

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, November 26, 2012

City Hall Council Chambers

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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 November 13, 2012

2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

a. Water and Light Commission Minutes of Regular Meeting November 19, 2012

3. a. CITY COUNCIL BUSINESS - WHITE (ADMINISTRATION)

Consent Agenda Case Items

1. 2013 License Renewals

2. Application for Off-Sale Beer License - Food-N-Fuel

4. 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 - ADMINISTRATION (WHITE)

Case Items

1. Post-Issuance Debt Compliance Policy Adoption
2. Authorize Issuance and Award Sale of \$2,590,000 General Obligation Bond, Series 2012A and \$2,700,000 General Obligation Sales Tax Revenue Bond, Series 2012B
3. Minnesota West Lease of the Old Fire Hall
4. Amendment to the Agreement with the YMCA for Services Related to the Center for Active Living
5. Third Reading Proposed Ordinance Vacating Part of a Public Utility Easement
6. Third Reading Proposed Ordinance Extending the Corporate Limits of the City of Worthington
7. Second Reading Proposed Ordinance Amending Title V, Chapter 54, Section 54.04 (C) of the Worthington City Code - Storm Sewer Utility Rates
8. Second Reading Proposed Ordinance Change of Zone - 3.8 Acres at East End of Eleanor Street
9. Second Reading Proposed Ordinance Amending Title XV of the City Code of Worthington, Nobles County, Minnesota - Major Educational Land Uses
10. Second Reading Proposed Ordinance - Text Amendment (Petroleum Bulk Storage)
11. December 24th City Hall Closing

F. CITY COUNCIL BUSINESS -ENGINEERING (BLUE)

Case Items

1. Proposed 2013 Sewer Service Charges
2. Professional Services Contract for Wastewater Treatment Plant Improvements

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

Case Items

1. Change Order #3 - Worthington Center (YMCA)
2. Worthington HRA Housing Project Presentation

H. COUNCIL COMMITTEE REPORTS

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

I. CITY ADMINISTRATOR REPORT

J. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, NOVEMBER 13, 2012**

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: Julia Berger.

The Pledge of Allegiance was recited.

HONORARY COUNCIL MEMBER

Mayor Oberloh introduced Julia Berger as the Honorary Council Member for the months of November and December 2012 and January 2013.

AGENDA CLOSED WITH ADDITION

Staff requested the addition of item 4.a.(3) *Application for Wine and Beer License* to the agenda, and distributed information from the Nominating Committee for item E.7.

The motion was made by Council Member Nelson, seconded by Council Member Kuhle and unanimously carried to close the agenda with the requested item.

CONSENT AGENDA APPROVED

The motion was made by Council Member Ten Haken, seconded by Council Member Wood and unanimously carried to approve the Consent Agenda as follows:

- City Council Minutes of Regular Meeting October 22, 2012 and Special Meeting October 30, 2012
- Minutes of Boards and Commissions - Water and Light Commission Minutes of November 5, 2012; Worthington Housing and Redevelopment Authority Board of Commissioners Minutes of September 13, 2012 and Special Meeting of September 19, 2012; Worthington Area Convention & Visitors Bureau Board of Directors Minutes of September 24, 2012; Worthington Traffic and Safety Committee Minutes of October 31, 2012; Planning Commission/Board of Appeals Minutes of November 7, 2012; City of Worthington Board of Canvass Minutes of November 9, 2012
- Municipal Liquor Store Income Statement for the Period January 1, 2012 through October 31, 2012
- Application from the Retail Committee of the Worthington Area Chamber of Commerce to block Tenth Street from First Avenue to Sixth Avenue for their 2012 Holiday Parade from 3:00 p.m. to 8:00 p.m. on Tuesday, November 20th
- Approved the modified position guidelines for the Administrative Secretary for Engineering and Community/Economic Development
- Approved an application from Debra Petersen, BenLee's Bros. Café, for an On-Sale Wine License (license period December 2, 2012 through June 30, 2012) and an On-Sale Beer

- License (license period December 1, 2012 through December 31, 2013)
- Approved the following changes in parking restrictions as recommended by the Traffic and Safety Committee following their October 31, 2012 meeting:
 1. Change the loading zone in front of Frontier Communications at 1111 Third Avenue to a 15 minute zone
 2. Change the unrestricted day time parking along the northeast side of Park Lane between Third and Fourth Avenue from No Parking 1:00 a.m. to 6: a.m. to 15 minute parking
- Approved the street light fund budget which requires no change in the amount of the monthly special service charge for street lighting
- Bills payable and totaling \$2,000,740.10 be ordered paid

2013 AGREEMENT WITH DAKOTA GOLF MANAGEMENT FOR PRAIRIE VIEW CLUBHOUSE OPERATIONS AND 2013 RATE STRUCTURE AT PRAIRIE VIEW GOLF LINKS APPROVED EXCLUDING DAILY RATES

Council considered the proposed 2013 agreement with Dakota Golf Management for Prairie View Clubhouse operations and the proposed 2013 rate structure. Craig Clark, City Administrator, noted there were two changes from the previous agreement. The first moved DGM into a more advisory role regarding the grounds operations, and the second addresses staffing costs if the clubhouse opens prior to April 1st that provides financial incentives to DGM.

Council discussed the proposed 2013 rate structure with Tom Jansa of Dakota Golf, which are similar to the 2012 rates.

Following discussion, the motion was made by Council Member Wood and seconded by Council Member Ten Haken to approve the 2013 Management Contract and the 2013 Prairie View rate structure as presented. Council Member Kuhle suggested we need to look at raising rates to avoid a potential large future increase, and because our levy increases each year.

Following additional discussion, Council Member Wood amended his motion to approve Contract and the 2013 Rate Structure excluding the daily rates until discussed at a future meeting. Council Member Ten Haken seconded the amended motion and it was unanimously carried.

EXPENDITURE APPROVED FOR LANDSCAPING AT MEMORIAL AUDITORIUM

The motion was made by Council Member Woll, seconded by Council Member Nelson and unanimously carried to approve a request from the Memorial Auditorium Advisory Board for a \$5,000 expenditure to come from the Jim and Florence Vance Trust donation for the following landscape changes at the Memorial Auditorium to resolve ongoing erosion and drainage issues:

- Landscape wall built out around the existing maple tree
- filling in black dirt in two places abutting the building that have seen significant erosion
- covering the black dirt with cloth and rock
- burying the sump pump line and extending it to the east parking lot
- adjusting the down spouts to divert the water flow

A proposal for the work was received from Jim Nelsen, Jim Nelsen Landscaping.

SECOND READING PROPOSED ORDINANCE TO ANNEX PROPERTY

Pursuant to published notice, this was the time and date set for a second reading of a proposed ordinance to annex the following legally described property into the corporate limits of the city of Worthington:

That part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 102 North, Range 39 West, Nobles County, Minnesota, described as follows:

Commencing at the North Quarter corner of said Section 30; thence on an assumed bearing of North 90 degrees 00 minutes East, along the north line of said section, a distance of 275.00 feet to the Northwest corner of Tract 3 as recorded in Doc. No. 267428; thence South 0 degrees 01 minutes 30 seconds East, along the west line of said tract, a distance of 163.90 feet to the point of the tract to be described; thence North 89 degrees 58 minutes 30 seconds East a distance of 100.00 feet; thence South 0 degrees 01 minutes 30 seconds East, a distance of 65.09 feet; thence South 89 degrees 58 minutes 30 seconds West, a distance of 100.00 feet to the west line of said Tract 3 as recorded as Doc. No. 267428; thence North 0 degrees 01 minutes 30 seconds West, along said west line, a distance of 65.09 feet to the point of beginning.

The motion was made by Council Member Woll, seconded by Council Member Kuhle and unanimously carried to give a second reading to the proposed ordinance.

SECOND READING PROPOSED ORDINANCE VACATING PART OF A PUBLIC UTILITY EASEMENT - MORNING VIEW FIRST ADDITION

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance to vacate part of a public utility easement as follows:

The following described portion of the platted public utility easement in Lot 2, Block 1, Morning View First Addition, City of Worthington, Nobles County, Minnesota, be vacated:

The west 10.00 feet Lot 2, Block 1, Morning View First Addition, City of Worthington, Nobles County, Minnesota, except the north 10.00 feet thereof.

The motion was made by Council Member Ten Haken, seconded by Council Member Woll and unanimously carried to give a second reading to the proposed ordinance.

REQUEST FOR GIFT REIMBURSEMENT DENIED

Council Member Ten Haken represented the City at Cuero, Texas for Turkey Fest, and requested a discussion on reimbursement for the gift he presented to the Mayor of Cuero, as he was under the impression that he was representing the City with the gift. Staff noted that such gifts have not previously been reimbursed, but were felt to be from the city representative as a thank you for the hospitality they receive while in Cuero. Consensus was that there should not be reimbursement for the gift, however, the possibility of per diem for the trip will be addressed after the first of the year.

PAID TIME OFF (PTO)/COMPENSATORY TIME POLICY AUTHORIZING DONATION TO OTHER EMPLOYEES

Staff presented a Paid Time Off (PTO)/compensatory time sharing policy for Council consideration. The policy would allow authorization for employees to donate/receive paid time off and/or compensatory time on an hour for hour basis, for employees dealing with a long term illness. A donor can transfer no more than 24 hours and the recipient employee can receive up to 160 hours. Approval is at the discretion of the City Administrator and the General Manager of Utilities. There have been previous instances approved by Council.

The motion was made by Council Member Wood, seconded by Council Member Nelson and unanimously carried to adopt the Paid Time Off (PTO)/Compensatory Time Policy to Authorize Donation to Other Employees.

NOMINATING COMMITTEE RECOMMENDATIONS FOR COMMITTEE APPOINTMENTS/REAPPOINTMENTS

The Nominating Committee met on Tuesday, November 13, 2012 and were making the following recommendations to Council for Committee appointment/reappointments:

Golf Advisory Board -

Carl Nagel - for a three year term to replace Stan Alm who declined to serve a second term, term to expire March, 2014

Memorial Auditorium Advisory Board-

Mara Jirele - for a three year term to replace Bernice Camery, who is not eligible for another term, term to expire August, 2015

Julie Nystrom - for a three year term to replace Bob Petrich who is not eligible for another term, term to expire August, 2015

Nominating Committee -

Darlene Macklin - for a five year term to replace Mike Harmon who is not eligible for another term, term to expire December, 2017

Public Arts Commission -
(new committee)

Mary Thompson - two year term
Beth Habicht - one year term
Gail Holinka - three year term
Kelly Henkels - three year term
Scott Kraft - two year term
Antonio Madrigal (Student Council Member)
City Council Member (to be determined) - one year term

The motion was made by Council Member Woll, seconded by Council Member Wood and unanimously carried to approve the Committee appointments/reappointments as recommended by the Nominating Committee.

CITY OF WORTHINGTON 2013 LEGISLATIVE PRIORITIES APPROVED

The motion was made by Council Member Ten Haken, seconded by Council Member Woll and unanimously carried to approve the City of Worthington 2013 Legislative Priorities as follows:

- Intern Tax Credit Program
- New Employees Job Training Program Tax Credit
- Angel Investment Tax Credit
- Bonding for Infrastructure Development
- Interchange Program
- Performance Rewards on Fast Investment Today (PROFIT)
- Public Safety Armer
- Trail Development
- This Old House

APPROVAL OF STORM SEWER FUND BUDGET AND FIRST READING PROPOSED ORDINANCE AMENDING STORM SEWER UTILITY RATES

Staff presented the 2013 storm sewer fund budget as amended and directed by Council at its October 30, 2012 meeting. The budget requires \$553,591 in utility operating revenue, which is \$22,255 more

\$22,255 more than 2012. The rate increase required to generate the revenue is 3.95%. Staff also presented a proposed ordinance establishing the annual fee per acre for residential at \$237.00 from the current \$228.00 per acre as follows:

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 \$237.00.

The per acre rates for land uses other than residential (1 through 3 units) are as follows:

<u>Land Use</u>	<u>2012 Rate/Acre</u>	<u>2013 Rate/Acre</u>
Commercial	\$38.19	\$39.70
Industrial	\$31.73	\$32.98
Multi-Family	\$28.12	\$29.23
Institutional	\$38.19	\$39.70

The motion was made by Council Member Woll, seconded by Council Member Kuhle and unanimously carried to approve the 2013 Storm Sewer Fund Budget and give a first reading to the proposed ordinance.

