/21/11	EMPLOYEE ASSISTANCE	GENERAL FUND	OTHER GEN GOVT MISC	37.36
	10/21/11	EMPLOYEE ASSISTANCE	RECREATION	GOLF COURSE-GREEN	0.75
	10/21/11	EMPLOYEE ASSISTANCE	RECREATION	PARK AREAS	2.99
	10/21/11	EMPLOYEE ASSISTANCE	WATER	EMPLOYEE PENS & BENEFI	4.48
	10/21/11	EMPLOYEE ASSISTANCE	MUNICIPAL WASTEWAT	O-PURIFY MISC	5.98
	10/21/11	EMPLOYEE ASSISTANCE	ELECTRIC	EMPLOYEE PENS & BENEFI	8.97
	10/21/11	EMPLOYEE ASSISTANCE	LIQUOR	O-GEN MISC	2.99
	10/21/11	EMPLOYEE ASSISTANCE	DATA PROCESSING	DATA PROCESSING	1.48
				TOTAL:	65.00
STEFFL THOMAS	10/21/11	REIMBURSE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	8.82
				TOTAL:	8.82
SUNKOTA CONSTRUCTION	10/21/11	BUILDING PERMIT	GENERAL FUND	FIRE ADMINISTRATION	15,689.94
				TOTAL:	15,689.94
TOTAL REGISTER SYSTEMS	10/21/11	NEW CASH REGISTERS & SOFTW	LIQUOR	O-GEN MISC	10,815.75
				TOTAL:	10,815.75
TRAFFIC MARKING SERVICE INC	10/21/11	STREET MARKING	GENERAL FUND	SIGNS AND SIGNALS	265.00
				TOTAL:	265.00
UNIVERSAL PUBLICATIONS	10/21/11	GUEST DIRECTORIES	LIQUOR	O-GEN MISC	185.00
				TOTAL:	185.00
VERIZON WIRELESS	10/21/11	WIRELESS DATE LINES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	52.04
				TOTAL:	52.04
VESSCO INC	10/21/11	CHLORINE SYSTEM PARTS	WATER	M-PURIFY EQUIPMENT	133.21
				TOTAL:	133.21
VETERINARY MEDICAL CTR PA	10/21/11	PYOBEN SHAMPOO	GENERAL FUND	POLICE ADMINISTRATION	17.29
				TOTAL:	17.29
WAL MART BUSINESS	10/21/11	POWER SUPPLY	ELECTRIC	O-DISTR SUPER & ENG	47.18
				TOTAL:	47.18
MONTE WALKER	10/21/11	DRU INSTALL	ELECTRIC	FA DISTR METERS	86.34
	10/21/11	DRU INSTALL	ELECTRIC	FA DISTR METERS	82.00
				TOTAL:	168.34
WEST GOVERNMENT SERVICES	10/21/11	SEPT 2011 CLEAR	GENERAL FUND	SECURITY CENTER	63.42
	10/21/11	SEPT 2011 CLEAR	GENERAL FUND	SECURITY CENTER	63.42
				TOTAL:	126.84
WINE MERCHANTS	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	310.50
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	354.94

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	665.44
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,084.80
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,532.33
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,089.17
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,228.23
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	311.85
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,003.50
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,369.03
	10/21/11	WINE	LIQUOR	NON-DEPARTMENTAL	211.85
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	472.08
	10/21/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	18.79-
				TOTAL:	23,284.05
WORTHINGTON ELECTRIC INC	10/21/11	FAILED SERVICE	ELECTRIC	M-DISTR UNDERGRND LINE	88.00
	10/21/11	DRU INSTALL	ELECTRIC	FA DISTR METERS	78.51
				TOTAL:	166.51
WORTHINGTON EXCAVATING INC	10/21/11	EHLERS PARK BOAT RAMP IMPR RECREATION		NON-DEPARTMENTAL	1,776.89-
	10/21/11	EHLERS PARK BOAT RAMP IMPR RECREATION		PARK AREAS	35,537.70
	10/21/11	SILT FENCE INSTALLED	RECREATION	PARK AREAS	412.50
				TOTAL:	34,173.31
WORTHINGTON FOOTWEAR	10/21/11	STEEL TOE BOOTS	WATER	O-DISTR MISC	166.40
				TOTAL:	166.40
YMCA	10/21/11	2011 CONTRACT PAYMENT	RECREATION	RECREATION PROGRAMS	3,431.66
				TOTAL:	3,431.66
ZEP SALES & SERVICE	10/21/11	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	375.87
				TOTAL:	375.87

===== FUND TOTALS =====

101	GENERAL FUND	70,140.04
202	COMMUNITY CTR/GRANTS	570.00
207	PD TASK FORCE	52.04
229	RECREATION	43,914.72
231	ECONOMIC DEV AUTHORITY	7,130.04
401	IMPROVEMENT CONST	3,255.54
409	MUNICIPAL BUILDING	1,232.18
432	EVENT CENTER/AUDITORIUM	78.88
601	WATER	9,865.59
602	MUNICIPAL WASTEWATER	2,998.36
604	ELECTRIC	36,620.27
605	INDUSTRIAL WASTEWATER	117,689.32
606	STORM WATER MANAGEMENT	1,883.14
609	LIQUOR	157,259.58
612	AIRPORT	17,463.98
614	MEMORIAL AUDITORIUM	1,220.87
702	DATA PROCESSING	246.20
703	SAFETY PROMO/LOSS CTRL	261.25
882	TOURISM PROMOTION	19,968.10

 GRAND TOTAL: 491,850.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	10/28/11	MONTHLY SERVICE	DATA PROCESSING	COPIER/FAX	121.43
				TOTAL:	121.43
ARNOLD MOTOR SUPPLY	10/28/11	ANTI-FREEZE	RECREATION	GOLF COURSE-GREEN	16.63
	10/28/11	CARB CLEANER	RECREATION	GOLF COURSE-GREEN	3.73
				TOTAL:	20.36
ASSET RESOURCES INC	10/28/11	ACCOUNT COLLECTION FEE	ELECTRIC	ACCTS-UNCOLLECTIBLE	15.89
				TOTAL:	15.89
BELLBOY CORP	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	740.00
				TOTAL:	740.00
BEVERAGE WHOLESALERS INC	10/28/11	BEER	LIQUOR	NON-DEPARTMENTAL	2,174.00
	10/28/11	BEER	LIQUOR	NON-DEPARTMENTAL	7,315.72
	10/28/11	MIX	LIQUOR	NON-DEPARTMENTAL	31.00
				TOTAL:	9,520.72
BITRONICS LLC	10/28/11	CHSS METERS	ELECTRIC	FA DISTR STATION EQUIP	2,344.72
				TOTAL:	2,344.72
BORDER STATES ELECTRIC SUPPLY	10/28/11	GREEN MARKING PAINT	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	72.28
	10/28/11	GREEN MARKING PAINT	STORM WATER MANAGE	STORM DRAINAGE	72.27
				TOTAL:	144.55
BRAD SIEVE ELECTRIC	10/28/11	REPLACE RECEPS	EVENT CENTER/AUDIT	MEMORIAL AUDITORIUM	542.48
				TOTAL:	542.48
C&S CHEMICALS INC	10/28/11	4,245 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,285.43
	10/28/11	4,236 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,274.22
	10/28/11	4,222 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,256.79
				TOTAL:	15,816.44
CLARK CRAIG	10/28/11	REIMBURSE	GENERAL FUND	ADMINISTRATION	733.59
				TOTAL:	733.59
CUMISKEY MICHAEL	10/28/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	11.00
				TOTAL:	11.00
DACOTAH PAPER CO	10/28/11	BAGS	LIQUOR	O-GEN MISC	176.69
				TOTAL:	176.69
DAVIS TYPEWRITER CO INC	10/28/11	ENVELOPES	GENERAL FUND	PAVED STREETS	10.78
	10/28/11	PAPER CLIPS & TONER CARTRI	WATER	ACCTS-RECORDS & COLLEC	237.32
	10/28/11	PAPER CLIPS & TONER CARTRI	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	237.32
	10/28/11	PAPER CLIPS & TONER CARTRI	ELECTRIC	ACCTS-RECORDS & COLLEC	474.65
				TOTAL:	960.07
DEWILD GRANT RECKERT AND ASSOC	10/28/11	PROFESSIONAL SERVICES	ELECTRIC	FA DISTR POLES TOWERS	2,366.40
	10/28/11	PROFESSIONAL SERVICES	ELECTRIC	FA DISTR POLES TOWERS	640.00
				TOTAL:	3,006.40
DIAMOND VOGEL PAINT	10/28/11	COVERALLS	GENERAL FUND	PAVED STREETS	55.79
				TOTAL:	55.79
DONOHUE & ASSOCIATES INC	10/28/11	DECHLORINATION FACILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,885.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	5,885.00
DR PEPPER SNAPPLE GROUP	10/28/11	MIX	LIQUOR	NON-DEPARTMENTAL	103.83
				TOTAL:	103.83
DUIZSMAN GLEN	10/28/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY MISC	282.35
				TOTAL:	282.35
ECHO GROUP INC	10/28/11	CITY HALL BULBS	GENERAL FUND	GENERAL GOVT BUILDINGS	67.60
	10/28/11	LIGHT BULBS FOR FILTER PLA	WATER	M-PURIFY STRUCTURES	157.36
	10/28/11	AIRPORT SUPPLIES	AIRPORT	O-GEN MISC	67.55
				TOTAL:	292.51
FASTENAL COMPANY	10/28/11	TAPE FOR SPRINKLER HEAD MA	RECREATION	GOLF COURSE-GREEN	155.61
	10/28/11	CREDIT FOR RETURN	RECREATION	GOLF COURSE-GREEN	77.81
				TOTAL:	77.80
FEDEX	10/28/11	RETURN TAZER	GENERAL FUND	POLICE ADMINISTRATION	7.32
				TOTAL:	7.32
FERGUSON ENTERPRISES INC #226	10/28/11	SERVICE LINE REPAIR SUPPLI	WATER	O-DIST UNDERGRND LINES	19.19
	10/28/11	SERVICE LINE TOOLS	WATER	O-DIST UNDERGRND LINES	208.47
				TOTAL:	227.66
FRONTIER COMMUNICATIONS	10/28/11	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	60.71
	10/28/11	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	339.99
	10/28/11	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	174.74
	10/28/11	PHONE SERVICE	GENERAL FUND	ACCOUNTING	64.07
	10/28/11	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	236.27
	10/28/11	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	126.34
	10/28/11	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	23.42
	10/28/11	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	126.36
	10/28/11	PHONE SERVICE	GENERAL FUND	PAVED STREETS	182.20
	10/28/11	PHONE SERVICE	COMMUNITY CTR/GRAN	COMMUNITY CENTER	121.64
	10/28/11	PHONE SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	136.05
	10/28/11	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	78.19
	10/28/11	PHONE SERVICE	RECREATION	PARK AREAS	159.52
	10/28/11	FIRE ALARMS	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	70.68
	10/28/11	PHONE SERVICE	WATER	O-PUMPING	68.05
	10/28/11	PHONE SERVICE	WATER	O-PURIFY MISC	59.65
	10/28/11	PHONE SERVICE	WATER	O-DISTR STORAGE	37.80
	10/28/11	PHONE SERVICE	WATER	O-DISTR MISC	50.90
	10/28/11	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	24.51
	10/28/11	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	86.85
	10/28/11	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	208.98
	10/28/11	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	25.07
	10/28/11	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	42.34
	10/28/11	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	24.51
	10/28/11	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	82.62
	10/28/11	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	60.56
	10/28/11	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	57.67
	10/28/11	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	134.09
	10/28/11	PHONE SERVICE	ELECTRIC	M-DISTR STATION EQUIPM	18.90
	10/28/11	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	62.98
	10/28/11	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	219.65
	10/28/11	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	37.43

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	PHONE SERVICE	LIQUOR	O-GEN MISC	160.64
	10/28/11	PHONE SERVICE	AIRPORT	O-GEN MISC	81.29
	10/28/11	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	69.89
	10/28/11	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	118.82
	10/28/11	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	22.31
				TOTAL:	3,655.69
GENERAL REPAIR SERVICE	10/28/11	FILTER ELEMENT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	257.45
				TOTAL:	257.45
GRAHAM TIRE OF WORTHINGTON INC	10/28/11	CHARGE A/C, FREON	GENERAL FUND	POLICE ADMINISTRATION	50.00
	10/28/11	CHARGE A/C, FREON	GENERAL FUND	POLICE ADMINISTRATION	9.95
	10/28/11	COOLING SYSTEM, A/C	GENERAL FUND	POLICE ADMINISTRATION	50.00
	10/28/11	COOLING SYSTEM, A/C	GENERAL FUND	POLICE ADMINISTRATION	31.96
	10/28/11	NEW COMPRESSOR, A/C	GENERAL FUND	POLICE ADMINISTRATION	94.00
	10/28/11	NEW COMPRESSOR, A/C	GENERAL FUND	POLICE ADMINISTRATION	642.75
	10/28/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	60.00
	10/28/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	320.89
	10/28/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	60.00
	10/28/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	382.10
				TOTAL:	1,701.65
HACH COMPANY	10/28/11	LAB CHEMICALS	WATER	O-PURIFY MISC	153.70
				TOTAL:	153.70
HAGEN BEVERAGE DISTRIBUTING INC	10/28/11	BEER	LIQUOR	NON-DEPARTMENTAL	2,160.90
	10/28/11	WATER	LIQUOR	O-GEN MISC	38.50
				TOTAL:	2,199.40
HARP ERIC	10/28/11	APPRENTICESHIP 10/10-10/21	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	200.00
				TOTAL:	200.00
INTL UNION LOCAL #49	10/28/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	64.83
	10/28/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	44.82
	10/28/11	UNION DUES	RECREATION	NON-DEPARTMENTAL	57.20
	10/28/11	UNION DUES	RECREATION	NON-DEPARTMENTAL	50.54
	10/28/11	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	3.55
	10/28/11	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.91
	10/28/11	UNION DUES	WATER	NON-DEPARTMENTAL	73.18
	10/28/11	UNION DUES	WATER	NON-DEPARTMENTAL	80.12
	10/28/11	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	106.74
	10/28/11	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	110.81
	10/28/11	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	10.81
	10/28/11	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	31.80
	10/28/11	UNION DUES	AIRPORT	NON-DEPARTMENTAL	3.69
				TOTAL:	640.00
IPMA-HR	10/28/11	POLICE TESTING	GENERAL FUND	POLICE ADMINISTRATION	1,530.00
	10/28/11	CREDIT POLICE TESTS RETURN	GENERAL FUND	POLICE ADMINISTRATION	471.50
				TOTAL:	1,058.50
JOHNSON BROTHERS LIQUOR CO	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,184.61
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,545.55
	10/28/11	BEER	LIQUOR	NON-DEPARTMENTAL	146.93
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,244.34
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	3,147.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	MIX	LIQUOR	NON-DEPARTMENTAL	23.00
				TOTAL:	7,291.83
JPV MARKETING	10/28/11	ADVERTISING	LIQUOR	O-GEN MISC	499.50
				TOTAL:	499.50
KOLANDER BRIAN	10/28/11	REIMBURSE	DATA PROCESSING	DATA PROCESSING	248.66
				TOTAL:	248.66
KUE CONTRACTORS INC	10/28/11	BIOSCIENCE TESTING & TRAIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	446,486.00
				TOTAL:	446,486.00
LAW ENF LABOR SERV INC #4	10/28/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	420.00
	10/28/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	420.00
				TOTAL:	840.00
LEAGUE OF MN CITIES	10/28/11	FLYNN CLASS	GENERAL FUND	POLICE ADMINISTRATION	15.00
	10/28/11	BOLT CLASS	GENERAL FUND	POLICE ADMINISTRATION	15.00
				TOTAL:	30.00
LOCATORS & SUPPLIES INC	10/28/11	HARD HATS	ELECTRIC	O-DISTR MISC	47.64
				TOTAL:	47.64
MATHESON TRI-GAS INC	10/28/11	ACETYLENE	WATER	O-DISTR MISC	32.11
				TOTAL:	32.11
MEAD & HUNT INC	10/28/11	PROFESSIONAL FEES	AIRPORT	PROJECT #3	4,240.01
				TOTAL:	4,240.01
MERITAIN HEALTH	10/28/11	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	1,671.59
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	425.20
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	642.55
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,137.18
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	11.00
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	15.95
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	228.55
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	13.29
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	855.15
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	98.25
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	7,453.30
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	REGULATE LAWFUL GAMBLE	20.95
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,072.51
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,072.49
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	119.10
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	1,280.79
	10/28/11	HEALTH INS ADMIN	GENERAL FUND	SIGNS AND SIGNALS	10.37
	10/28/11	HEALTH INS ADMIN	RECREATION	GOLF COURSE-GREEN	217.35
	10/28/11	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,053.80
	10/28/11	HEALTH INS ADMIN	RECREATION	PARK AREAS	62.45
	10/28/11	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	232.17
	10/28/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ADI DEVELOPMENT	42.52
	10/28/11	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	7.97
	10/28/11	HEALTH INS ADMIN	IMPROVEMENT CONST	COLLEGEWAY	36.57
	10/28/11	HEALTH INS ADMIN	IMPROVEMENT CONST	CLARY ST-OSLO TO HUMIS	29.99
	10/28/11	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	6.19
	10/28/11	HEALTH INS ADMIN	WATER	O-PUMPING	8.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	13.33
	10/28/11	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	425.20
	10/28/11	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	149.94
	10/28/11	HEALTH INS ADMIN	WATER	O-DISTR MISC	129.54
	10/28/11	HEALTH INS ADMIN	WATER	M-TRANS MAINS	155.15
	10/28/11	HEALTH INS ADMIN	WATER	GENERAL ADMIN	60.07
	10/28/11	HEALTH INS ADMIN	WATER	ADMIN OFFICE SUPPLIES	1.55
	10/28/11	HEALTH INS ADMIN	WATER	ADMIN MISC	9.68
	10/28/11	HEALTH INS ADMIN	WATER	ACCTS-METER READING	170.08
	10/28/11	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	154.14
	10/28/11	HEALTH INS ADMIN	WATER	PROJECT #14	473.78
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	65.20
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	107.99
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	152.15
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	305.24
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	439.29
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	78.97
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	577.18
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	398.26
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	48.05
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	1.55
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN MISC	9.68
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	128.62
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #5	10.37
	10/28/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #8	5.32
	10/28/11	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	198.48
	10/28/11	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	299.90
	10/28/11	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	523.06
	10/28/11	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	105.92
	10/28/11	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	292.32
	10/28/11	HEALTH INS ADMIN	ELECTRIC	ADMIN OFFICE SUPPLIES	15.47
	10/28/11	HEALTH INS ADMIN	ELECTRIC	ADMIN MISC	19.35
	10/28/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	132.81
	10/28/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	663.32
	10/28/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	212.60
	10/28/11	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	333.08
	10/28/11	HEALTH INS ADMIN	ELECTRIC	FA DISTR METERS	21.38
	10/28/11	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	441.24
	10/28/11	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	13.29
	10/28/11	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	869.40
	10/28/11	HEALTH INS ADMIN	AIRPORT	O-GEN MISC	42.52
	10/28/11	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	217.35
	10/28/11	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	642.55
	10/28/11	KLEVE OCT FOR NOV	HEALTH INS PLAN (T	NON-DEPARTMENTAL	217.35
	10/28/11	ROLOFF OCT FOR NOV	HEALTH INS PLAN (T	NON-DEPARTMENTAL	217.35
	10/28/11	HIPAA CERTS	HEALTH INS PLAN (T	EMPLOYEE PENS & BENEFI	1.50
				TOTAL:	27,375.80
MINNESOTA BENEFIT ASSOCIATION	10/28/11	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.80
	10/28/11	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.54
	10/28/11	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	69.68
	10/28/11	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	69.41
	10/28/11	INSURANCE	GENERAL FUND	MAYOR AND COUNCIL	314.84
	10/28/11	INSURANCE	GENERAL FUND	ACCOUNTING	493.32
	10/28/11	INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	177.34
	10/28/11	INSURANCE	GENERAL FUND	PAVED STREETS	98.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	12.48
	10/28/11	INSURANCE	GENERAL FUND	CODE ENFORCEMENT	193.34
	10/28/11	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	10/28/11	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.80
	10/28/11	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	10/28/11	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	2.14
	10/28/11	INSURANCE	RECREATION	PARK AREAS	108.68
	10/28/11	INSURANCE	RECREATION	TREE REMOVAL	84.66
	10/28/11	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	10/28/11	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	10/28/11	MN BENEFITS	WATER	NON-DEPARTMENTAL	8.41
	10/28/11	INSURANCE	WATER	O-PUMPING	69.62
	10/28/11	INSURANCE	WATER	O-PURIFY LABOR	97.26
	10/28/11	INSURANCE	WATER	O-DIST UNDERGRND LINES	85.60
	10/28/11	INSURANCE	WATER	O-DISTR MISC	61.62
	10/28/11	INSURANCE	WATER	M-TRANS MAINS	64.00
	10/28/11	INSURANCE	WATER	GENERAL ADMIN	31.32
	10/28/11	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	59.25
	10/28/11	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	62.28
	10/28/11	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	57.83
	10/28/11	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	60.82
	10/28/11	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	97.82
	10/28/11	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	10/28/11	INSURANCE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	0.01
	10/28/11	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	96.02
	10/28/11	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.06
	10/28/11	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	10/28/11	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	10/28/11	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	10/28/11	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	10/28/11	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	10/28/11	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	10/28/11	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	10/28/11	INSURANCE	ELECTRIC	GENERAL ADMIN	152.46
	10/28/11	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	4.62
	10/28/11	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.47
	10/28/11	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	4.49
	10/28/11	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.38
	10/28/11	INSURANCE	STORM WATER MANAGE	STREET CLEANING	360.00
	10/28/11	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	26.87
	10/28/11	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	26.87
	10/28/11	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	10/28/11	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	10/28/11	INSURANCE	DATA PROCESSING	DATA PROCESSING	80.35
				TOTAL:	3,680.40
MINNESOTA DEPT OF HEALTH	10/28/11	LAB ACCREDITATION	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	2,850.00
				TOTAL:	2,850.00
MINNESOTA ENERGY RESOURCES CORP	10/28/11	GAS SERVICE	RECREATION	PARK AREAS	22.76
				TOTAL:	22.76
MINNESOTA RURAL WATER ASSN	10/28/11	MEMBERSHIP	WATER	O-DISTR MISC	225.00
				TOTAL:	225.00
MISCELLANEOUS V DRENT RONALD	10/28/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LUNDBLAD JOHN G	10/28/11	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	2.20
QUINTANA LUISA	10/28/11	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	213.08
VANDER KOOI BEN	10/28/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
VANDERGRIFT DAVID	10/28/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
				TOTAL:	315.28
MISSOURI RIVER ENERGY SERVICES	10/28/11	GAVIN'S POINT DAM TOUR	ELECTRIC	ADMIN MISC	30.00
				TOTAL:	30.00
MN CHILD SUPPORT PAYMENT CTR	10/28/11	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	294.46
MSCIC	10/28/11	WINTER CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	60.00
				TOTAL:	60.00
NCPERS MINNESOTA 851801	10/28/11	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	123.11
	10/28/11	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	125.72
	10/28/11	OCT FOR NOV INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	10/28/11	OCT FOR NOV INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	10/28/11	LIFE INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	16.00
	10/28/11	LIFE INS	RECREATION	NON-DEPARTMENTAL	28.78
	10/28/11	LIFE INS	RECREATION	NON-DEPARTMENTAL	25.07
	10/28/11	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.78
	10/28/11	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.95
	10/28/11	LIFE INS	WATER	NON-DEPARTMENTAL	13.79
	10/28/11	LIFE INS	WATER	NON-DEPARTMENTAL	17.34
	10/28/11	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	33.72
	10/28/11	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	33.13
	10/28/11	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.84
	10/28/11	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.79
	10/28/11	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.98
	10/28/11	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	10/28/11	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	10/28/11	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	10/28/11	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
				TOTAL:	544.00
NOBLES COUNTY ATTORNEY	10/28/11	FORFEITED PROPERTY JANSEN	GENERAL FUND	POLICE ADMINISTRATION	66.00
				TOTAL:	66.00
NOBLES COUNTY AUDITOR/TREASURER	10/28/11	31-3936-000	GENERAL FUND	FIRE ADMINISTRATION	113.36
	10/28/11	31-3935-000	GENERAL FUND	FIRE ADMINISTRATION	177.84
				TOTAL:	291.20
PEPSI COLA BOTTLING CO	10/28/11	MIX	LIQUOR	NON-DEPARTMENTAL	119.00
				TOTAL:	119.00
PHILLIPS WINE & SPIRITS INC	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,398.85
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	3,103.05
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	945.00
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	672.00
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,210.03
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	2,871.63
				TOTAL:	13,200.56
QUALITY WINE & SPIRITS	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	5,196.20