RESOLUTION NO. 3510 ADOPTED RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

Council reviewed a feasibility report on the improvement of property proposed to be platted as Morning View Second Addition by extension of the municipal storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system, as follows:

All that part of the Northeast Quarter of the Southeast Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 13; thence South 00 degrees 13 minutes 55 seconds East (assumed bearing) on the east line of the Southeast Quarter of said Section 13, a distance of 300.41 feet to a point on the southerly right-of-way line of Interstate Highway No. 90, said point also being the point of beginning; thence South 00 degrees 13 minutes 55 seconds East on said east line, 314.70 feet to the northeast corner of Lot 1, Block 2, MORNING VIEW FIRST ADDITION, according to the recorded plat thereof; thence South 89 degrees 46 minutes 05 seconds West on the north line of said Lot 1, a distance of 153.00 feet

to the northwest corner of said Lot 1; thence South 00 degrees 13 minutes 55 seconds East on the west line of said Lot 1, a distance of 16.03 feet to a point on the easterly extension of the north line of Block 1, said MORNING VIEW FIRST ADDITION; thence North 89 degrees 07 minutes 32 seconds West on said easterly extension and on the north line of said Block 1, a distance of 333.38 feet to the northwest corner of Lot 1, said Block 1, said point also being a point on the east line of DANO ADDITION, according to the recorded plat thereof; thence North 00 degrees 18 minutes 33 seconds West on said east line, 350.38 feet to the northeast corner of said DANO ADDITION, said point also being a point on the southerly right-of-way line of Interstate Highway No. 90; thence easterly 185.51 feet, not tangent to previous line, on said southerly right-of-way line and on a 68938.94 foot radius curve to the left having a central angle of 00 degrees 09 minutes 15 seconds and a 185.51 foot chord that bears South 89 degrees 21 minutes 51 seconds East; thence South 85 degrees 48 minutes 50 seconds East, not tangent to previous curve, on said southerly right-of-way line, 302.21 feet to the point of beginning.

AND

Lots 1, 2, and 3, Block 1, MORNING VIEW FIRST ADDITION, according to the recorded plat thereof, City of Worthington, Nobles County, Minnesota.

The motion was made by Council Member Woll, seconded by Council Member Wood and unanimously carried to adopt the following Resolution receiving report and calling for hearing on the proposed improvement:

RESOLUTION NO. 3510

RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

The public hearing at 7:00 p.m. on Monday, December 10, 2012 at the regular City Council meeting.

FIRST READING PROPOSED ORDINANCE FOR CHANGE OF ZONE - 3.8 ACRES AT EAST END OF ELEANOR STREET

Southwest Minnesota Housing Partnership (SMHP) was seeking to rezone 3.8 acres of land it owns at the east end of Eleanor Street from its current "TZ"- Transitional Zone to "R-2" - One Family Low Density Residential. The rezoning will allow for their proposed 14 lot single family residential development. The Planning Commission considered the preliminary plat at their November 7, 2012 meeting, and after holding a public hearing, voted unanimously to recommend Council approval of the change of zone by ordinance. The subject property is legally described as follows:

The following legally described area, presently included in the "TZ" district, shall henceforth be included in the "R-2" district:

All that part of the Northeast Quarter of the Southeast Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 13; thence South 00 degrees 13 minutes 55 seconds East (assumed bearing) on the east line of the Southeast Quarter of said Section 13, a distance of 300.41 feet to a point on the southerly right-of-way line of Interstate Highway No. 90, said point also being the point of beginning; thence South 00 degrees 13 minutes 55 seconds East on said east line, 314.70 feet to the northeast corner of Lot 1, Block 2, MORNING VIEW FIRST ADDITION, according to the recorded plat thereof; thence South 89 degrees 46 minutes 05 seconds West on the north line of said Lot 1, a distance of 153.00 feet to the northwest corner of said Lot 1; thence South 00 degrees 13 minutes 55 seconds East on the west line of said Lot 1, a distance of 16.03 feet to a point on the easterly extension of the north line of Block 1, said MORNING VIEW FIRST ADDITION; thence North 89 degrees 07 minutes 32 seconds West on said easterly extension and on the north line of said Block 1, a distance of 333.38 feet to the northwest corner of Lot 1, said Block 1, said point also being a point on the east line of DANO ADDITION, according to the recorded plat thereof; thence North 00 degrees 18 minutes 33 seconds West on said east line, 350.38 feet to the northeast corner of said DANO ADDITION, said point also being a point on the southerly right-of-way line of Interstate Highway No. 90; thence easterly 185.51 feet, not tangent to previous line, on said southerly right-of-way line and on a 68938.94 foot radius curve to the left having a central angle of 00 degrees 09 minutes 15 seconds and a 185.51 foot chord that bears South 89 degrees 21 minutes 51 seconds East; thence South 85 degrees 48 minutes 50 seconds East, not tangent to previous curve, on said southerly right-of-way line, 302.21 feet to the point of beginning.

The motion was made by Council Member Woll, seconded by Council Member Wood and unanimously carried to give a first reading to the proposed ordinance.

PRELIMINARY PLAT APPROVED - MORNING VIEW SECOND ADDITION

The Southwest Minnesota Housing Partnership was seeking preliminary plat approval of Morning View Second Addition, a 14 lot residential subdivision located at the east end of Eleanor Street, on 4.52 acres of land. The Planning Commission considered the preliminary plat at its November 7, 2012 meeting, and after holding a public hearing, voted unanimously to recommend Council approval of the preliminary plat of Morning View Second Addition contingent upon the following:

1. Council's order to proceed with the public improvements petitioned for by the Developer.

2. The applicant grants the following easements:
 - A 10' easement along the west property line of Lot 8, Block 2 and Outlot A;
 - A 10' easement along the east property line of Lot 2, Block 1 and Lot 2, Block 2; and
 - A 10' easement along the north property line of all of Block 1, Outlot A, and Lots 5, 6, 7, and 8, Block 2

The motion was made by Council Member Nelson, seconded by Council Member Wood and unanimously carried to approve the preliminary plat - Morning View Second Addition.

FIRST READING PROPOSED ORDINANCE - TEXT AMENDMENT (MAJOR EDUCATIONAL LAND USES)

Current zoning ordinance only allows for "Major Educational" land use to take place in "I" - Institutional and "R-5" - Multi-Family zoning districts. Major Educational is defined as colleges, universities, and seminaries including accessory services such as book stores, computer service centers, fraternity and sorority houses, dormitories, etc. With only two "I" districts and very limited land zoned "R-5", it is staff's opinion that current prevents higher education opportunities from occurring in other potentially acceptable areas.

The Planning Commission and City staff suggested that Major Educational land uses be identified as permitted by special use in the "R-4" Medium Density Residential, "B-2" Central Business District, "B-3" General Business District, "B-4" Shopping Center District. The Planning Commission held a public hearing on the proposed text amendment at its November 7, 2012 meeting, and voted unanimously to recommend Council approval by adoption of an ordinance amending Title XV, Section 155, Table 5 (Schedule of Use Regulations) of the Worthington City Code as follows:

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

Letter V - Major Educational be amended to allow the land use group as a special use permit in the "R-4" - Medium Density Residential, "B-2" - Central Business, "B-3" - General Business, and "B-4" - Shopping Center Districts.

The motion was made by Council Member Woll, seconded by Council Member Wood and unanimously carried to give a first reading to the proposed ordinance.

FIRST READING PROPOSED ORDINANCE - TEXT AMENDMENT (PETROLEUM BULK STORAGE)

Staff was directed to explore possible ways to extend the current zoning ordinance to allow

petroleum bulk storage opportunities beyond the currently allowed "M-2" district. Working with the Planning Commission, a text amendment was drafted that creates a definition for petroleum bulk storage, establishes a petroleum bulk storage land use group, and identifies the district in which the new land use group would be allowed by special use. The amendment would allow petroleum bulk storage businesses that cumulatively have less than 125,000 gallons on site to be allowed by special use in the "M-1" district. The Planning Commission held a public hearing on the proposed amendment at its November 7, 2012 meeting, and voted unanimously to recommend Council approval by adopting an ordinance amending Title XV, Section 155.010 of the City Code as follows:

Section I.

That Worthington City Code, Title XV, Section 155.010, shall be amended to include the following definition:

Petroleum Bulk Storage - The storage of chemicals, petroleum products, or hazardous materials in above ground tanks designed for subsequent sale for wholesale distribution or mass consumption off-premise.

Section II.

That Worthington City Code, Title XV, Section 155.010, Table 5 (Schedule of Use Regulations), shall be amended as to read:

BB. Manufacturing, Heavy - The manufacturing of acetylene in excess of 15 pounds pressure psi; and acid; asbestos; asphalt and concrete mixing but not manufacturing; automobile assembly; bleaching, cleaning and dyeing plant brewing or distilling of liquors; brick, pottery, tile and terra cotta manufacturing; petroleum bulk storage in excess of 125,000 gallons cumulatively; candle or sperm oil manufacturing; disinfectant, insecticide or poison manufacturing; crematory; cooperage works dextrine, starch or glucose manufacturing; emery cloth or sandpaper manufacturing; felt manufacturing; flour or grain mill; forge or foundry works; hair or hair products manufacturing; lime or lime products manufacturing; linoleum, oil cloth or oiled goods manufacturing; match manufacturing; meat packing, stockyards or slaughterhouses; paper and pulp manufacturing; perfume manufacturing; pickle sauerkraut or sausage manufacturing; plaster manufacturing; poultry slaughterhouse, including packing and storage for wholesale; printing ink manufacturing; radium products; sewage treatment plant; shoddy manufacturing; shoe blacking or polish manufacturing; steel fabrication; steam power plant, except where accessory to a permitted principal use; and stone and monument works.

KK. Petroleum Bulk Storage - Storage of less than 125,000 gallons cumulatively.

Section III.

That Worthington City Code, Title XV, Section 155, Table 5 (Schedule of Use Regulations), shall establish the following:

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

KK. Petroleum Bulk Storage shall be permissible by special use the "M-1" -Light Manufacturing District.

The motion was made by Council Member Wood, seconded by Council Member Kuhle and unanimously carried to give a first reading to the proposed ordinance.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - Held a conference call today with representatives from Ehlers and Standard and Poors regarding the City's bond rating - we've had pretty favorable reviews over the past few years and are looking for another. Tomorrow starts the CGMC fall conference which he will attend along with Mr. Clark.

Council Member Ten Haken - Attended an ATP meeting and an SRDC meeting this past week - talked about how changing rules have affected projects and programs.

Council Member Kuhle - Cable 3 has installed a lot of new equipment that should result in better quality - trying to expand their coverage.

Council Member Nelson - HRA meeting, they're in the second round of interviews for the Director's job and will be meeting to work on some budget issues.

Council Member Wood - Transportation - they've looked at how to partner with four counties - will have a bus transportation system that will run from here to Luverne to Pipestone to Slayton and back to here twice a day.

Council Member Woll - Event Center Design Committee reviewed several graphic arts designs and narrowed the search down to select a logo. Took a tour of the Center for Active Living - was enthusiastically received.

CITY ADMINISTRATOR REPORT

Craig Clark, City Administrator, reminded Council that they previously cancelled the last meeting in December as it would have fallen on Christmas Eve, and have instead selected December 17th for a meeting if necessary. Work is progressing on policies and procedures for the Center for Active Living, and also working on an endorsing resolution and policies for Complete Streets.

ADJOURNMENT

The motion was made by Council Member Wood, seconded by Council Member Woll and unanimously carried to adjourn the meeting at 8:37 p.m.

Worthington City Council
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Janice Oberloh, MCMC
City Clerk

UNAPPROVED

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING NOVEMBER 19, 2012

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 Randy Thompson with the following members present: James Elsing, Gary Hoffmann and Kevin Donovan. Absent was Ron Wood (excused).

Staff members present were Scott Hain, General Manager; Deb Scheidt, Secretary to the Commission; Eric Roos, Water Superintendent (arrived at 7:35 a.m.)

Others present: None

AGENDA ADDITIONS/CLOSURE

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

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Donovan, seconded by Commissioner Hoffmann and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held November 5, 2012.

FINANCIAL STATEMENTS AND STAFF REPORTS

A motion was made by Commissioner Elsing, seconded by Commissioner Hoffmann and unanimously carried to accept the financial statements and the staff reports for October 2012.

WASTEWATER DEPARTMENT 2013 STRATEGIC FINANCIAL PLAN

Scott Hain, General Manager, presented the 2013 Wastewater Department Strategic Financial Plan to the Commission. The plan included the Worthington Public Utilities purchasing policy, the Wastewater 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.

Mr. Hain reported that the total proposed expenditures contained in the 2013 budget, less the proposed use of reserve funding, netted a \$2,907 (0.14%) increase in rate-funded revenue requirements for 2013. In order to generate adequate revenue to fund expenditures contained in the 2013 budget, it was proposed that the monthly connection charge increase from \$15.16 to \$15.23 and that the usage rate decrease from \$3.01 to \$2.999 per 1,000 gallons. The net effect of the proposed rate change to a customer using 6,000 gallons of water would be no change in their

monthly sewer bill from 2012. Customers using 2,000 gallons of water per month would see a \$0.05 (0.23%) increase in their monthly bill and customers using 20,000 gallons of water would see a \$0.15 (0.20%) decrease in their monthly bill.

After discussion, a motion was made by Commissioner Donovan, seconded by Commissioner Hoffmann and unanimously carried to approve the 2013 Wastewater Department Strategic Financial Plan as presented.

2013 SEWER SERVICE CHARGE SYSTEM

Pursuant to City Ordinance, the City Council must formally adopt changes to the Sewer Service Charge System at least thirty days prior to any adjustments becoming effective. A copy of the Sewer Service Charge System was provided to Commission members for their review which included the proposed 2013 sewer rates as presented in the 2013 Wastewater Department budget.

After a brief review, a motion was made by Commissioner Elsing, seconded by Commissioner Donovan and unanimously carried to recommend to the City Council that they adopt the 2013 Sewer Service Charge System as presented.

FRIDAY AFTER THANKSGIVING

Following action taken by the City Council at their July 9, 2012, regular meeting, a motion was made by Commissioner Donovan, 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 23, 2012.

UPDATE ON WASTEWATER DECHLORINATION IMPROVEMENTS

Scott Hain, General Manager provided the Commission with an update on the dechlorination improvement project at the municipal wastewater treatment facility. Mr. Hain informed the Commission that staff had received two proposals for engineering services relating to the final design, bidding and construction phases for necessary improvements to both the municipal and the industrial wastewater treatment plants. Based upon the proposals, staff recommended proceeding with the firm of Donohue Associates.

The Commission indicated concurrence with City Council action to enter into an agreement with Donohue Associates with the cost for services to be split between the municipal and industrial wastewater funds as outlined in Donohue's proposal.

MINNESOTA DEPARTMENT OF HEALTH 2012 WATER FLUORIDATION QUALITY AWARD

Scott Hain, General Manager, reported that Worthington Public Utilities is the recipient of a Water Fluoridation Quality Award from the United States Centers for Disease Control and

Prevention. The award recognizes water systems that adjust the fluoride concentration in drinking water and achieve a monthly average fluoride level that is in the optimal range for 12 months of a calendar year.

UPDATE ON WATER RELATED ITEMS

Scott Hain, General Manager, presented the Commission with an update on water related items including current static well levels at the Lake Bella wellfield, the status of the interconnection with Lincoln Pipestone Rural Water, the recent meeting with the Minnesota Department of Natural Resources regarding the proposed permanent closure of the diversion from the Herlein-Boote slough toward Worthington and recent discussions with the Okabena-Ocheda Watershed District regarding the possibility of moving water from Lake Ocheda toward Lake Bella.

SUBSTATION TIE TRANSMISSION PROJECT UPDATE

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

UTILITY BILLS PAYABLE

A motion was made by Commissioner Hoffmann, seconded by Commissioner Donovan and unanimously carried to approve the utility bills payable totaling \$156,848.23 for November 2, November 9 and November 16, 2012.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to adjourn the meeting at 8:36 A.M., CST. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

ADMINISTRATIVE SERVICES MEMO

DATE: NOVEMBER 21, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. 2013 LICENSE RENEWALS

The following 2013 license renewal applications have been received:

On-Sale Beer

2013 - 1	Long Branch Saloon - 206 Tenth Street
2013 - 2	Pizza Hut #2747, 1551 N. Humiston Avenue
2013 - 3	Panda House - 913 Fourth Avenue
2013 - 4	The Ground Round Grill & Bar - P.O. Box 1029/1290 Ryans Road
2013 - 5	Hickory Lodge Bar & Grill, LLC - 2015 N. Humiston Avenue
2013 - 6	Fraternal Order of Eagles #3282 - 205 Oxford Street
2013 - 7	Tacos Lupe - 415 Ninth Street
2013 - 8	Tsehaytu Agre Café & Restaurant - 304 Tenth Street
2013 - 9	Worthington Country Club - 851 W. Oxford Street
2013 - 10	Boondok's - 107 12 th Street
2013 - 11	El Azteca Restaurant - 223 Tenth Street

Off-Sale Beer

2013 - 1	Travel Express - 2021 Highway 59 N/Box 158
2013 - 2	Fareway Stores, Inc. - 1028 Ryan's Road
2013 - 3	Interstate Cenex - 1710 N. Humiston Avenue
2013 - 4	Hy-Vee Food Store - 1235 Oxford Street
2013 - 5	Top Asian Food Store - 312 Tenth Street
2013 - 6	Casey's General Store #1686 - 1704 Oxford Street
2013 - 7	Casey's General Store #2166 - 1007 Oxford Street
2013 - 8	Worthington Travel Plaza, 2411 Highway 60 NE
2013 - 9	Wal-Mart - 1055 Ryan's Road
2013 - 10	Bob & Steve's Shell - 1408 Oxford Street
2013 - 11	Sterling Drug - 511 Tenth Street
2013 - 12	El Mexicano #3 - 310 Tenth Street
2013 - 13	Long Branch Saloon - 206 Tenth Street
2013 - 14	La Azteca Grocery Store

Dance

2013-1 Hickory Lodge Bar & Grill

2013-2 Fraternal Order of Eagles #3282 - 205 Oxford Street
2013-3 VFW Post 3958, 1117 Second Avenue

Pawn Shop

2013-1 Pawn-It, Inc. - Vance Francis Johanning, 1730 Oxford Street

All of the required forms, insurance updates and fees have been received. Council action is requested to approve the 2013 License renewals as presented.

2. APPLICATION FOR OFF-SALE BEER LICENSE - FOOD-N-FUEL

Application has been received for an Off-Sale Beer license from Cho Van Lo, dba Food-N-Fuel, 907 Diagonal Road for the license period December 1, 2012 through December 31, 2013. The required paperwork and fees have been received, and a background check has been completed.

Council action is requested to approve the Off-Sale Beer License.

CASE ITEMS

1. POST-ISSUANCE DEBT COMPLIANCE POLICY ADOPTION

All issuers of tax-exempt bonds are required to file IRS Form 8038-G upon issuance. Late last September, the IRS revised this form, adding line items 43 (which deals with private use), 44 (which deals with arbitrage) and 45 a and b (which deals with reimbursement of prior expenditures). Issuers want to be able to check lines 43 and 44 in the positive and fill out lines 45 a and b correctly. Adoption, implementation and execution of the policies and procedures enables them to check the boxes to line items 43 and 44. Failure to check the box may trigger an examination.

Exhibit 1 is a Post-Issuance Debt Compliance Policy which, if adopted, would satisfy the aforementioned requirements. *Exhibit 2* is a copy of Form 8038-G (informational only).

Staff recommends Council adopt the policy as presented.

2. AUTHORIZE ISSUANCE AND AWARD SALE OF \$2,590,000 GENERAL OBLIGATION BONDS, SERIES 2012A AND \$2,700,000 GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2012B

At its September 24, 2012 meeting Council adopted resolutions authorizing the issuance and

sale of \$2,590,000 General Obligation Bonds, Series 2012A and the issuance and sale of \$2,700,000 General Obligation Sales Tax Revenue Bonds, Series 2012B. Bids are to be received at 10:00AM, Monday, November 26, 2012, and the information presented to Council at the meeting later that evening for approval. (*Exhibit 3* is a resolution authorizing the issuance, awarding sale, prescribing the form and details and providing for the payment of GO Bonds Series 2012A, and *Exhibit 4* is a resolution authorizing the issuance, awarding the sale, prescribing the form and details and providing for the payment of taxable GO sales tax revenue bonds, series 2012B.) The City has received an updated bond rating of AA- from Standard & Poor's rating agency, which is the same as the previous rating obtained in 2010.

The 2012A GO Bond Issue includes proceeds for refunding previous bond issues. Part of the requirement of the refunding is to invest a portion of the proceeds of the current bond into an escrow account to pay-off the refunded bonds at a future date. *Exhibit 5* is an Escrow Agreement to satisfy this requirement.

Rebecca Kurtz from Ehlers and Associates will be present at the meeting for the bid award.

Council action is requested to pass the resolutions shown as *Exhibit 3* and *Exhibit 4*, and to enter into the Escrow Agreement shown as *Exhibit 5*.

3. **MINNESOTA WEST LEASE OF THE OLD FIRE HALL**

With the vacation of the old fire hall by the fire department, representatives of Minnesota West have approached City staff and requested a lease of the facility with the future possibility of a purchase. They are interested in establishing an auto mechanic and small engine repair class while working with ISD 518.

Before you is a one year lease, included as *Exhibit 6*, and provides an annual per square lease rate of \$1.28 or \$10,026.24. This is \$835.52 per month. With the exception of major repairs as outlined in 6.8 the college is responsible for incidental repairs as well as items like snow removal and trash collection. Currently the last sentence in 6.8 has been requested to be stricken from the agreement but staff is of the opinion that should a major repair of a mechanical system occur, or other significant building failure, we would want to ensure there is an opportunity to negotiate with the Lessee on the repair given the favorable lease rate or exit the lease. Council direction is requested on this item.

Council action is requested to approve the lease and authorize the Mayor to sign and Clerk attest the agreement as presented in *Exhibit 6*.

4. **AMENDMENT TO THE AGREEMENT WITH THE YMCA FOR SERVICES**

RELATED TO THE CENTER FOR ACTIVE LIVING

The City of Worthington entered into an agreement with the YMCA in July of 2011 to manage, at the time, the City's Senior Center. With the completion of the Center for Active Living quickly approaching moving to a full time operation the agreement that was structured as a 15-20 hour position needs to be adjusted.

Included as *Exhibit 7* is a proposed management agreement that provides accommodation for a full time Coordinator position. The City continues to be responsible for all other costs for the Center for Active Living. The benefit costs related to moving to a full-time YMCA employee will be paid by the City in the amount equivalent to all other full-time YMCA employees.

Andy Johnson will be at the Council meeting to answer any questions and provide comments on the ongoing management relationship.

Council Action is requested to approve the management agreement included as *Exhibit 7* and authorize the Mayor to sign and Clerk attest the agreement.

5. **THIRD READING PROPOSED ORDINANCE VACATING PART OF A PUBLIC UTILITY EASEMENT**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance vacate part of a public utility easement as follows:

The following described portion of the platted public utility easement in Lot 2, Block 1, Morning View First Addition, City of Worthington, Nobles County, Minnesota, be vacated:

The west 10.00 feet Lot 2, Block 1, Morning View First Addition, City of Worthington, Nobles County, Minnesota, except the north 10.00 feet thereof.

A complete copy of the proposed ordinance was included with your October 22, 2012 Council agenda.

Council action is requested to give a third reading to the proposed ordinance.