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	337.00
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	16,956.51
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,242.34
	10/28/11	MIX	LIQUOR	NON-DEPARTMENTAL	359.84
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,042.01
				TOTAL:	28,133.90
RACOM CORP	10/28/11	LICENSE RENEW CALL SIGN KC GENERAL FUND		PAVED STREETS	18.75
	10/28/11	LICENSE RENEW CALL SIGN KC RECREATION		PARK AREAS	18.75
	10/28/11	LICENSE RENEW CALL SIGN KC WATER		O-DISTR MISC	12.50
	10/28/11	LICENSE RENEW CALL SIGN KC MUNICIPAL WASTEWAT		O-SOURCE MAINS & LIFTS	12.50
	10/28/11	LICENSE RENEW CALL SIGN KC ELECTRIC		O-DISTR MISC	12.50
				TOTAL:	75.00
SCHWALBACH #4465	10/28/11	FASTENERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	2.67
	10/28/11	UPS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	8.98
	10/28/11	LAMP CORD SWITCH	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	7.78
	10/28/11	SERVICE CALL-HOT WATER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	82.09
	10/28/11	PARTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	6.48
	10/28/11	PARTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	2.50
				TOTAL:	110.50
SCHWALBACH ACE HARDWARE-5930	10/28/11	SUPPLIES	LIQUOR	O-GEN MISC	13.84
				TOTAL:	13.84
SCHWEITZER ENGINEERING LABS INC	10/28/11	CHSS RELAYS	ELECTRIC	FA DISTR STATION EQUIP	17,353.18
				TOTAL:	17,353.18
SECURE BENEFITS SYSTEMS CORP	10/28/11	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	73.34
	10/28/11	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	71.26
	10/28/11	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	112.49
	10/28/11	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	112.49
	10/28/11	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,767.57
	10/28/11	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,818.32
	10/28/11	ADMIN FEE OCT FOR NOV	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	10/28/11	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	6.81
	10/28/11	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	6.83
	10/28/11	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	293.22
	10/28/11	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	293.05
	10/28/11	ADMIN FEE	PIR/TRUNKS	NON-DEPARTMENTAL	0.43
	10/28/11	UNREIMBURSED MEDICAL	PIR/TRUNKS	NON-DEPARTMENTAL	86.78
	10/28/11	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.36
	10/28/11	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.36
	10/28/11	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	42.45
	10/28/11	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	14.52
	10/28/11	ADMIN FEE	WATER	NON-DEPARTMENTAL	11.71
	10/28/11	ADMIN FEE	WATER	NON-DEPARTMENTAL	9.49
	10/28/11	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	589.71
	10/28/11	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	520.49
	10/28/11	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.33
	10/28/11	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.52
	10/28/11	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	424.32
	10/28/11	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	430.00
	10/28/11	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	4.00
	10/28/11	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	4.00
	10/28/11	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.04