6. **THIRD READING PROPOSED ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WORTHINGTON**

Pursuant to published notice, this is the time and date set for the third reading of a proposed

ordinance to extend the corporate limits of the city of Worthington to include 6,509 square feet of unplatted land, owned by Ridley Block and legally described as follows, into the corporate limits of the city of Worthington:

A petition for annexation under Minnesota Statutes Section 414.033, Subdivision 2, Clause 3 has been filed with the governing body of the City of Worthington, Minnesota by the sole owner of the land contained in said petition, requesting that the following described land be annexed to the City of Worthington, Minnesota, to-wit:

That part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 102 North, Range 39 West, Nobles County, Minnesota, described as follows:

Commencing at the North Quarter corner of said Section 30; thence on an assumed bearing of North 90 degrees 00 minutes East, along the north line of said section, a distance of 275.00 feet to the Northwest corner of Tract 3 as recorded in Doc. No. 267428; thence South 0 degrees 01 minutes 30 seconds East, along the west line of said tract, a distance of 163.90 feet to the point of the tract to be described; thence North 89 degrees 58 minutes 30 seconds East a distance of 100.00 feet; thence South 0 degrees 01 minutes 30 seconds East, a distance of 65.09 feet; thence South 89 degrees 58 minutes 30 seconds West, a distance of 100.00 feet to the west line of said Tract 3 as recorded as Doc. No. 267428; thence North 0 degrees 01 minutes 30 seconds West, along said west line, a distance of 65.09 feet to the point of beginning.

A complete copy of the proposed ordinance was included with your October 22, 2012 Council agenda.

Council action is requested to give a third reading to the proposed ordinance.

7. **SECOND READING PROPOSED ORDINANCE AMENDING TITLE V, CHAPTER 54, SECTION 54.04 (C) OF THE WORTHINGTON CITY CODE - STORM SEWER UTILITY RATES**

Pursuant to published notice, this is the time and date set for a second reading of a proposed ordinance amending Title V, Chapter 54, Section 54.04 (C) of the City Code of the City of Worthington as follows:

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 \$237.00.

A complete copy of the proposed ordinance was included in your November 13, 2012 Council packet.

Council action is requested to give a second reading to the proposed ordinance.

8. **SECOND READING PROPOSED AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "TZ" (TRANSITIONAL ZONE) TO "R-2" (LOW DENSITY RESIDENTIAL)**

Pursuant to published notice, this is the time and date set for a second reading of a proposed ordinance amending Title XV of the City Code of Worthington, Nobles County, Minnesota, to rezone property from "TZ" (Transitional Zone) to "R-2" (Low Density Residential), legally described as follows:

The following legally described area, presently included in the "TZ" district, shall henceforth be included in the "R-2" district:

All that part of the Northeast Quarter of the Southeast Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 13; thence South 00 degrees 13 minutes 55 seconds East (assumed bearing) on the east line of the Southeast Quarter of said Section 13, a distance of 300.41 feet to a point on the southerly right-of-way line of Interstate Highway No. 90, said point also being the point of beginning; thence South 00 degrees 13 minutes 55 seconds East on said east line, 314.70 feet to the northeast corner of Lot 1, Block 2, MORNING VIEW FIRST ADDITION, according to the recorded plat thereof; thence South 89 degrees 46 minutes 05 seconds West on the north line of said Lot 1, a distance of 153.00 feet to the northwest corner of said Lot 1; thence South 00 degrees 13 minutes 55 seconds East on the west line of said Lot 1, a distance of 16.03 feet to a point on the easterly extension of the north line of Block 1, said MORNING VIEW FIRST ADDITION; thence North 89 degrees 07 minutes 32 seconds West on said easterly extension and on the north line of said Block 1, a distance of 333.38 feet to the northwest corner of Lot 1, said Block 1, said point also being a point on the east line of DANO ADDITION, according to the recorded plat thereof; thence North 00 degrees 18 minutes 33 seconds West on said east line, 350.38 feet to the northeast corner of said DANO ADDITION, said point also being a point on the southerly right-of-way line of Interstate Highway No. 90; thence easterly 185.51 feet, not tangent to previous line, on said southerly right-of-way line and on a 68938.94 foot radius curve to the left having a central angle of 00 degrees 09 minutes 15 seconds and a 185.51 foot chord that bears South 89 degrees 21 minutes 51 seconds East; thence South 85 degrees 48 minutes 50 seconds East, not tangent to previous curve, on said southerly right-of-way line, 302.21 feet to the point of beginning.

A complete copy of the proposed ordinance was included in your November 13, 2012 Council packet.

Council action is requested to give a second reading to the proposed ordinance.

9. **SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - MAJOR EDUCATIONAL LAND USES**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance amending Title XV of the City Code of Worthington as follows:

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 V - Major Educational be amended to allow the land use group as a special use permit in the "R-4" - Medium Density Residential, "B-2" - Central Business, "B-3" - General Business, and "B-4" - Shopping Center Districts.

A complete copy of the proposed ordinance was included with your November 13, 2012 Council packet.

Council action is requested to give a second reading to the proposed ordinance.

10. **SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PETROLEUM BULK STORAGE**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance amending Title XV, Section 155.010 of the City Code as follows:

That Worthington City Code, Title XV, Section 155.010, shall be amended to include the following definition:

Petroleum Bulk Storage - The storage of chemicals, petroleum products, or hazardous materials in above ground tanks designed for subsequent sale for wholesale distribution or mass consumption off-premise.

Section II.

That Worthington City Code, Title XV, Section 155.010, Table 5 (Schedule of Use Regulations), shall be amended as to read:

BB. Manufacturing, Heavy - The manufacturing of acetylene in excess of 15 pounds pressure psi; and acid; asbestos; asphalt and concrete mixing but not manufacturing; automobile assembly; bleaching, cleaning and dyeing plant brewing or distilling of liquors; brick, pottery, tile and terra cotta manufacturing; petroleum bulk storage in excess of 125,000 gallons cumulatively; candle or sperm oil manufacturing; disinfectant, insecticide or poison manufacturing; crematory; cooperage works dextrine, starch or glucose manufacturing; emery cloth or sandpaper manufacturing; felt manufacturing; flour or grain mill; forge or foundry works; hair or hair products manufacturing; lime or lime products manufacturing; linoleum, oil cloth or oiled goods manufacturing; match manufacturing; meat packing, stockyards or slaughterhouses; paper and pulp manufacturing; perfume manufacturing; pickle sauerkraut or sausage manufacturing; plaster manufacturing; poultry slaughterhouse, including packing and storage for wholesale; printing ink manufacturing; radium products; sewage treatment plant; shoddy manufacturing; shoe blacking or polish manufacturing; steel fabrication; steam power plant, except where accessory to a permitted principal use; and stone and monument works.

KK. Petroleum Bulk Storage - Storage of less than 125,000 gallons cumulatively.

Section III.

That Worthington City Code, Title XV, Section 155, Table 5 (Schedule of Use Regulations), shall establish the following:

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

KK. Petroleum Bulk Storage shall be permissible by special use the "M-1" -Light Manufacturing District.

A complete copy of the proposed ordinance was included with your November 13, 2012 Council packet.

Council action is requested to give a second reading to the proposed ordinance.

11. DECEMBER 24TH CITY HALL CLOSING

As Council is aware, Christmas Eve this year falls on Monday, and the City Council meeting scheduled for that evening has been cancelled due to the probability of a lack of quorum. Typically, City offices have closed early on Christmas Eve day to allow employees a chance to be with their families. As with the Friday after Thanksgiving, employees are required to

Administrative Services Memo

November 21, 2012

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use PTO or unpaid leave for the time off on Christmas Eve. This year, as Christmas Eve falls on a Monday, and City Hall is closed on Tuesday for Christmas, Council is asked to consider whether City Hall will again close early, or will not be open at all.

Council consideration is requested.

City of Worthington, Minnesota Post-Issuance Debt Compliance Policy

The City Council (the “Council”) of the City of Worthington, Minnesota (the “City”) has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

Background

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the “Code”) and regulations promulgated thereunder (“Treasury Regulations”) governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various “Tax Credit” Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

Post-Issuance Debt Compliance Policy Objective

The City desires to monitor these obligations to ensure compliance with the Code and Treasury Regulations. To help ensure compliance, the City has developed the following policy (the “Post-Issuance Debt Compliance Policy”). The Post-Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy

The Finance Director of the City is designated as the City’s agent who is responsible for post-issuance compliance of these obligations.

The Finance Director shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the “Post-Issuance Debt Compliance Procedures”). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General post-issuance compliance;
2. Proper and timely use of obligation proceeds and obligation-financed property;
3. Arbitrage yield restriction and rebate;
4. Timely filings and other general requirements;
5. Additional undertakings or activities that support points 1 through 4 above;
6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;
7. Other requirements that become necessary in the future.

The Finance Director shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Finance Director will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The Finance Director or any other individuals responsible for assisting the Finance Director in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the City may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Finance Director shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The City may issue tax-exempt obligations that are “private activity” bonds because either (1) the bonds finance a facility that is owned by the City but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called “conduit bonds”, where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Finance Director shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Finance Director may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the City under federal law. In a case where the Finance Director is concerned about the compliance ability of a private party, the Finance Director may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The Finance Director is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the City is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date by the City Council of the City of Worthington,
Minnesota

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>
If obligations are BANs, check only box 19b	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	►	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 637735

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see Instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see Instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no. ▶	
Firm's address ▶				

CERTIFICATION OF MINUTES RELATING TO
GENERAL OBLIGATION BONDS, SERIES 2012A

Issuer: City of Worthington, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held November 26, 2012, at 7:00 P.M., at the City Hall, Worthington, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF GENERAL
OBLIGATION BONDS, SERIES 2012A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of November, 2012.

City Clerk

It was reported that ____ sealed proposals for the purchase of \$_____ General Obligation Bonds, Series 2012A, were received prior to 10:00 a.m., pursuant to the Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., financial consultants to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR
THE PAYMENT OF GENERAL OBLIGATION BONDS, SERIES
2012A

BE IT RESOLVED by the City Council of the City of Worthington, Minnesota (the City), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This Council has determined that it is in the best interests of the City to issue its General Obligation Bonds, Series 2012A (the Bonds) in the approximate principal amount of \$2,590,000, subject to adjustment in accordance with the Terms of Proposal. The proceeds of the Bonds, together with additional funds of the City which might be required, will be used (a) to currently refund on February 1, 2013 (the Redemption Date) the 2014 through 2020 maturities, aggregating \$875,000 in principal amount, of the City's outstanding General Obligation Permanent Improvement Revolving Fund Bonds, Series 2004A (the Series 2004A Bonds); (b) to refund on February 1, 2015 (the Crossover Date) in an advance crossover refunding the 2016 through 2023 maturities, aggregating \$1,355,000 in principal amount, of the City's outstanding General Obligation Permanent Improvement Revolving Fund Bonds, Series 2007A (the Series 2007A Bonds, and together with the Series 2004A Bonds, the Refunded Bonds); and (c) to finance from the Permanent Improvement Revolving Fund the acquisition and construction costs of various public improvements in the City (the Improvements). This Council hereby determines to issue and sell the Bonds to defray the expense incurred and estimated to be incurred by the City in making the Improvements and to refund the Refunded Bonds, including every item of cost of the kinds authorized in Minnesota Statutes, Section 475.65. The Bonds are issued pursuant to the Minnesota Statutes, Chapter 429 and Chapter 475, and the portion of the Bonds issued to finance the Improvements are referred to as the "Improvement Bonds," the portion of the Bonds issued to refund the Series 2004A Bonds are referred to as the "Current Refunding Bonds" and the portion of the Bonds issued to refund the Series 2007A Bonds are referred to as the "Advance Refunding Bonds." The allocation of the Bonds for this purpose is set forth in Section 2.02 hereof.

1.02. Sale. The City has retained Ehlers & Associates, Inc., as independent financial advisors in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9), the requirements as to public sale do not apply to the issuance of the Bonds. Pursuant to the Official Statement, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of _____, in _____, _____ (the Purchaser). In accordance with the Terms of Proposal, it is hereby determined to issue the Bonds in the principal amount of \$ _____.

at a price of \$ _____ plus accrued interest, and upon the further terms and conditions set forth herein.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser and the Mayor and City Clerk are hereby authorized and directed to execute a contract on behalf of the City for the sale of the Bonds in accordance with the terms of the proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Charter of the City of Worthington (the Charter), Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the City Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of December 19, 2012, shall be in the denomination of \$5,000 each or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of original issue until paid at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2014	\$240,000		2022	\$185,000	
2015	125,000		2023	170,000	
2016	390,000		2024	20,000	
2017	295,000		2025	20,000	
2018	300,000		2026	20,000	
2019	300,000		2027	20,000	
2020	295,000		2028	25,000	
2021	185,000				

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

The portion of the Bonds maturing in the following years and amounts constitute the Improvement Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$15,000	2022	\$20,000
2015	20,000	2023	20,000
2016	20,000	2024	20,000
2017	20,000	2025	20,000
2018	20,000	2026	20,000
2019	20,000	2027	20,000
2020	20,000	2028	25,000
2021	20,000		

The portion of the Bonds maturing in the following years and amounts constitute the Current Refunding Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$225,000	2018	\$110,000
2015	105,000	2019	110,000
2016	105,000	2020	110,000
2017	110,000		

The portion of the Bonds maturing in the following years and amounts constitute the Advance Refunding Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$265,000	2020	\$165,000
2017	165,000	2021	165,000
2018	170,000	2022	165,000
2019	170,000	2023	150,000

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2013, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing in 2023 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2022, and on any date thereafter, at a price equal to the

principal amount thereof and accrued interest to the date of redemption. The City Clerk shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20____ and 20____ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on February 1, 20_____.

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on February 1, 20_____.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar. The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Mayor and the City Clerk are authorized to execute and deliver, on

behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall

be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the City by the signatures of the Mayor and the Clerk, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the Clerk shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance

with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or Clerk is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
NOBLES COUNTY

CITY OF WORTHINGTON

GENERAL OBLIGATION BOND, SERIES 2012A

No. R-_____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
_____ %	February 1, 20__	December 19, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

The City of Worthington, Nobles County, Minnesota (the City) acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2013 (each such date, an Interest Payment Date), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day

(whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, as bond registrar, transfer agent and paying agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$2,590,000 issued pursuant to a resolution adopted by the City Council on November 26, 2012 (the Resolution), to provide funds to be deposited to the Permanent Improvement Revolving Fund of the City, a permanent fund established for the financing and refinancing of local improvements for which special assessments may be levied against property specially benefited thereby, and is issued pursuant to and in full conformity with the City's Charter, the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 429 and 475. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing in 2023 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2022, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years 20____ and 20____ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20--</u>		<u>Term Bonds Maturing in 20--</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
	\$		\$

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

The Bonds have been designated by the City as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Charter and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the City Council has levied ad valorem taxes on all taxable property in the City and has levied special assessments upon property specially benefited by local improvements financed and refinanced by the Bonds, and has appropriated such ad valorem taxes and special assessments to its General Obligation Bonds, Series 2012A Bond Fund, which will be collectible for the years and in amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due; that, if necessary for the payment

of such principal and interest when due, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of the Mayor and Clerk.

CITY OF WORTHINGTON, MINNESOTA

(facsimile signature - Clerk)

(facsimile signature - Mayor)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION,
as Bond Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM - as tenants in common

UTMA as Custodian for
(Cust) (Minor)

TEN ENT - as tenants by the entireties

under Uniform Transfers to Minors Act
(State)

JT TEN -- as joint tenants with right of
survivorship and not as tenants in
common

Additional abbreviations may also be used.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF
ASSIGNEE:

[end of the bond form]

SECTION 3. USE OF PROCEEDS; ESCROW AGREEMENT. Upon payment for the Bonds by the Purchaser, the Clerk shall deposit proceeds of the Bonds as follows:

(a) \$_____ of Bond proceeds allocated to the Improvement Bonds shall be deposited in the Construction Fund (as hereinafter defined) of the City and used to pay costs of the Improvements;

(b) \$_____ of Bond proceeds allocated to the Current Refunding Bonds shall be used to pay and redeem the Series 2004A Bonds on the Redemption Date;

(b) \$_____ of Bond proceeds allocated to the Advance Refunding Bonds shall be deposited in accordance with the Escrow Agreement, dated as of December 19, 2012 (the Escrow Agreement), between the City and U.S. Bank National Association, in St. Paul, Minnesota, as escrow agent, a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000 (the Escrow Agent), and shall (i) be invested in securities authorized for such purpose by Minnesota Statutes, Section 475.67, subdivision 8 (the Authorized Securities), maturing on such dates and bearing interest at such rates as are required to provide funds sufficient, with cash retained in the escrow account, to pay all interest to become due on the Bond proceeds allocable to the crossover refunding to and including the Crossover Date and to pay and redeem the outstanding principal of the Series 2007A Bonds on the Crossover Date; and

(c) \$_____ of Bond proceeds shall be used to fund a deposit to the Bond Fund (as hereinafter defined).

The Mayor and the City Clerk are hereby authorized to enter into the Escrow Agreement with the Escrow Agent establishing the terms and conditions for the escrow account created therein in accordance with Minnesota Statutes, Section 475.67.

SECTION 4. FUNDS.

4.01. General Obligation Bonds, Series 2012A Construction Fund. There is hereby established on the official books and records of the City a General Obligation Bonds, Series 2012A Construction Fund (the Construction Fund) of the City. The Clerk shall continue to maintain the Construction Fund until payment of all costs and expenses incurred in connection with the construction of the Improvements have been paid. To the Construction Fund there shall be credited the amount set forth in Section 3(a) hereof and from the Construction Fund there shall be paid all construction costs and expenses of the Improvements. After payment of all construction costs, the Construction Fund shall be discontinued and any amounts remaining therein shall be transferred to the Bond Fund created pursuant to Section 4.02 hereof.

4.02. General Obligation Bonds, Series 2012A Bond Fund. The Bonds shall be payable from a separate and special General Obligation Bonds, Series 2012A Bond Fund (the Bond Fund) of the City, which the City agrees to maintain until the Bonds have been paid in full. An initial deposit shall be made to the Bond Fund of any amount in excess of \$_____ received from the Purchaser. Into the Bond Fund there shall also be deposited (a) all moneys transferred with respect to the Bonds from other accounts within the Permanent Improvement Revolving Fund to the Bond Fund in accordance with this Resolution; (b) ad valorem taxes collected in accordance with the provisions of Section 6 hereof; (c) all amounts on deposit in the

debt service funds maintained for the payment of the Refunded Bonds upon the retirement of the Refunded Bonds; and (d) any other funds appropriated by the Council for the payment of the Bonds on or before any date the City is required to make a payment of principal of or interest on the Bonds, the City Clerk shall transfer the amount required, taking into account any amounts then on hand in the Bond Fund, to make such payment from the Permanent Improvement Revolving Fund to the Bond Fund.

If the money in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other moneys on hand in other funds of the City, which other funds shall be reimbursed therefor when sufficient money becomes available in the Bond Fund or the Permanent Improvement Revolving Fund. The moneys on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds.

SECTION 5. SPECIAL ASSESSMENTS. The City hereby covenants and agrees that, for the payment of the cost of the Projects, the City has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in an amount not less than 20% of the cost of each of the improvements financed by the Bonds. The City estimates it will levy special assessments in the aggregate principal amount of \$_____. It is estimated that the principal and interest on such special assessments will be levied and collected in the years and amounts shown on Exhibit B attached hereto. In the event any such assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the City Council or by any of the officers or employees of the City, either in the making of such assessment or in the performance of any condition precedent thereto, the City hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such assessment a valid and binding lien upon said property. The collections of the special assessments shall be deposited, as received, into the Revenue Account of the Permanent Improvement Revolving Fund.

SECTION 6. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of special assessments and other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the City. The taxes will be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached levy computation

Said taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce said levies in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. General Tax Covenant. The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Treasury Regulations (the Regulations), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. It is hereby certified that the proceeds of the Refunded Bonds were used for the acquisition and betterment of municipal infrastructure improvements owned and maintained by the City and all proceeds of the Bonds deposited in the Construction Fund will be expended solely for the payment of the costs of constructing the Improvements. The Improvements and improvements financed by the Refunded Bonds will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Projects or the improvements financed by the Refunded Bonds or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Certification. The Mayor and Clerk being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate Exemption. It is hereby determined that the Bonds qualify for the “small issuer” exemption from arbitrage rebate set forth in Section 148(f)(4)(D) of the Code, as modified by Section 148(f)(4)(D)(v) of the Code since:

- (i) the Refunded Bonds qualified for the exception from arbitrage rebate provided by Section 148(f)(4)(D)(i) of the Code;
- (ii) the aggregate face amount of the Bonds does not exceed \$5,000,000;
- (iii) the average maturity of the Bonds does not exceed the remaining weighted average maturity of the Refunded Bonds; and
- (iv) no Bond has a maturity date which is later than the date which is 30 years after the earliest date the Refunded Bonds were issued.

Therefore, pursuant to the provisions of Section 148(f)(4)(D) of the Code, the City shall not be required to comply with the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code with respect to the Bonds.

8.04. Qualified Tax-Exempt Obligations. The City Council hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of qualified tax-exempt obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2012 does not exceed \$10,000,000.

8.05. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the financed facilities which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the financed facilities meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the financed facilities as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the original purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds (as hereinafter defined). The City is the only “obligated person”

in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with any provisions of this Section 8.06, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this Section 8.06, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 8.06 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 8.06, "Owner" or "Bondowner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any "Beneficial Owner" (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, "Beneficial Owner" means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes. As used herein, "Outstanding" means when used with reference to Bonds means all Bonds which have been issued and authenticated by the Registrar except (i) Bonds which have been paid in full (ii) Bonds which have been cancelled by the Registrar or surrendered to the Registrar for cancellation and (iii) Bonds which have been discharged as provided in Section 6 hereof.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) on or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2012 the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) the audited financial statements of the City for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most

recently available of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the fiscal officer of the City, to the best of his or her knowledge, which certification may be based on the reliability of information obtained from governmental or other third party sources:

Current Property Valuations; Direct Debt; Tax Levies and Collections; U.S. Census Data; Employment/Unemployment Data.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to each of the repositories hereinafter referred to under subsection (b) or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) of this subsection (b)), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 8.06 is amended as permitted by this paragraph (1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;

(E) Substitution of credit or liquidity providers, or their failure to perform;

(F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(G) Modifications to rights of security holders, if material;

(H) Bond calls (other than scheduled mandatory redemptions, if material, and tender offers;

(I) Defeasances;

(J) Release, substitution, or sale of property securing repayment of the securities, if material;

(K) Rating changes;

(L) Bankruptcy, insolvency, receivership or a similar event with respect to the City;

(M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information required under paragraph (1) of this subsection (b) at the time specified thereunder;

(B) the amendment or supplementing of this Section 8.06 pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under paragraph (2) of subsection (d);

(C) the termination of the obligations of the City under this Section 8.06 pursuant to subsection (d);

(D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and

(E) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) as follows:

(1) The City agrees to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).

(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this Section 8.06 shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this Section 8.06 shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this Section 8.06 will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This Section 8.06 (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (3) of subsection (b)) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this Section 8.06 as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Section 8.06 is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration of Bonds. The Clerk is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Nobles County and obtain a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

9.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

9.03. Official Statement. The Official Statement, dated as of November 15, 2012, and the supplement thereto, relating to the Bonds prepared and distributed by Ehlers & Associates, Inc., the financial consultant for the City, is hereby approved. Ehlers & Associates, Inc., is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

9.04. Authorization of Payment of Issuance Expenses. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Bank of America, N.A., on the closing date for further distribution as directed by the County's financial advisor, Ehlers & Associates, Inc.

SECTION 10. REDEMPTION OF REFUNDED BONDS. The Clerk is hereby authorized and directed to take all actions necessary to redeem the Series 2004A Bonds on the Redemption Date. The Clerk is further directed to advise Bond Trust Services Corporation, Roseville, Minnesota, as paying agent for the Series 2007A Bonds, to call the Series 2007A Bonds for redemption and prepayment on or before the Crossover Date, and to give thirty days' mailed Notice of Redemption, substantially in the form attached to the Escrow Agreement, all in accordance with the provisions of the resolution authorizing the issuance of the Series 2007A Bonds.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**NOBLES COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION AND TAX LEVY**

The undersigned, being the duly qualified and acting County Auditor of Nobles County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on November 26, 2012, by the City Council of the City of Worthington, Minnesota, setting forth the form and details of an issue of \$2,590,000 General Obligation Bonds, Series 2012A, dated as of December 19, 2012, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand officially this _____ day of _____, 2012.

Nobles County Auditor

(SEAL)

CERTIFICATION OF MINUTES RELATING TO
TAXABLE GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2012B

Issuer: City of Worthington, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held November 26, 2012, at 7:00 P.M., at the City Hall, Worthington, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF TAXABLE GENERAL
OBLIGATION SALES TAX REVENUE BONDS, SERIES
2012B

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of November, 2012.