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.04
	10/28/11	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.75
	10/28/11	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	4.43
	10/28/11	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	18.25
	10/28/11	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	80.99
	10/28/11	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	10/28/11	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	10/28/11	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	10/28/11	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	10/28/11	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.52
	10/28/11	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.11
	10/28/11	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	10.57
	10/28/11	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	5.50
	10/28/11	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	10/28/11	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	10/28/11	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	209.00
	10/28/11	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	209.00
				TOTAL:	9,743.21
SEW UNIQUE INC	10/28/11	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	12.89
	10/28/11	NAMES STITCHED ON UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	22.44
	10/28/11	PATCHES ON VEST	GENERAL FUND	POLICE ADMINISTRATION	5.34
				TOTAL:	40.67
SHEEHAN MACK SALES/EQUIP INC	10/28/11	PARTS	GENERAL FUND	PAVED STREETS	101.06
				TOTAL:	101.06
SHI INTERNATIONAL CORP	10/28/11	GAMBER JOHNSON HARDWARE	GENERAL FUND	POLICE ADMINISTRATION	813.32
	10/28/11	GAMBER JOHNSON HARDWARE	GENERAL FUND	SECURITY CENTER	203.33
	10/28/11	GAMBER JOHNSON HARDWARE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	609.99
				TOTAL:	1,626.64
SOUTHERN WINE & SPIRITS OF MINNESOTA	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	782.50
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,664.19
	10/28/11	FREIGHT	LIQUOR	O-SOURCE MISC	20.93
	10/28/11	FREIGHT	LIQUOR	O-SOURCE MISC	37.60
				TOTAL:	4,505.22
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	10/28/11	REUSE OF SCDP INCOME	SMALL CITIES GRANT	SW MN HOUSING	50,515.88
	10/28/11	CDAP-09-0075-O-FY10 8	SMALL CITIES GRANT	SW MN HOUSING	7,070.00
				TOTAL:	57,585.88
SOUTHWEST MN STATE UNIVERSITY	10/28/11	REPAIR THEATRE CURTAINS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	100.00
				TOTAL:	100.00
TRI-STATE RENTAL CENTER	10/28/11	CONCRETE PLANER	GENERAL FUND	PAVED STREETS	138.94
				TOTAL:	138.94
USF HOLLAND INC	10/28/11	FREIGHT ON CAP BANKS	ELECTRIC	M-DISTR UNDERGRND LINE	336.11
				TOTAL:	336.11
VANTAGEPOINT TRANSFER AGENTS-457	10/28/11	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	10/28/11	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
WELLS FARGO BANK	10/28/11	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,726.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,640.39
	10/28/11	OCT FOR NOV INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	1,284.54
	10/28/11	HEALTH PREMIUM	GENERAL FUND	MAYOR AND COUNCIL	2,813.54
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ADMINISTRATION	633.80
	10/28/11	HEALTH PREMIUM	GENERAL FUND	CLERK'S OFFICE	1,134.45
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	1,871.75
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	16.39
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	23.77
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	340.67
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	19.81
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,451.35
	10/28/11	HEALTH PREMIUM	GENERAL FUND	GENERAL GOVT BUILDINGS	96.49
	10/28/11	HEALTH PREMIUM	GENERAL FUND	POLICE ADMINISTRATION	12,329.49
	10/28/11	HEALTH PREMIUM	GENERAL FUND	REGULATE LAWFUL GAMBLE	48.26
	10/28/11	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	1,808.40
	10/28/11	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	1,808.40
	10/28/11	HEALTH PREMIUM	GENERAL FUND	ANIMAL CONTROL ENFORCE	116.96
	10/28/11	HEALTH PREMIUM	GENERAL FUND	PAVED STREETS	1,909.13
	10/28/11	HEALTH PREMIUM	GENERAL FUND	SIGNS AND SIGNALS	15.46
	10/28/11	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	720.68
	10/28/11	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	632.41
	10/28/11	HEALTH PREMIUM	RECREATION	GOLF COURSE-GREEN	500.65
	10/28/11	HEALTH PREMIUM	RECREATION	PARK AREAS	1,570.79
	10/28/11	HEALTH PREMIUM	RECREATION	PARK AREAS	93.07
	10/28/11	HEALTH PREMIUM	RECREATION	TREE REMOVAL	346.07
	10/28/11	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	77.48
	10/28/11	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	33.16
	10/28/11	HEALTH PREMIUM	IMPROVEMENT CONST	ADI DEVELOPMENT	63.38
	10/28/11	HEALTH PREMIUM	IMPROVEMENT CONST	OVERLAY PROGRAM	11.88
	10/28/11	HEALTH PREMIUM	IMPROVEMENT CONST	COLLEGEWAY	54.55
	10/28/11	HEALTH PREMIUM	IMPROVEMENT CONST	CLARY ST-OSLO TO HUMIS	44.69
	10/28/11	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	407.82
	10/28/11	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	513.20
	10/28/11	HEALTH PREMIUM	WATER	O-SOURCE WELLS & SPRNG	9.22
	10/28/11	HEALTH PREMIUM	WATER	O-PUMPING	18.43
	10/28/11	HEALTH PREMIUM	WATER	O-PURIFY LABOR	30.71
	10/28/11	HEALTH PREMIUM	WATER	O-DISTR SUPER AND ENG	633.80
	10/28/11	HEALTH PREMIUM	WATER	O-DIST UNDERGRND LINES	345.39
	10/28/11	HEALTH PREMIUM	WATER	O-DISTR MISC	281.09
	10/28/11	HEALTH PREMIUM	WATER	M-TRANS MAINS	357.37
	10/28/11	HEALTH PREMIUM	WATER	GENERAL ADMIN	89.54
	10/28/11	HEALTH PREMIUM	WATER	ADMIN OFFICE SUPPLIES	2.31
	10/28/11	HEALTH PREMIUM	WATER	ADMIN MISC	22.29
	10/28/11	HEALTH PREMIUM	WATER	ACCTS-METER READING	253.52
	10/28/11	HEALTH PREMIUM	WATER	ACCTS-RECORDS & COLLEC	229.74
	10/28/11	HEALTH PREMIUM	WATER	PROJECT #14	706.21
	10/28/11	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	633.65
	10/28/11	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	660.13
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	150.19
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	176.81
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	350.46
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABOR	565.50
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	661.77
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	164.65
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	948.53
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	855.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	GENERAL ADMIN	71.63
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	2.31
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ADMIN MISC	22.29
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	191.73
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROJECT #5	15.47
	10/28/11	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROJECT #8	7.92
	10/28/11	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,030.68
	10/28/11	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	990.66
	10/28/11	OCT FOR NOV INSURANCE	ELECTRIC	NON-DEPARTMENTAL	334.64
	10/28/11	HEALTH PREMIUM	ELECTRIC	O-DISTR UNDERGRND LINE	391.55
	10/28/11	HEALTH PREMIUM	ELECTRIC	O-DISTR MISC	464.11
	10/28/11	HEALTH PREMIUM	ELECTRIC	M-DISTR UNDERGRND LINE	858.00
	10/28/11	HEALTH PREMIUM	ELECTRIC	M-DISTR ST LITE & SIG	192.65
	10/28/11	HEALTH PREMIUM	ELECTRIC	GENERAL ADMIN	435.73
	10/28/11	HEALTH PREMIUM	ELECTRIC	ADMIN OFFICE SUPPLIES	23.06
	10/28/11	HEALTH PREMIUM	ELECTRIC	ADMIN MISC	44.58
	10/28/11	HEALTH PREMIUM	ELECTRIC	ACCTS-METER READING	202.24
	10/28/11	HEALTH PREMIUM	ELECTRIC	ACCTS-RECORDS & COLLEC	988.73
	10/28/11	HEALTH PREMIUM	ELECTRIC	ACCTS-ASSISTANCE	316.90
	10/28/11	HEALTH PREMIUM	ELECTRIC	FA DISTR UNDRGRND COND	602.32
	10/28/11	HEALTH PREMIUM	ELECTRIC	FA DISTR METERS	49.23
	10/28/11	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	80.18
	10/28/11	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	202.37
	10/28/11	HEALTH PREMIUM	STORM WATER MANAGE	STORM DRAINAGE	657.71
	10/28/11	HEALTH PREMIUM	STORM WATER MANAGE	STORM DRAINAGE	19.81
	10/28/11	HEALTH PREMIUM	LIQUOR	O-GEN MISC	2,002.60
	10/28/11	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	0.25
	10/28/11	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	5.29
	10/28/11	HEALTH PREMIUM	AIRPORT	O-GEN MISC	63.38
	10/28/11	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	143.60
	10/28/11	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	143.60
	10/28/11	HEALTH PREMIUM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	213.45
	10/28/11	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	200.00
	10/28/11	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	200.00
	10/28/11	HEALTH PREMIUM	DATA PROCESSING	DATA PROCESSING	1,134.45
				TOTAL:	64,609.40
WINE MERCHANTS	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,337.25
				TOTAL:	1,337.25
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	459.90
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	48.00
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	3,765.35
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,793.28
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	461.07
	10/28/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,311.75
	10/28/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,526.86
				TOTAL:	18,366.21
WITZEL RODNEY	10/28/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY MISC	8.82
				TOTAL:	8.82
WORTHINGTON AREA UNITED WAY	10/28/11	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	64.50
	10/28/11	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	64.50
	10/28/11	PAYROLL WITHHOLDING	RECREATION	NON-DEPARTMENTAL	2.00
	10/28/11	PAYROLL WITHHOLDING	RECREATION	NON-DEPARTMENTAL	2.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	133.00
WORTHINGTON HOCKEY ASSOC	10/28/11	PAYMENT #3	RECREATION	HOCKEY ARENA	86,644.05
				TOTAL:	86,644.05
WORTHINGTON PRINTING CO INC	10/28/11	COMPUTER STATEMENTS	GENERAL FUND	ICE AND SNOW REMOVAL	417.88
				TOTAL:	417.88
WYCOFF DANNY	10/28/11	REIMBURSE	LIQUOR	O-GEN MISC	211.20
	10/28/11	REIMBURSE	LIQUOR	O-GEN MISC	73.70
				TOTAL:	284.90

----- FUND TOTALS -----

101	GENERAL FUND	71,731.12
202	COMMUNITY CTR/GRANTS	121.64
204	SMALL CITIES GRANT	57,585.88
207	PD TASK FORCE	609.99
229	RECREATION	93,602.87
231	ECONOMIC DEV AUTHORITY	446,556.68
321	PIR/TRUNKS	87.21
401	IMPROVEMENT CONST	469.07
432	EVENT CENTER/AUDITORIUM	542.48
601	WATER	9,085.24
602	MUNICIPAL WASTEWATER	35,232.48
604	ELECTRIC	34,952.05
606	STORM WATER MANAGEMENT	2,006.84
609	LIQUOR	89,850.39
612	AIRPORT	4,520.68
614	MEMORIAL AUDITORIUM	1,198.39
702	DATA PROCESSING	3,247.99
705	HEALTH INS PLAN (TPA)	436.20