City Clerk

It was reported that ____ sealed proposals for the purchase of \$2,700,000 Taxable General Obligation Sales Tax Revenue Bonds, Series 2012B, were received prior to 10:00 a.m., pursuant to the Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., financial consultants to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR
THE PAYMENT OF TAXABLE GENERAL OBLIGATION SALES
TAX REVENUE BONDS, SERIES 2012B

BE IT RESOLVED by the City Council of the City of Worthington, Minnesota (the City), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. The City has presently outstanding its General Obligation Sales Tax Revenue Bonds, Series 2010B (the Series 2010B Bonds), initially dated as of December 15, 2010, issued pursuant to Laws of Minnesota 2005, First Special Session Chapter 3, Article 5, Section 44, as amended by Laws of Minnesota 2006, Chapter 259, Article 3, Section 8 and by Laws of Minnesota 2007, Chapter 13, Article 1, Section 22 (the Act), Minnesota Statutes, Chapter 475, and upon the approval of the electors of the City in an election held on November 4, 2008 (the Election), this Council has adopted an ordinance imposing a sales and use tax of one-half of one percent for the purpose of financing a community center complex and to make renovations to the existing Memorial Auditorium located within the City. The Series 2010B Bonds are payable primarily out of the net revenues to be derived from the sales and use taxes imposed by the City (the Net Revenues) pursuant to the authority granted by the Act. This Council has determined to issue and sell \$2,700,000 principal amount of Taxable General Obligation Bonds, Series 2012B, of the City (the Bonds) on a parity with the Series 2010B Bonds pursuant to the Act, the Election and Minnesota Statutes, Chapter 475, to provide additional financing for construction of the community center complex (the Project), including every item of cost of the kinds authorized in Minnesota Statutes, Section 475.65. The Bonds are payable primarily out of the Net Revenues. The total amount of debt that may be secured by the Net Revenues pursuant to the Act and the Election is \$6,000,000.

1.02. Sale. The City has retained Ehlers & Associates, Inc., as independent financial advisors in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9), the requirements as to public sale do not apply to the issuance of the Bonds. Pursuant to the Official Statement, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of _____, _____ (the Purchaser). In accordance with the Terms of Proposal, it is hereby determined to issue the Bonds in the principal amount of \$ _____ at a price of \$ _____ plus accrued interest, and upon the further terms and conditions set forth herein.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Charter of the City of Worthington (the Charter), Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the City Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of December 19, 2012, shall be in the denomination of \$5,000 each or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of original issue until paid at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2013	\$400,000		2017	\$385,000	
2014	375,000		2018	390,000	
2015	375,000		2019	395,000	
2016	380,000				

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2013, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on any date, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Clerk shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be

redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and

that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on

each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the Clerk shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated

Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or Clerk is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
NOBLES COUNTY

CITY OF WORTHINGTON

TAXABLE GENERAL OBLIGATION SALES TAX REVENUE BOND, SERIES 2012B

No. R-__ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
_____%	February 1, 20__	December 19, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

The City of Worthington, Nobles County, Minnesota (the City) acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2013 (each such date, an Interest Payment Date), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, as bond registrar, transfer agent and paying agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$2,700,000 issued pursuant to a resolution adopted by the City Council on November 26, 2012 (the Resolution), to finance construction of an event center to be located in the City, and is issued pursuant to and in full conformity with the Charter, the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475, Laws of Minnesota 2005, First Special Session Chapter 3, Article 5, Section 44, as amended by Laws of Minnesota 2006, Chapter 259, Article 3, Section 8 and by Laws of Minnesota 2007, Chapter 13, Article 1, Section 22. This Bond is payable primarily from sales and use taxes imposed by the City which have been pledged and appropriated to the payment of the Bonds, but the City is required by law to pay maturing principal hereof and interest thereon out of any moneys in the treasury if moneys from the sales and use tax are insufficient therefore. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on any date, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or

Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Charter and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the City Council has appropriated to the payment of the principal of and interest on the Bonds the sales and use taxes imposed by the City pursuant to the authority granted by Laws of Minnesota 2005, First Special Session Chapter 3, Article 5, Section 44, as amended by Laws of Minnesota 2006, Chapter 259, Article 3, Section 8 and by Laws of Minnesota 2007, Chapter 13, Article 1, Section 22, which amount is estimated to be sufficient to pay the principal of and interest on the Bonds when due; that if necessary for payment of such principal and interest, ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of the Mayor and Clerk.

CITY OF WORTHINGTON, MINNESOTA

(facsimile signature - Clerk)

(facsimile signature - Mayor)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION,
as Bond Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM - as tenants in common	UTMA as Custodian for (Cust) (Minor)
TEN ENT - as tenants by the entireties	under Uniform Transfers to Minors Act (State)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF
ASSIGNEE:

[end of the bond form]

SECTION 3. USE OF PROCEEDS. The proceeds of the Bonds received by the City in the amount specified in Section 4, shall be deposited in the Taxable General Obligation Sales Tax Revenue Bonds, Series 2012B Construction Fund established pursuant to Section 4 hereof and used to pay costs of the Project.

SECTION 4. TAXABLE GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2012B CONSTRUCTION FUND. There is hereby established on the official books and records of the City a separate fund designated the Taxable General Obligation Sales Tax Revenue Bonds, Series 2012B Construction Fund (the Construction Fund). The Construction Fund shall be maintained until all costs and expenses incurred by the City in connection with the Project have been paid. There shall be deposited into the Construction Fund from the proceeds of the Bonds the sum of \$ _____. From the Construction Fund there shall be paid all costs and expenses incurred by the City in connection with the Project, including costs related to the issuance of the Bonds. After payment of all such costs, the Construction Fund shall be discontinued. Any Bond proceeds remaining on hand in the Construction Fund after payment of all such costs and expenses shall be transferred to the Bond Fund established in Section 5 hereof.

SECTION 5. TAXABLE GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2012B BOND FUND. So long as any of the Bonds are outstanding and any principal of or interest thereon unpaid, the Finance Director shall maintain a separate debt service fund on the official books and records of the City to be known as the Taxable General Obligation Sales Tax Revenue Bonds, Series 2012B Bond Fund (the Bond Fund), and the principal of and interest on the Bonds shall be payable from the Bond Fund. The City irrevocably appropriates to the Bond Fund (a) any proceeds of the Bonds remaining in the Construction Fund after payment of all costs and expenses of the Project have been paid, (b) the revenues and other funds referred to in Section 6 hereof, (c) any taxes collected pursuant to Section 7 hereof, and (e) any other funds appropriated by the City Council for the payment of the principal of and interest on the Bonds. If the aggregate balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the City Council covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 6. PLEDGE AND SUFFICIENCY OF CERTAIN REVENUES. The City hereby pledges to, and shall deposit in, the Bond Fund, to the extent required to pay debt service on the Bonds when due, all sales and use taxes imposed by the City pursuant to the authority granted by the Act.

SECTION 7. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. However, the City presently estimates that the funds available to be appropriated to the Bond Fund pursuant to Section 6 above will be equal to amounts needed to meet when due the principal and interest payments on the Bonds and therefore no ad valorem taxes are required to be levied at this time.

SECTION 8. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be

required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration of Bonds. The Clerk is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Nobles County and obtain a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

9.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

9.03. Official Statement. The Official Statement, dated as of November 15, 2012, and the supplement thereto, relating to the Bonds prepared and distributed by Ehlers & Associates, Inc., the financial consultant for the City, is hereby approved. Ehlers & Associates, Inc., is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

9.04. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the original purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the "Rule"), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds (as hereinafter defined). The City is the only "obligated person" in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with any provisions of this Section 9.04, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any

agreement or covenant contained in this Section 9.04, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 9.04 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 9.04, "Owner" or "Bondowner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any "Beneficial Owner" (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, "Beneficial Owner" means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes. As used herein, "Outstanding " means when used with reference to Bonds means all Bonds which have been issued and authenticated by the Registrar except (i) Bonds which have been paid in full (ii) Bonds which have been cancelled by the Registrar or surrendered to the Registrar for cancellation and (iii) Bonds which have been discharged as provided in Section 6 hereof.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) on or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2012 the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) the audited financial statements of the City for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the fiscal officer of the City, to the best of his or her knowledge, which certification may be based on the reliability of information obtained from governmental or other third party sources:

Current Property Valuations; Direct Debt; Tax Levies and
Collections; U.S. Census Data; Employment/Unemployment Data.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to each of the repositories hereinafter referred to under subsection (b) or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) of this subsection (b)), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 9.04 is amended as permitted by this paragraph (1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form

5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(G) Modifications to rights of security holders, if material;

(H) Bond calls (other than scheduled mandatory redemptions, if material, and tender offers;

(I) Defeasances;

(J) Release, substitution, or sale of property securing repayment of the securities, if material;

(K) Rating changes;

(L) Bankruptcy, insolvency, receivership or a similar event with respect to the City;

(M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information required under paragraph (1) of this subsection (b) at the time specified thereunder;

(B) the amendment or supplementing of this Section 9.04 pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under paragraph (2) of subsection (d);

(C) the termination of the obligations of the City under this Section 9.04 pursuant to subsection (d);

(D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and

(E) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) as follows:

(1) The City agrees to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).

(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this Section 9.04 shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this Section 9.04 shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this Section 9.04 will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This Section 9.04 (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (3) of subsection (b)) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this Section 9.04 as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Section 9.04 is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

9.05. Authorization of Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Klein Bank, on the closing date for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**NOBLES COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION AND TAX LEVY**

The undersigned, being the duly qualified and acting County Auditor of Nobles County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on November 26, 2012, by the City Council of the City of Worthington, Minnesota, setting forth the form and details of an issue of \$2,700,000 Taxable General Obligation Sales Tax Revenue Bonds, Series 2012B, dated as of December 19, 2012.

I further certify that the issue has been entered on my bond register as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand officially this ____ day of _____, 2012.

Nobles County Auditor

(SEAL)

Brian Kolander

From: hammer.daniel@dorsey.com
Sent: Tuesday, November 20, 2012 3:53 PM
To: Brian Kolander
Subject: Series 2012AB Bonds
Attachments: Bond Resolution Worthington 2012A (PIR and Refunding Bonds)-v1.doc; Escrow Agreement-v1.doc;
 Bond Resolution Worthington 2012B (Taxable GO Sales Tax)-v1.doc

Hi Brian,

Attached to this e-mail please find resolutions for the City Council to adopt next week after the sale of the City's 2012A and 2012B Bonds, authorizing the sale of the Bonds. I've also attached a form of the Escrow Agreement which the City will need to enter into with U.S. Bank as part of the advance refunding of the 2007A Bonds.

Please contact me if you have any questions or comments.

Thanks, and have a great Thanksgiving,

Dan

Dan Hammer
 Associate

.....
DORSEY & WHITNEY LLP
 Suite 1500, 50 South Sixth Street
 Minneapolis, MN 55402-1498
 P: 612.492.6137 F: 612.677.3586

.....
CONFIDENTIAL COMMUNICATION

E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read this e-mail or any attached items. Please delete the e-mail and all attachments, including any copies thereof, and inform the sender that you have deleted the e-mail, all attachments and any copies thereof. Thank you.

11/21/2012

Exhibit 4U

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into by and between the City of Worthington, Minnesota (the Issuer) and U.S. Bank National Association, St. Paul, Minnesota (the Agent);

WITNESSETH, that the parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The Issuer has duly issued and presently has outstanding the following issue:

<u>Title</u>	<u>Date of Issue</u>	<u>Original Principal Amount</u>	<u>Principal Amount Escrowed</u>	<u>Maturities Escrowed and Redeemed</u>	<u>Payment Date</u>
General Obligation Permanent Improvement Revolving Fund Bonds, Series 2007A (the Refunded Bonds)	May 8, 2007	\$4,370,000	\$1,355,000	2016-2023	2/1/15

and has issued its \$_____ General Obligation Bonds, Series 2012A, dated December 19, 2012 (the Refunding Bonds). With respect to the Refunded Bonds, the February 1, 2015 payment date is referred to herein as the Crossover Date.

2. The Issuer has also, in accordance with a resolution adopted November 26, 2012 (the Resolution), simultaneously with the execution of this Agreement, transmitted Refunding Bond proceeds in the amount of \$_____ to the Agent to be used as follows:

(a) \$_____ of Refunding Bond proceeds to purchase an equivalent principal amount of federal securities as identified in Exhibit A attached hereto;

(b) \$___ of Refunding Bond proceeds to be deposited as a beginning cash balance in the Escrow Account hereinafter established.

In the opinion of Grant Thornton LLP, certified public accountants, the federal securities designated in paragraph (a), together with the initial cash balance designated in paragraph (b), mature at such times and bear interest at such rates that the collections of principal and interest thereon will be sufficient to pay the interest to become due on the portion of the Refunding Bonds allocated to the refunding of the Refunded Bonds (the "Advance Refunding Bonds") to and including the Crossover Date and to pay and redeem the outstanding principal of the Refunded Bonds on the Crossover Date in accordance with the attached Exhibit B.

3. The Agent agrees to apply the funds received from the Issuer in the manner and for the purposes set forth in Section 2 hereof and this Section. The Agent acknowledges receipt of the cash and federal securities described in Section 2 and agrees that it will hold such cash and federal securities in a special escrow account (the Escrow Account) in the name of the Issuer, and will collect and receive on behalf of the Issuer all payments of principal and interest on such

securities and as paying agent for the Refunding Bonds, (a) will remit from the Escrow Account moneys sufficient for the payment of interest to become due on the Advance Refunding Bonds to and including the Crossover Date and (b) will remit from the Escrow Account the sum of \$1,355,000 to be applied to the payment of principal of the Refunded Bonds called for redemption on the Crossover Date. Any remaining funds in the Escrow Account after such transfer shall be remitted to the Issuer. The Agent will, not fewer than 30 days prior to the Crossover Date, cause the Notice of Redemption attached hereto as Exhibit C to be mailed to the holders of all Refunded Bonds to be redeemed on the Crossover Date.

4. In order to ensure continuing compliance with the Internal Revenue Code of 1986, as amended (the Code), and present Treasury Regulations promulgated thereunder (the Regulations), the Agent agrees that it will not reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account. Said prohibition on reinvestment shall continue unless and until an opinion is received from nationally recognized bond counsel that reinvestments in general obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States, as specified in said opinion, may be made in a manner consistent with the Code and then existing Regulations. The federal securities described in Exhibit A hereto may, at the written direction of the Issuer, be replaced, in whole or in part, with general obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States and which mature as to principal and interest in such amounts and at such times as will assure the availability of sufficient moneys to pay the interest on the Advance Refunding Bonds prior to and the outstanding principal amount of the Refunded Bonds on the Crossover Date, provided, however, that concurrently with such written direction, the Issuer shall provide the Agent with (a) a certification of an independent certified public accountant as to the sufficiency of the federal securities to be subject to this Agreement following such replacement and as to the yields thereof, setting forth in reasonable detail the calculations underlying such certification, (b) an unqualified opinion of nationally recognized bond counsel to the effect that such replacement (1) will not cause the Refunded Bonds or the Refunding Bonds to be subjected to treatment as "arbitrage bonds" under Section 148 of the Code and (2) is otherwise in compliance with this Agreement. Any replacement authorized by this paragraph 4 shall be accomplished by sale, transfer, request for redemption or other disposition of all or a portion of the federal securities described in Exhibit A hereto with the proceeds thereof being applied to the purchase of substitute federal securities, all as specified in the written direction of the Issuer.

5. The Agent acknowledges that arrangements satisfactory to it for payment of its compensation for all services to be performed by it as Agent under this Agreement have been made. The Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment due to the registered owners of any of the Refunded Bonds, the Agent shall immediately notify the Issuer. Upon receipt of such notice the Issuer shall forthwith transmit to the Agent for deposit in the Escrow Account from moneys on hand and legally available therefor, such additional moneys as may be required to make any such payment, and the Issuer recognizes its obligation to levy ad valorem taxes on all taxable property in the Issuer to the extent required to produce the moneys necessary for this purpose.

7. Within 60 days following the close of each fiscal year and close of the Escrow Account, the Agent shall submit to the Issuer a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding fiscal year or portion thereof.

8. It is recognized that title to the federal securities and money held in the Escrow Account from time to time shall remain vested in the Issuer but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such money and obligations in a special trust fund and account separate and wholly segregated from all other funds and securities of the Agent or deposited therein. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the moneys and securities deposited with it in the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

9. This Agreement is made by the Issuer for the benefit of the holders of the Refunding Bonds and the Refunded Bonds under and pursuant to Minnesota Statutes, Section 475.67, and is not revocable by the Issuer, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of outstanding principal of the Refunded Bonds on the Crossover Date, and to pay interest on the Advance Refunding Bonds prior to and including the Crossover Date, in accordance with this Agreement. This Agreement may not be amended except to (i) sever any clause herein deemed to be illegal, (ii) provide for the reinvestment of funds or the substitution of securities as permitted by Section 4 hereof or (iii) cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision, provided that the Agent shall determine that any such amendment shall not adversely affect the owners of the Refunded Bonds or Refunding Bonds. In the event an amendment to this Agreement is proposed to be made pursuant to this Section 9, prior notice shall be given by first class mail, postage prepaid, to the following organization at the following address (or such other address as may be provided by the addressee) and shall be deemed effective upon receipt: Moody's Municipal Rating Desk/Refunded Bonds, 99 Church Street, New York, New York 10007.

10. This Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Refunding Bonds and Refunded Bonds, as their interests may appear. Said third party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

11. Upon merger or consolidation of the Agent, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Agent. Upon the resignation of the Agent, which shall be communicated in writing to the Issuer, or in the event the Agent becomes incapable of acting hereunder, the Issuer reserves the power to appoint a successor Agent. No resignation shall become effective until the appointment of a successor Agent by the Issuer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, on December 19, 2012.

CITY OF WORTHINGTON, MINNESOTA

By: _____
Mayor

And: _____
City Administrator

[Signature Page to Escrow Agreement]

U.S. BANK NATIONAL ASSOCIATION,
Agent

By: _____
Its: _____

[Signature Page to Escrow Agreement]

EXHIBIT A

ESCROW ACCOUNT CASH RECEIPTS FROM SLGS ALLOCATED TO THE REFUNDED
BONDS PURCHASED WITH REFUNDING BOND PROCEEDS AND PROOF OF YIELD

EXHIBIT B

ESCROW ACCOUNT CASH FLOW

EXHIBIT C

NOTICE OF REDEMPTION

\$4,370,000 Permanent Improvement Revolving Fund Bonds, Series 2007A

Dated May 8, 2007

City of Worthington, Minnesota

NOTICE IS HEREBY GIVEN THAT there have been called for redemption and prepayment on February 1, 2015, all outstanding Bonds of the above referenced issue, maturing on February 1 in the following years and having the interest rates and CUSIP numbers listed below:

<u>Maturity</u>	<u>Amount</u>	<u>CUSIP No.</u>	<u>Rate</u>	<u>Maturity</u>	<u>Amount</u>	<u>CUSIP No.</u>	<u>Rate</u>
2016	240,000	981848U85	4.00%	2020	\$320,000	981848V43	4.00%
2018	305,000	981848V27	4.00	2023	490,000	981848V76	4.00

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of the Bonds should present them for payment, on or before said date, on which date they will cease to bear interest, to the following Paying Agent:

If by Mail:

U.S. Bank National Association
Corporate Trust Operations, 3rd Floor
P. O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Paying Agent shall not be responsible for the selection of or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Notice of Redemption. It is included solely for the convenience of the Holders.

Additional information may be obtained from the undersigned or from Springsted Incorporated., 380 Jackson Street, Suite 300, St. Paul, Minnesota (651-223-3000), financial advisor to the City.

Dated: _____, 20__.

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

City Administrator

LEASE

TOTAL AMOUNT: \$10,026.24
LEASE NO: T146-1301

THIS LEASE AGREEMENT is made by and between the City of Worthington, Minnesota, hereinafter referred to as LESSOR, and the Board of Trustees of the Minnesota State Colleges and Universities, Minnesota West Community & Technical College, hereinafter referred to as LESSEE.

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located at 1215 3rd Avenue (old fire hall) in the City of Worthington, County of Nobles, Minnesota, to wit:

Approximately 7,833 square feet of space in Leased Premises.

2. USE

LESSEE shall use and occupy the Leased Premises only as to provide local accessibility to higher education courses and for such related activities.

3. TERM

The term of this Lease Agreement is 36 months, commencing on January 1, 2013 and continuing through December 31, 2015.

4. PAYMENT OF RENT

4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, LESSEE agrees to pay to LESSOR the sum of ten thousand dollars and 26/100 (\$30,026.24), such amount to be paid as follows:

\$2,500.00 (two thousand five hundred dollars and 00/100) on March 30, 2013 and at the end of each quarter thereafter from June 30, 2013 to December 31, 2015.

Such rent is based on a gross rate of \$1.28 per square foot per year.

4.2 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement.

5. TERMINATION

5.1 In the event that the Minnesota State Legislature does not appropriate to the Board of

Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota West Community and Technical College the funds necessary for the continuation of this lease agreement, this lease agreement may be terminated by the College upon giving thirty (30) days written notice.

- 5.2 Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6, this Lease Agreement is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non-state-owned land or premises for the same use.
- 5.3 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Any equipment, trade fixtures, or furniture installed by LESSEE, including but not limited to moveable partitions, shelving units, projection screens, and audio-video equipment attached to the Leased Premises by LESSEE, shall remain the property of LESSEE. LESSEE shall have the right to remove the above equipment or fixtures at the expiration or termination of the Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises.

6. DUTIES OF LESSOR

LESSOR shall, at its expense, provide the following:

- 6.1 Electrical Outlets: LESSOR shall provide electrical outlets as they presently exist only upon the Leased Premises for the normal office and training space use.
- 6.2 Heating: LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises at a comfortable temperature under all but the most extreme weather conditions as it currently exists.
- 6.3 Cooling: LESSOR shall provide air conditioning as it presently exists in the office area only.
- 6.4 Lighting: LESSOR shall provide the Leased Premises with overhead lighting as it presently exists.
- 6.5 Restrooms: LESSOR shall provide the Leased Premises with a unisex restroom facility. Such facilities shall either be situated within the Leased Premises or easily accessible thereto.
- 6.6 Maintenance: LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and, where applicable, cooling devices and ductwork.
- 6.7 Repairs: LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the

personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear. The LESSEE is responsible for all minor repairs up to \$3,000 and the LESSOR is responsible for any major repairs above that amount. For major repairs that are deemed a financial hardship by the LESSOR the LESSOR shall have the right to terminate the lease.

- 6.8 Delivery of Leased Premises: LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.
- 6.9 Quiet Enjoyment: LESSEE shall have the quiet enjoyment of the Leased Premises during the Lease Agreement and any extension or renewal thereof.
- 6.10 Energy Conservation: In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water, and all the sources of energy required to provide said service.
- 6.11 Exterior Lighting: LESSOR shall provide exterior lighting in the parking lots and building entrances/exits as it currently exists.
- 6.12 Accessibility: LESSOR agrees to provide accessibility to the Leased Premises for the LESSEE and any of its students. If the LESSEE serves notice upon LESSOR of any alleged violation of any rule, ordinance, or regulation, including but not limited to building codes, disability access, zoning, air quality, pollution control, recycling materials, and any prevailing wage requirements as issued by any Federal, State, or political subdivision having jurisdiction authority in connection with said property, LESSOR shall either immediately proceed to make applicable changes, or shall have the right to serve notice upon LESSEE to terminate the Lease for no cause whatsoever within thirty (30) days. Once this notice is given to LESSEE the Lease shall terminate thirty (30) days from the date of said notice.
- 6.13 Management: LESSOR agrees that in exercising its management responsibilities of the proper of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

7. DUTIES OF LESSEE

- 7.1 LESSEE shall bear the cost of water, sewer, heating and electricity services.
- 7.2 LESSEE shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris,

including the parking lot.