 GRAND TOTAL: 851,837.20

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF WORTHINGTON
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/28/2011 THRU 10/28/2011

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T 10/28/11
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARNOLD MOTOR SUPPLY	11/04/11	HOSE CLAMPS	ELECTRIC	O-DISTR UNDERGRND LINE	<u>19.13</u>
				TOTAL:	19.13
BORDER STATES ELECTRIC SUPPLY	11/04/11	STREET LIGHT LAMPS	ELECTRIC	M-DISTR ST LITE & SIG	946.19
	11/04/11	STREET LIGHT LAMPS	ELECTRIC	M-DISTR ST LITE & SIG	<u>233.84</u>
				TOTAL:	1,180.03
C&S CHEMICALS INC	11/04/11	4,205 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,235.62
	11/04/11	4,157 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>5,175.86</u>
				TOTAL:	10,411.48
CLARK CRAIG	11/04/11	REIMBURSE	GENERAL FUND	ADMINISTRATION	<u>288.52</u>
				TOTAL:	288.52
DACOTAH PAPER CO	11/04/11	SUPPLIES	LIQUOR	O-GEN MISC	<u>147.74</u>
				TOTAL:	147.74
DEPARTMENT OF COMMERCE	11/04/11	ROBERT GIESER	ELECTRIC	NON-DEPARTMENTAL	9.84
	11/04/11	MICHELLE LOPEZ	ELECTRIC	NON-DEPARTMENTAL	105.50
	11/04/11	CHAMPA THEPMONTRY	ELECTRIC	NON-DEPARTMENTAL	36.00
	11/04/11	TERRY VAN DYKE	ELECTRIC	NON-DEPARTMENTAL	11.57
	11/04/11	ROSAURA MENDEZ	ELECTRIC	NON-DEPARTMENTAL	100.92
	11/04/11	ROSAURA MENDEZ	ELECTRIC	NON-DEPARTMENTAL	39.55
	11/04/11	ROSAURA MENDEZ	ELECTRIC	NON-DEPARTMENTAL	<u>0.12</u>
				TOTAL:	303.50
DITCH WITCH OF SD INC	11/04/11	HYDRAULIC IMPACT WRENCH-RE WATER		FA MACHINERY & EQUIPME	<u>842.50</u>
				TOTAL:	842.50
ECHO GROUP INC	11/04/11	PIPE CUTTER	WATER	O-DIST UNDERGRND LINES	60.41
	11/04/11	LIGHT BULBS	WATER	M-TRANS RESERVOIRS	91.48
	11/04/11	REPLACEMENT BREAKER	ELECTRIC	M-DISTR UNDERGRND LINE	284.84
	11/04/11	SIGNAL LIGHT FUSES	ELECTRIC	M-DISTR ST LITE & SIG	5.50
	11/04/11	STREET LIGHT WIRE	ELECTRIC	M-DISTR ST LITE & SIG	238.16
	11/04/11	STREET LIGHT WIRE UF12	ELECTRIC	FA DISTR ST LITE & SIG	<u>126.81</u>
				TOTAL:	807.20
FERGUSON ENTERPRISES INC #226	11/04/11	6" CAP FOR MANHOLE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIPTS	<u>25.14</u>
				TOTAL:	25.14
GRAHAM TIRE OF WORTHINGTON INC	11/04/11	NEW TIRES ON #204	WATER	M-PUMPING	<u>664.60</u>
				TOTAL:	664.60
HAWKINS INC	11/04/11	2 TONS CHLORINE	WATER	O-PURIFY	<u>1,356.31</u>
				TOTAL:	1,356.31
HILLESHEIM CHRISTOPHER	11/04/11	EDUCATION REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	<u>500.00</u>
				TOTAL:	500.00
WAYNE J KLUMPER	11/04/11	WELLHEAD PROTECTION INCENT WATER		O-SOURCE WELLS & SPRNG	<u>947.58</u>
				TOTAL:	947.58
KOLANDER BRIAN	11/04/11	REIMBURSE	GENERAL FUND	ACCOUNTING	<u>78.81</u>
				TOTAL:	78.81
LAMPERTS YARDS INC-2602004	11/04/11	SCREWS, STAKES	WATER	M-TRANS MAINS	18.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/04/11	EXPANSION JOINT, ADHESIVE	WATER	M-TRANS MAINS	37.82
	11/04/11	CONCRETE MIX	ELECTRIC	M-DISTR UNDERGRND LINE	17.91
				TOTAL:	74.53
LOCATORS & SUPPLIES INC	11/04/11	BATTERIES	ELECTRIC	CUSTOMER INSTALL EXPEN	57.82
				TOTAL:	57.82
MATHESON TRI-GAS INC	11/04/11	PRESSURE GAUGE	WATER	O-DISTR MISC	11.91
	11/04/11	CUTTING TORCH	WATER	O-DISTR MISC	277.88
	11/04/11	ACETYLENE REGULATOR, OXYGE	WATER	O-DISTR MISC	130.14
	11/04/11	CUTTING TORCH TIP, OXYGEN	WATER	O-DISTR MISC	38.55
				TOTAL:	458.48
SANDI L MEAD	11/04/11	WELLHEAD PROTECTION INCENT	WATER	O-SOURCE WELLS & SPRNG	947.50
				TOTAL:	947.50
MEGA POWER SYSTEMS	11/04/11	TEST SWITCHES FOR CHSS UPG	ELECTRIC	FA DISTR STATION EQUIP	1,405.50
				TOTAL:	1,405.50
MINNESOTA VALLEY TESTING LABS INC	11/04/11	SALTY DISCHARGE TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	129.60
				TOTAL:	129.60
MISCELLANEOUS V ANDERSON, DEB	11/04/11	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
DUALE KALIF M	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	40.56
DUALE KALIF M	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.21
FAJARDO GELDA S	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	112.36
FAJARDO GELDA S	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.37
FRAGA JR JOSE	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	281.04
FRAGA JR JOSE	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
LAWSON SYLVIA A	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	33.15
LAWSON SYLVIA A	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.91
MAURICIO THERESE D	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	8.56
MAURICIO THERESE D	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.15
OJWATO OMOT C	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	53.84
OJWATO OMOT C	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.07
RODRIGUEZ ROSALBA	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	15.35
RODRIGUEZ ROSALBA	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.19
SOULES TASHA J	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	9.95
SOULES TASHA J	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.31
VERHAGE SCOTT R	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	28.59
VERHAGE SCOTT R	11/04/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.18
				TOTAL:	610.88
NOBLES COOPERATIVE ELECTRIC	11/04/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	323.78
	11/04/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	257.00
	11/04/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	38.05
	11/04/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	630.55
	11/04/11	ELECTRIC SERVICE	WATER	O-PUMPING	12.51
	11/04/11	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	38.11
				TOTAL:	1,300.00
PAVELKO MIKE	11/04/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	289.64
				TOTAL:	289.64
POLLARD WATER.COM	11/04/11	DISTRIBUTION SYSTEM SUPPLI	WATER	M-TRANS MAINS	268.32
				TOTAL:	268.32

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RACOM CORP	11/04/11	FIX HEAD SET	ELECTRIC	O-DISTR MISC	47.03
				TOTAL:	47.03
RESCO INC	11/04/11	TRANSFORMER	ELECTRIC	FA DISTR LINE TRANSFOR	13,389.96
	11/04/11	AMI METER MODS	ELECTRIC	FA DISTR METERS	9,621.84
				TOTAL:	23,011.80
SCHOOL DISTRICT #518	11/04/11	SHARE OF TENNIS COURT CONS RECREATION		PARK AREAS	235,000.00
				TOTAL:	235,000.00
SCHWALBACH ACE #6067	11/04/11	MOUSE TRAPS	MUNICIPAL WASTEWAT	O-PURIFY MISC	5.96
	11/04/11	NUTS	ELECTRIC	M-DISTR UNDERGRND LINE	10.99
	11/04/11	SCREWS	ELECTRIC	M-DISTR UNDERGRND LINE	20.28
	11/04/11	CLAMP	ELECTRIC	M-DISTR UNDERGRND LINE	26.61
				TOTAL:	63.84
STUART C IRBY CO	11/04/11	SERVICE WIRE	ELECTRIC	FA DISTR UNDRGRND COND	1,451.36
				TOTAL:	1,451.36
MARGARET HURLBUT VOSBURGH	11/04/11	SENIOR CHAIR YOGA 9/26-10/	COMMUNITY CTR/GRAN	COMMUNITY CENTER	200.00
	11/04/11	REIMBURSE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	51.79
				TOTAL:	251.79
WORTHINGTON AUTO SUPPLY	11/04/11	OIL FILTER UNIT #206	WATER	O-DIST UNDERGRND LINES	5.06
				TOTAL:	5.06
WORTHINGTON EXCAVATING INC	11/04/11	SITE WORK-FIRE STATION	GENERAL FUND	NON-DEPARTMENTAL	5,930.15
	11/04/11	SITE WORK-FIRE STATION	GENERAL FUND	FIRE ADMINISTRATION	118,603.00
				TOTAL:	112,672.85
WORTHINGTON POWER & EQUIP INC	11/04/11	POLE SAW PARTS	RECREATION	TREE REMOVAL	38.11
				TOTAL:	38.11

===== FUND TOTALS =====

101	GENERAL FUND	113,540.18
202	COMMUNITY CTR/GRANTS	200.00
229	RECREATION	236,287.49
601	WATER	5,711.37
602	MUNICIPAL WASTEWATER	10,861.82
604	ELECTRIC	28,818.15
609	LIQUOR	147.74
612	AIRPORT	38.11
614	MEMORIAL AUDITORIUM	51.79

	GRAND TOTAL:	395,656.65

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN FENCE COMPANY INC	11/11/11	BARRIER ARM	AIRPORT	O-GEN MISC	156.00
				TOTAL:	156.00
AMERIPRIDE	11/11/11	TOWEL SERVICE NOVEMBER	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	63.56
				TOTAL:	63.56
ARCTIC ICE INC	11/11/11	ICE	LIQUOR	NON-DEPARTMENTAL	137.25
				TOTAL:	137.25
BAHRS SMALL ENGINE	11/11/11	SHARPEN CHAINS	RECREATION	TREE REMOVAL	35.00
				TOTAL:	35.00
BELLBOY CORP	11/11/11	WINE	LIQUOR	NON-DEPARTMENTAL	2,582.00
				TOTAL:	2,582.00
BEVERAGE WHOLESALERS INC	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,220.20
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	2,938.68
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	738.00
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	349.00
				TOTAL:	5,245.88
BIERSCHBACH EQUIPMENT & SUPPLY CO INC	11/11/11	LANDSCAPE FABRIC	RECREATION	PARK AREAS	487.33
	11/11/11	LANDSCAPE FABRIC	RECREATION	PARK AREAS	487.33
	11/11/11	LANDSCAPE FABRIC	RECREATION	PARK AREAS	487.34
				TOTAL:	1,462.00
BURNS LOCK & KEY	11/11/11	DND KEY	AIRPORT	O-GEN MISC	5.88
				TOTAL:	5.88
CENTER SPORTS INC	11/11/11	CAMO TEES ERU	GENERAL FUND	SECURITY CENTER	137.20
	11/11/11	CAMO TEES ERU	GENERAL FUND	SECURITY CENTER	58.80
				TOTAL:	196.00
CHAMBER OF COMMERCE	11/11/11	LODGING TAX-SEPTEMBER	TOURISM PROMOTION	LODGING TAX/TOURISM	12,925.48
				TOTAL:	12,925.48
CHAMPLAIN PLANNING PRESS INC	11/11/11	SUBSCRIPTION	GENERAL FUND	ECONOMIC DEVELOPMENT	55.00
				TOTAL:	55.00
CHUCK WAGON VENDING INC	11/11/11	2 CASES COFFEE	GENERAL FUND	SECURITY CENTER	34.00
	11/11/11	2 CASES COFFEE	GENERAL FUND	SECURITY CENTER	34.00
				TOTAL:	68.00
CITY OF NEW ULM	11/11/11	REIMBURSE MEAL	GENERAL FUND	ADMINISTRATION	8.00
				TOTAL:	8.00
COCA-COLA ENTERPRISES-MIDWEST DIVISION	11/11/11	MIX	LIQUOR	NON-DEPARTMENTAL	246.60
				TOTAL:	246.60
CREDIT BUREAU OF NEW ULM	11/11/11	EMPLOYMENT CREDIT CHECK	GENERAL FUND	POLICE ADMINISTRATION	35.00
				TOTAL:	35.00
CULLIGAN WATER COND CO	11/11/11	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	54.00
	11/11/11	MONTHLY SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	42.00
	11/11/11	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	11.00
	11/11/11	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
				TOTAL:	130.00
DAILY GLOBE	11/11/11	SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	167.20
	11/11/11	ADVERTISING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	142.00
	11/11/11	ADVERTISING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	65.00
	11/11/11	ADVERTISING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.00
				TOTAL:	409.20
DAKOTA SUPPLY GROUP INC	11/11/11	10TH AVE WATER SERVICE	PRO WATER	O-DIST UNDERGRND LINES	1,327.03
	11/11/11	10TH AVE WATER SERVICE	PRO WATER	O-DIST UNDERGRND LINES	520.12
	11/11/11	2 ORION RADIO MODULES	WATER	FA DISTR METERS	189.17
	11/11/11	ORION METER MODULES	WATER	FA DISTR METERS	20,808.56
				TOTAL:	22,844.88
DAVIS TYPEWRITER CO INC	11/11/11	DESK PAD	GENERAL FUND	CLERK'S OFFICE	5.33
	11/11/11	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	19.76
	11/11/11	BINDERS	GENERAL FUND	POLICE ADMINISTRATION	18.45
	11/11/11	BINDER	GENERAL FUND	POLICE ADMINISTRATION	12.86
	11/11/11	CDR'S	GENERAL FUND	SECURITY CENTER	16.27
	11/11/11	CDR'S	GENERAL FUND	SECURITY CENTER	16.26
	11/11/11	SUPPLIES	GENERAL FUND	SECURITY CENTER	19.76
	11/11/11	STAMP	GENERAL FUND	SECURITY CENTER	21.33
	11/11/11	STAMP	GENERAL FUND	SECURITY CENTER	21.32
	11/11/11	RETURNS	GENERAL FUND	SECURITY CENTER	8.40-
	11/11/11	RETURNS	GENERAL FUND	SECURITY CENTER	8.40-
	11/11/11	FILES, POST-ITS, MAIL BAGS	GENERAL FUND	SECURITY CENTER	28.90
	11/11/11	FILES, POST-ITS, MAIL BAGS	GENERAL FUND	SECURITY CENTER	28.90
	11/11/11	STAPLE REMOVER	GENERAL FUND	SECURITY CENTER	0.40
	11/11/11	STAPLE REMOVER	GENERAL FUND	SECURITY CENTER	0.39
	11/11/11	GLUE STICK, CORRECTION TAP	GENERAL FUND	SECURITY CENTER	1.99
	11/11/11	GLUE STICK, CORRECTION TAP	GENERAL FUND	SECURITY CENTER	1.99
	11/11/11	SUPPLIES	LIQUOR	O-GEN MISC	12.31
	11/11/11	BLACK THERMA	LIQUOR	O-GEN MISC	86.78
	11/11/11	CELLO TAPE	LIQUOR	O-GEN MISC	40.25
	11/11/11	BLACK CARTRIDGE	LIQUOR	O-GEN MISC	141.37
	11/11/11	PAPER	LIQUOR	O-GEN MISC	16.29
				TOTAL:	494.11
PATRICK DEWANE	11/11/11	THE ACCIDENTAL HERO PERFOR	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,000.00
				TOTAL:	1,000.00
DIAMOND VOGEL PAINT	11/11/11	BUSS FIELD WALL GRAFFITI	RECREATION	PARK AREAS	42.65
				TOTAL:	42.65
DLT SOLUTIONS INC	11/11/11	AUTO CAD SUBSCRIPTION	GENERAL FUND	ENGINEERING ADMIN	4,541.16
				TOTAL:	4,541.16
ECHO GROUP INC	11/11/11	ALUMINUM SINGLE CONDUCTORS	RECREATION	OLSON PARK CAMPGROUND	344.13
				TOTAL:	344.13
ELECTRIC PUMP INC	11/11/11	WEAR PROTECTOR RUBBER COAT	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	81.50
				TOTAL:	81.50
EMERGENCY MEDICAL PRODUCTS INC	11/11/11	LA RESCUE FIRST CALL IN BA	GENERAL FUND	POLICE ADMINISTRATION	307.48
				TOTAL:	307.48

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ENVIRONMENTAL EQUIPMENT & SERVICE INC	11/11/11	WARNING LIGHT SWITCH	STORM WATER MANAGE	STREET CLEANING	47.69
				TOTAL:	47.69
ERA LABORATORIES INC	11/11/11	ACUTE TOXICITY EVALUATION	INDUSTRIAL WASTEWA	O-PURIFY MISC	725.00
				TOTAL:	725.00
EVERGREEN LAND SERVICES	11/11/11	APPRAISAL SERVICES	IMPROVEMENT CONST	TH 59 N & BIO DR DESIG	710.88
				TOTAL:	710.88
EXTREME BEVERAGE LLC	11/11/11	MIX	LIQUOR	NON-DEPARTMENTAL	95.00
				TOTAL:	95.00
FASTENAL COMPANY	11/11/11	200 CABLE TIES FOR CLARIFI	MUNICIPAL WASTEWAT	M-PURIFY MISC	33.79
				TOTAL:	33.79
GEOTEK INC	11/11/11	EARTHWORK TEST/INSPECTION	GENERAL FUND	FIRE ADMINISTRATION	3,887.50
				TOTAL:	3,887.50
DUANE C GRACE	11/11/11	PLAN REVIEW FEE	GENERAL FUND	ECONOMIC DEVELOPMENT	5,160.00
				TOTAL:	5,160.00
GRAHAM TIRE OF WORTHINGTON INC	11/11/11	NEW TIRES, FRONT HUB ASSEM	GENERAL FUND	POLICE ADMINISTRATION	310.95
	11/11/11	NEW TIRES, FRONT HUB ASSEM	GENERAL FUND	POLICE ADMINISTRATION	968.92
	11/11/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	94.00
	11/11/11	NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	369.23
	11/11/11	TIRE TUBE FOR GOLF CART	RECREATION	GOLF COURSE-GREEN	35.98
	11/11/11	TIRE REPAIR	RECREATION	PARK AREAS	14.00
	11/11/11	INSTALL TUBE	RECREATION	PARK AREAS	12.94
	11/11/11	INSTALL TUBE	RECREATION	PARK AREAS	6.00
	11/11/11	INSTALL TUBE	RECREATION	PARK AREAS	10.85
	11/11/11	INSTALL TUBE	RECREATION	PARK AREAS	6.00
				TOTAL:	1,828.87
HAGEN BEVERAGE DISTRIBUTING INC	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	6,008.70
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	788.60
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	6,242.60
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,826.95
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	8,437.65
	11/11/11	MIX	LIQUOR	NON-DEPARTMENTAL	42.00
	11/11/11	HAND PUMP DEPOSIT	LIQUOR	O-GEN MISC	80.00
				TOTAL:	23,426.50
HARP ERIC	11/11/11	APPRENTICESHIP 10/22-11/5/	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	200.00
				TOTAL:	200.00
IDE@S	11/11/11	INK CARTRIDGES	GENERAL FUND	POLICE ADMINISTRATION	82.27
	11/11/11	HDMI CABLE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	74.80
				TOTAL:	157.07
J & K WINDOWS	11/11/11	WINDOW CLEANING	LIQUOR	O-GEN MISC	60.00
				TOTAL:	60.00
JACKS UNIFORMS & EQUIPMENT	11/11/11	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	243.19
				TOTAL:	243.19
JAYCOX IMPLEMENT INC	11/11/11	PARTS AND LABOR FOR REPAIR	RECREATION	PARK AREAS	75.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	PARTS AND LABOR FOR REPAIR	RECREATION	PARK AREAS	27.57
				TOTAL:	102.57
JERRY'S AUTO SUPPLY	11/11/11	GRAFFITI REPAIR	GENERAL FUND	GENERAL GOVT BUILDINGS	17.60
	11/11/11	TAIL LIGHT	GENERAL FUND	PAVED STREETS	3.40
	11/11/11	SANDER PARTS	GENERAL FUND	ICE AND SNOW REMOVAL	3.17
	11/11/11	TUBING	GENERAL FUND	ICE AND SNOW REMOVAL	2.67
	11/11/11	AIR & OIL FILTERS	RECREATION	PARK AREAS	141.98
				TOTAL:	168.82
JOHNSON BROTHERS LIQUOR CO	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,854.46
	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	359.92
	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,774.54
	11/11/11	WINE	LIQUOR	NON-DEPARTMENTAL	2,225.85
	11/11/11	BEER	LIQUOR	NON-DEPARTMENTAL	29.25
	11/11/11	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	96.00
				TOTAL:	6,148.02
JSA SERVICES	11/11/11	SHOP RAGS, PAPER TOWELS	RECREATION	PARK AREAS	56.75
	11/11/11	WHITE TOWELS	LIQUOR	O-GEN MISC	5.34
				TOTAL:	62.09
K & S MOTORS INC	11/11/11	OIL CHANGE UNIT 204	WATER	M-PUMPING	22.22
				TOTAL:	22.22
KARL'S TV & APPLIANCE INC	11/11/11	APPLIANCES FOR BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,217.15
				TOTAL:	1,217.15
KARLS CARQUEST AUTO PARTS INC	11/11/11	BRAKE PAD, ROTOR	GENERAL FUND	POLICE ADMINISTRATION	225.55
	11/11/11	BATTERY	GENERAL FUND	POLICE ADMINISTRATION	160.80
	11/11/11	OIL, ANTI-FREEZE	GENERAL FUND	POLICE ADMINISTRATION	57.23
				TOTAL:	443.58
KRUSE MOTORS OF WORTHINGTON INC	11/11/11	REPAIR COOLING SYSTEM	GENERAL FUND	POLICE ADMINISTRATION	12.61
	11/11/11	REPAIR COOLING SYSTEM	GENERAL FUND	POLICE ADMINISTRATION	89.26
	11/11/11	TOW	GENERAL FUND	POLICE ADMINISTRATION	106.88
	11/11/11	TOW	GENERAL FUND	POLICE ADMINISTRATION	106.88
				TOTAL:	315.63
LAMPERTS YARDS INC-2602004	11/11/11	2 X 12'S & WOOD SHIMS	GENERAL FUND	LAKE IMPROVEMENT	115.84
	11/11/11	DOCK REPAIR	GENERAL FUND	LAKE IMPROVEMENT	27.93
	11/11/11	LUMBER FOR BOAT LANDING SI	GENERAL FUND	LAKE IMPROVEMENT	58.70
	11/11/11	BRUSHES	RECREATION	GOLF COURSE-GREEN	51.28
				TOTAL:	253.75
LAW ENFORCEMENT LABOR SERVICES INC #27	11/11/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	168.00
				TOTAL:	168.00
MARCO	11/11/11	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	45.77
	11/11/11	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	45.78
	11/11/11	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	19.47
	11/11/11	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	19.46
				TOTAL:	130.48
MARKS TOWING & REPAIR OF WORTHINGTON I	11/11/11	TOW VEHICLES FOR AUCTION	GENERAL FUND	POLICE ADMINISTRATION	281.50
	11/11/11	TOW	GENERAL FUND	POLICE ADMINISTRATION	64.13

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	TOW	GENERAL FUND	POLICE ADMINISTRATION	106.88
				TOTAL:	452.51
MEAD & HUNT INC	11/11/11	PROFESSIONAL SERVICES	AIRPORT	PROJECT #4	1,000.00
				TOTAL:	1,000.00
MINNESOTA COUNTY ATTORNEY'S ASSOC	11/11/11	FORMS	GENERAL FUND	SECURITY CENTER	59.85
	11/11/11	FORMS	GENERAL FUND	SECURITY CENTER	59.86
				TOTAL:	119.71
MINNESOTA ENERGY RESOURCES CORP	11/11/11	GAS SERVICE	GENERAL FUND	PAVED STREETS	16.90
	11/11/11	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	103.51
	11/11/11	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	230.63
	11/11/11	GAS SERVICE	WATER	O-DISTR MISC	14.57
	11/11/11	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	647.94
	11/11/11	GAS SERVICE	AIRPORT	O-GEN MISC	69.86
	11/11/11	GAS SERVICE	AIRPORT	O-GEN MISC	42.85
				TOTAL:	1,126.26
MINNESOTA POLLUTION CONTROL AGENCY	11/11/11	CAMPBELL SOUP REDEVELOPMEN	IMPROVEMENT CONST	ADI DEVELOPMENT	187.50
				TOTAL:	187.50
MINNESOTA STATE BOARD OF ACCOUNTANCY	11/11/11	LICENSE RENEWAL-OLSEN	GENERAL FUND	ACCOUNTING	148.50
	11/11/11	LICENSE RENEWAL-KOLANDER	GENERAL FUND	ACCOUNTING	148.50
				TOTAL:	297.00
MINNESOTA VALLEY TESTING LABS INC	11/11/11	SOIL SAMPLES TESTING	MUNICIPAL WASTEWAT	O-PURIFY MISC	152.00
				TOTAL:	152.00
MISCELLANEOUS V ARAGAW MIHRET K	11/11/11	STOP PAYMENT FEE	GENERAL FUND	NON-DEPARTMENTAL	30.00
ARAGAW MIHRET K	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	100.16
ARAGAW MIHRET K	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.25
LIBERTY TAX	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	209.79
LIBERTY TAX	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.12
MORALES GOMEZ JUAN	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	35.43
MORALES GOMEZ JUAN	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.06
XAYPHANTHO PHOUVIENG	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	151.77
XAYPHANTHO PHOUVIENG	11/11/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.48
				TOTAL:	468.06
MN CHILD SUPPORT PAYMENT CTR	11/11/11	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	294.46
MN DARE OFFICER'S ASSOCIATION	11/11/11	SUMMER DARE RETRAINING	GENERAL FUND	POLICE ADMINISTRATION	460.00
				TOTAL:	460.00
MOBILE ELECTRONIC SERVICE INC	11/11/11	REPAIRS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	160.00
				TOTAL:	160.00
NOBLES COOPERATIVE ELECTRIC	11/11/11	RANGE ELECTRICITY	GENERAL FUND	SECURITY CENTER	7.92
	11/11/11	RANGE ELECTRICITY	GENERAL FUND	SECURITY CENTER	7.47
				TOTAL:	15.39
NOBLES COUNTY AUDITOR/TREASURER	11/11/11	LONG DISTANCE	GENERAL FUND	POLICE ADMINISTRATION	537.83
	11/11/11	3RD QTR POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	515.40
	11/11/11	OCTOBER LEGAL SERVICES	GENERAL FUND	PROSECUTION	11,690.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	SOLID WASTE SEPTEMBER	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,270.00
	11/11/11	SOLID WASTE AUGUST	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,260.00
				TOTAL:	27,273.48
ONNEN MYRA	11/11/11	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	10.50
				TOTAL:	10.50
PEER ENGINEERING INC	11/11/11	PROFESSIONAL SERVICES	IMPROVEMENT CONST	ADI DEVELOPMENT	15,214.22
				TOTAL:	15,214.22
PEPSI COLA BOTTLING CO	11/11/11	MIX	LIQUOR	NON-DEPARTMENTAL	134.20
	11/11/11	MIX	LIQUOR	NON-DEPARTMENTAL	139.50
				TOTAL:	273.70
PHILLIPS WINE & SPIRITS INC	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,037.94
	11/11/11	WINE	LIQUOR	NON-DEPARTMENTAL	740.45
	11/11/11	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	990.00
				TOTAL:	1,788.39
PLUNKETTS PEST CONTROL INC	11/11/11	MICE TREATMENT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	213.75
				TOTAL:	213.75
QUALITY WINE & SPIRITS	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,891.94
				TOTAL:	1,891.94
RACOM CORP	11/11/11	2 NEW CHARGER CUPS	GENERAL FUND	POLICE ADMINISTRATION	95.63
				TOTAL:	95.63
REVIER PRESSURE WASHERS INC	11/11/11	PRESSURE WASHER PARTS, REP RECREATION		PARK AREAS	19.39
	11/11/11	PRESSURE WASHER PARTS, REP RECREATION		PARK AREAS	96.00
	11/11/11	PRESSURE WASHER PARTS, REP RECREATION		PARK AREAS	76.00
				TOTAL:	191.39
RUNNINGS SUPPLY INC-ACCT#9502440	11/11/11	BATTERIES, MOP HEAD	MUNICIPAL WASTEWAT	O-PURIFY MISC	37.90
	11/11/11	LIQUID NAILS	MUNICIPAL WASTEWAT	M-PURIFY MISC	3.51
				TOTAL:	41.41
RUNNINGS SUPPLY INC-ACCT#9502485	11/11/11	TORCH KIT	GENERAL FUND	PAVED STREETS	64.12
	11/11/11	HOSE	GENERAL FUND	ICE AND SNOW REMOVAL	1.06
	11/11/11	RIVETS, HARDWARE	RECREATION	PARK AREAS	18.77
	11/11/11	PARTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	89.45
	11/11/11	PARTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	10.68
	11/11/11	COUPLERS, PLUGS, KEYS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.86
	11/11/11	RETURNED PARTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	14.51
				TOTAL:	205.43
S & K TRUCK LINE INC	11/11/11	FREIGHT	LIQUOR	O-SOURCE MISC	331.25
	11/11/11	FREIGHT	LIQUOR	O-SOURCE MISC	691.25
	11/11/11	FREIGHT	LIQUOR	O-SOURCE MISC	668.75
	11/11/11	FREIGHT	LIQUOR	O-SOURCE MISC	506.25
				TOTAL:	2,197.50
SCHAAP SANITATION INC	11/11/11	MONTHLY GARBAGE SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	91.72
	11/11/11	MONTHLY GARBAGE SERVICE	GENERAL FUND	PAVED STREETS	87.41
	11/11/11	APPLIANCE REMOVAL	GENERAL FUND	CODE ENFORCEMENT	16.35
	11/11/11	MONTHLY GARBAGE SERVICE	COMMUNITY CTR/GRAN	COMMUNITY CENTER	44.36

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	MONTHLY GARBAGE SERVICE	RECREATION	GOLF COURSE-GREEN	148.67
	11/11/11	MONTHLY GARBAGE SERVICE	WATER	O-DISTR MISC	123.45
	11/11/11	MONTHLY GARBAGE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	182.79
	11/11/11	MONTHLY GARBAGE SERVICE	ELECTRIC	O-DISTR MISC	136.51
	11/11/11	MONTHLY GARBAGE SERVICE	LIQUOR	O-GEN MISC	107.90
	11/11/11	MONTHLY GARBAGE SERVICE	AIRPORT	O-GEN MISC	80.01
	11/11/11	SOLID WASTE-SEPTEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	61,190.84
	11/11/11	SOLID WASTE-SEPTEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	12,468.05
	11/11/11	SOLID WASTE-SEPTEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	61.83
	11/11/11	SOLID WASTE-SEPTEMBER	GARBAGE COLLECTION	CODE ENFORCEMENT	<u>3,998.50</u>
				TOTAL:	78,614.73
SCHWALBACH ACE HARDWARE-5930	11/11/11	FITTINGS	RECREATION	GOLF COURSE-CLUBHOUSE	8.53
	11/11/11	COUPLINGS	RECREATION	GOLF COURSE-GREEN	6.89
	11/11/11	CHALK, HOSE, WASHERS	RECREATION	GOLF COURSE-GREEN	7.56
	11/11/11	SUPPLIES	LIQUOR	O-GEN MISC	<u>46.43</u>
				TOTAL:	69.41
SCHWALBACH ACE #6067	11/11/11	CONCRETE MIX	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	25.61
	11/11/11	FASTENERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1.60
	11/11/11	WRENCHES	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	24.03
	11/11/11	OIL FOR SNOW THROWER	MUNICIPAL WASTEWAT	M-PURIFY MISC	<u>9.06</u>
				TOTAL:	60.30
SCHWICKERTS	11/11/11	FIRE STATION ROOF REPAIR	GENERAL FUND	FIRE ADMINISTRATION	<u>4,103.43</u>
				TOTAL:	4,103.43
SEW UNIQUE INC	11/11/11	UNIFORMS	GENERAL FUND	SECURITY CENTER	273.05
	11/11/11	UNIFORMS	GENERAL FUND	SECURITY CENTER	<u>273.06</u>
				TOTAL:	546.11
SHEEHAN MACK SALES/EQUIP INC	11/11/11	PARTS	GENERAL FUND	PAVED STREETS	624.09
	11/11/11	PARTS	GENERAL FUND	ICE AND SNOW REMOVAL	<u>624.10</u>
				TOTAL:	1,248.19
SHINE BROS CORP OF MN	11/11/11	SANDER PARTS	GENERAL FUND	ICE AND SNOW REMOVAL	79.74
	11/11/11	BULK STEEL	WATER	O-DIST UNDERGRND LINES	<u>13.09</u>
				TOTAL:	92.83
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	11/11/11	CDAP-09-0075-O-FY10 9	SMALL CITIES GRANT	SW MN HOUSING	<u>2,376.00</u>
				TOTAL:	2,376.00
SOUTHWEST REGIONAL DEVELOPMENT COMM	11/11/11	AIRPORT ZONING ORDINANCE	AIRPORT	O-GEN MISC	<u>480.00</u>
				TOTAL:	480.00
ST MARYS CHURCH	11/11/11	REFUND SHELTER DEPOSIT	RECREATION	NON-DEPARTMENTAL	<u>40.00</u>
				TOTAL:	40.00
STAG CLOTHIERS	11/11/11	UNIFORM ALTERATIONS	GENERAL FUND	POLICE ADMINISTRATION	<u>32.21</u>
				TOTAL:	32.21
ROBIN STOYKE	11/11/11	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>54.72</u>
				TOTAL:	54.72
TRAVEL EXPRESS	11/11/11	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	<u>96.00</u>
				TOTAL:	96.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRI-STATE RENTAL CENTER	11/11/11	LOCATOR	RECREATION	GOLF COURSE-GREEN	10.69
				TOTAL:	10.69
VANTAGEPOINT TRANSFER AGENTS-457	11/11/11	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	11/11/11	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
VERIZON WIRELESS	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	45.05
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	45.05
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ADMINISTRATION	54.54
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ADMINISTRATION	54.54
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	68.18
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	68.18
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	34.33
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	34.33
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	703.59
	11/11/11	COMPUTER AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	364.28
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	61.36
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	61.36
	11/11/11	COMPUTER AIR CARDS	GENERAL FUND	SECURITY CENTER	286.22
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	PAVED STREETS	68.18
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	PAVED STREETS	68.18
	11/11/11	WIRELESS PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	48.41
	11/11/11	WIRELESS PHONE SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	425.09
	11/11/11	WIRELESS PHONE SERVICE	RECREATION	PARK AREAS	34.09
	11/11/11	WIRELESS PHONE SERVICE	RECREATION	PARK AREAS	34.09
	11/11/11	WIRELESS PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	34.09
	11/11/11	WIRELESS PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	34.09
	11/11/11	WIRELESS PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.36
	11/11/11	WIRELESS PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.36
				TOTAL:	2,697.95
VETERINARY MEDICAL CTR PA	11/11/11	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	43.70
				TOTAL:	43.70
VINOCOPIA INC	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,636.50
				TOTAL:	1,636.50
WAL MART BUSINESS	11/11/11	CAMERA & BATTERIES	GENERAL FUND	POLICE ADMINISTRATION	152.44
	11/11/11	CUPS, KLEENEX, KITCHEN SCR	GENERAL FUND	SECURITY CENTER	4.45
	11/11/11	CUPS, KLEENEX, KITCHEN SCR	GENERAL FUND	SECURITY CENTER	4.46
				TOTAL:	161.35
WATCHGUARD VIDEO	11/11/11	WIRELESS MICROPHONE BATTER	GENERAL FUND	POLICE ADMINISTRATION	52.37
				TOTAL:	52.37
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	11/11/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,809.74
	11/11/11	WINE	LIQUOR	NON-DEPARTMENTAL	5,106.72
	11/11/11	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	376.08
				TOTAL:	6,540.38
WORTHINGTON AUTO SUPPLY	11/11/11	BATTERY	GENERAL FUND	POLICE ADMINISTRATION	89.71
				TOTAL:	89.71
WORTHINGTON EXCAVATING INC	11/11/11	CLEAN DITCH BY ECHO	STORM WATER MANAGE	STORM DRAINAGE	997.62
	11/11/11	CLEAN DITCH BY ECHO	STORM WATER MANAGE	STORM DRAINAGE	192.38

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/11/11	CLEAN DITCH BY ECHO	STORM WATER MANAGE	STORM DRAINAGE	<u>180.00</u>
				TOTAL:	1,370.00
WORTHINGTON PLUMBING & HEATING	11/11/11	PLUMBING REPAIR	RECREATION	GOLF COURSE-CLUBHOUSE	<u>69.50</u>
				TOTAL:	69.50
WORTHINGTON POWER & EQUIP INC	11/11/11	POLE SAW PART	RECREATION	TREE REMOVAL	<u>9.38</u>
				TOTAL:	9.38

----- FUND TOTALS -----

101	GENERAL FUND	41,533.44
202	COMMUNITY CTR/GRANTS	44.36
204	SMALL CITIES GRANT	2,376.00
207	PD TASK FORCE	499.89
229	RECREATION	3,073.38
231	ECONOMIC DEV AUTHORITY	1,661.53
401	IMPROVEMENT CONST	16,112.60
601	WATER	23,312.67
602	MUNICIPAL WASTEWATER	1,281.29
604	ELECTRIC	634.57
605	INDUSTRIAL WASTEWATER	725.00
606	STORM WATER MANAGEMENT	1,417.69
609	LIQUOR	52,726.33
612	AIRPORT	1,834.60
614	MEMORIAL AUDITORIUM	1,794.20
873	GARBAGE COLLECTION	77,595.56
878	WASTE MANAGEMENT COLL	14,530.00
882	TOURISM PROMOTION	12,925.48
GRAND TOTAL:		254,078.59