- 7.3 LESSEE shall provide basic janitorial services and supplies such as vacuuming and mopping floors to the Leased Premises and common areas of the building.
- 7.4 LESSEE shall provide the Leased premises with a means or system of waste or trash removal.
- 7.5 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.
- 7.6 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 7.7 LESSEE shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.
- 7.8 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All approvals for alterations, additions, improvements and fixtures, which may be made or installed by LESSEE upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings will document the agreed upon disposition of such improvements at the end of the lease period.
- 7.9 Pursuant to Minnesota Statute 16B.24, Subd. 9 (1993), occupants of the Leased Premises shall not smoke nor permit smoking in the Leased Premises.

8. USABLE SPACE MEASUREMENTS

It is understood by LESSOR and LESSEE that the rent schedule is based upon the estimated number of usable square feet of space occupied by LESSEE.

9. DESTRUCTION OF PREMISES

If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease Agreement immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenable condition. If such repairs are deemed a financial hardship, LESSOR shall have the right to terminate the lease.

10. INSURANCE

- 10.1 Property Damage. It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary of this Lease Agreement, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any

and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

10.2 Liability. LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

11. BUILDING ACCESS

LESSOR shall allow access to the Leased Premises twenty-four (24) hours per day for authorized employees of LESSEE.

12. PARKING

LESSOR shall provide surface parking as defined in property description (Attachment A)

13. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Craig Clark
Worthington City Administrator
303 9th Street
Worthington, MN 56187

LESSEE: Jeff Williamson
Provost
Minnesota West Community and Technical College
1450 Collegeway
Worthington, MN 56187.

14. NEW LESSOR

In the event the Leased Premises or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties in order that the State of Minnesota, Department of Finance is provided with authorization to issue payments to a new party.

15. DEFAULT BY LESSOR

If either party shall default in the performance of any of the terms or provisions of this Lease Agreement, the non-defaulting party shall promptly so notify the defaulting party in writing. If the defaulting party shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and the defaulting party shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, the non-defaulting party may cure such default and any reasonable and actual expenses paid by the non-defaulting party shall be paid by the defaulting party within ten (10) days after statement therefore is rendered. This provision in no way limits either party's other remedies for breach under common law or this Lease Agreement.

16. AUDIT

Pursuant to Minnesota Statutes, Section 16B.06, Subdivision 4, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease Agreement shall be subject to examination by the State and/or Legislative Auditor during normal business hours and after reasonable notice to LESSOR.

17. HUMAN RIGHTS

When applicable, LESSOR certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363.073.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

APPROVED:

STATE OF MINNESOTA
BOARD OF TRUSTEES OF THE MINNESOTA
STATE COLLEGES AND UNIVERSITIES
Minnesota West Community & Technical College:

By _____
Title _____

Date _____

By _____

Date _____

As to form and execution:

By _____

Date _____

Expenditure Authorization Entered:

Date _____

LESSOR:
City of Worthington:

By _____

Title _____

By _____
Title _____

Date _____

AGREEMENT TO OPERATE THE CENTER FOR ACTIVE LIVING

This Agreement made on the _____ day of December, 2012, between the City of Worthington, a Municipal Corporation under the laws of the State of Minnesota, with offices at 303 Ninth Avenue, PO Box 279, Worthington, MN 57187, hereinafter referred to as "City"; and the Worthington Area YMCA, a nonprofit corporation organized under the laws of the State of Minnesota with office at 1501 Collegeway, Worthington, MN 56187, hereinafter referred to as "YMCA".

Whereas, the parties entered into "The Center Management Agreement" on July 25, 2011, a copy of which is attached hereto as Exhibit 'A'; and

Whereas, the parties have continued to operate under the same terms of that Agreement subsequent to July 31, 2012; and

Whereas, "The Center" continues to operate at 1131 Oxford Street, however, it is anticipated that sometime in 2013, "The Center" will be relocated to a dedicated facility at 211 11th Street, Worthington, Minnesota; and

Whereas, the parties desire to continue their relationship as to the operation of the Center which will hereinafter be known as the "The Center for Active Living";

Now therefore, in consideration of the mutual promises set forth herein, it is agreed by and between City and YMCA as follows:

1. The parties retroactively approve, ratify, and extend the existing Agreement which is attached as Exhibit 'A' through December 31, 2012.
2. This Agreement shall be effective on January 1, 2013, and shall continue in effect through December 31, 2013. This Agreement shall be extended for successive one-year periods from and after December 31, 2012 unless terminated or otherwise modified by the parties.
3. City shall pay to YMCA the sum of \$300.00 per month which sum represents a management fee. The monthly fee shall be paid on the first day of each and every month throughout the term of this Agreement.
4. YMCA shall employ an individual who shall be capable of supervising the operation of The Center and whose title shall be "The Center for Active Living Coordinator". Said person shall also be responsible for programming services which may be held at The Center for Active Living, the YMCA, or elsewhere. The City shall reimburse the YMCA for the actual expenses, including all taxes and benefits, incurred by the YMCA in the employment of the Coordinator. It is anticipated that the Coordinator shall continue to expend between 15 and 20 hours of time in the supervision of The Center for Active Living so long as it operates at its current location. Once the relocation occurs, it is anticipated that the hours worked by the Coordinator will significantly increase but will ordinarily not exceed 40 hours per week. The timing of the increase in hours will commence after approval by both the YMCA Executive Director and the City Administrator for the City of Worthington. YMCA agrees to keep

records of the actual time spent by the Coordinator in supervising the operation of the Center for Active Living and the City's obligation to pay the YMCA under this paragraph is further limited to the actual time expended by the Coordinator and the actual expenses incurred by the YMCA in employing the Coordinator. City shall issue payment to the YMCA on a monthly basis no later than 15 days following receipt of billings from the YMCA itemizing the number of hours worked by the Coordinator during the preceding month and the actual employment expenses of the Coordinator position incurred by the YMCA. Payments to the YMCA by the City shall be subject to audit by both parties at least annually.

5. The City shall pay for all expenses associated with The Center for Active Living including, but not limited to, all maintenance, utilities, janitorial, furniture, and repairs to the City Facility; and all program fees, mailing costs, and copying costs. In addition, the City shall be responsible for room rental and applicable program fees for programming held at the YMCA for the benefit of the membership of the Center.
6. The parties agree that expenditures shall be approved by the City in advance either as to the specific expense or as to the category of expense.
7. The only expense to be borne by the YMCA, subject to reimbursement, will be the salary and benefits for The Center for Active Living Coordinator, including transportation for said Coordinator to and from the site of The Center.
8. The parties agree to meet quarterly to discuss the operations.
9. Either party may cancel this Agreement for any reason or no reason upon sixty (60) days' written notice to the other party.
10. Insurance
 - a. Both parties shall maintain occurrence-based general liability insurance covering claims for bodily or personal injury, and property damage with no deductible and limits of not less than \$1,000,000 each claim and \$2,000,000 each occurrence. Each CGL policy shall name the other party as an additional insured.
 - b. City shall insure its personal property located in the Premises.
 - c. YMCA shall maintain workers' compensation insurance in compliance with all statutory requirements of the State of Minnesota.
 - d. (I) Each policy shall be endorsed to provide that it shall not be cancelled, non-renewed, or materially changed unless at least thirty (30) days' prior written notice of cancellation or change is given to the other party.

(ii) No endorsements, except those expressly stated herein, may be included on any policy limiting

coverage.

(iii) All policies shall be written by a reputable insurance company with a current AM Best Rating of A-VII or better, and authorized to do business in Minnesota.

(iv) Certificates evidencing such insurance shall be delivered to the other party prior to the Commencement Date.

- e. Notwithstanding any provision of this Agreement to the contrary, University and Landlord each release the other from any liability for loss or damage covered at the time of loss or damage by a standard form of 'all risks' insurance policy, but only to the extent of the insurance. The releases in this Section will be effective whether or not the loss or damage is actually covered by insurance.
- f. City and YMCA shall promptly after the effective date cause the insurer of each insurance policy required to be carried by either party to provide that the insurer waives all rights by way of subrogation against the other party in connection with any damage covered by insurance.

CITY OF WORTHINGTON

THE WORTHINGTON AREA YMCA

BY:

Alan Oberloh, ITS MAYOR

BY:

Kevin Flynn, Its President

ATTEST:

Janice Oberloh, ITS CLERK

Andrew P. Johnson, Its CEO

THE CENTER MANAGEMENT AGREEMENT

This Agreement made this 25th day of July, 2011, between the City of Worthington, a Municipal Corporation under the laws of the State of Minnesota, with offices at 303 Ninth Avenue, PO Box 279, Worthington, MN 57187, hereinafter referred to as "City"; and the Worthington Area YMCA, a nonprofit corporation organized under the laws of the State of Minnesota with office at 1501 Collegeway, Worthington, MN 56187, hereinafter referred to as "YMCA".

Whereas, City leases space in the Schwalbach Ace Hardware Store building located at 1131 Oxford Street, Worthington, Minnesota which shall hereinafter be referred to as the "City Facility" for the purpose of operating "The Center"; and

Whereas, the purpose of "The Center" is to offer a location and some programming for active older residents of the City of Worthington; and

Whereas, the City desires to hire the YMCA to manage The Center through the provision of staff and to arrange and at times provide various recreational, exercise, and learning types of programming at The Center and at the YMCA; and

Whereas, the YMCA has expertise in managing and providing such programming;

Now therefore, in consideration of the mutual promises set forth herein, it is agreed by and between City and YMCA as follows:

1. Commencing on August 1, 2011, YMCA shall manage The Center for a period of one year such term to end at 5:00 p.m. on July 31, 2012.
2. City shall pay to YMCA the sum of \$300.00 per month which sum represents a management fee. The monthly fee shall be paid on the first day of each and every month throughout the term of this Agreement.
3. YMCA shall employ an individual who shall be capable of supervising the operation of The Center and whose title shall be "The Center Coordinator". Said person shall also be responsible for programming services which may be held at The Center, the YMCA, or elsewhere. The City shall pay to the YMCA the sum of \$13.50 per hour, or such other hourly rate as may be agreed upon by the parties, for the services of The Center Coordinator. It is anticipated that The Center Coordinator shall expend between 15 and 20 hours of time in the supervision of The Center. YMCA agrees to keep records of the actual time spent by The Center Coordinator in supervising the operation of the Center and the City's obligation to pay the YMCA under this paragraph is further limited to the actual time expended by The Center Coordinator and subject to an overall limitation of 1,040 hours during the one year term of this agreement. City shall issue payment to the YMCA on a monthly basis no later than 15 days following receipt of billings from the YMCA itemizing the number of hours worked by The Center Coordinator during the preceding month.

4. The City shall pay for all expenses associated with The Center including, but not limited to, all maintenance, utilities, janitorial, furniture, and repairs to the City Facility; and all program fees, mailing costs, and copying costs. In addition, the City shall be responsible for room rental and applicable program fees for programming held at the YMCA for the benefit of the membership of The Center.
5. The parties agree that expenditures shall be approved by the City in advance either as to the specific expense or as to the category of expense.
6. The only expense to be borne by the YMCA will be the salary and benefits for The Center Coordinator, including transportation for said Coordinator to and from the site of The Center.
7. The parties agree to meet quarterly to discuss the operations.
8. Either party may cancel this Agreement for any reason or no reason upon sixty (60) days' written notice to the other party.
9. Insurance
 - a. Both parties shall maintain occurrence-based general liability insurance covering claims for bodily or personal injury, and property damage with no deductible and limits of not less than \$1,000,000 each claim and \$2,000,000 each occurrence. Each CGL policy shall name the other party as an additional insured.
 - b. City shall insure its personal property located in the Premises.
 - c. YMCA shall maintain workers' compensation insurance in compliance with all statutory requirements of the State of Minnesota.
 - d.
 - (i) Each policy shall be endorsed to provide that it shall not be cancelled, non-renewed, or materially changed unless at least thirty (30) days' prior written notice of cancellation or change is given to the other party.
 - (ii) No endorsements, except those expressly stated herein, may be included on any policy limiting coverage.
 - (iii) All policies shall be written by a reputable insurance company with a current AM Best Rating of A-VII or better, and authorized to do business in Minnesota.
 - (iv) Certificates evidencing such insurance shall be delivered to the other party prior to the Commencement Date.
 - e. Notwithstanding any provision of this Agreement to the


contrary, University and Landlord each release the other from any liability for loss or damage covered at the time of loss or damage by a standard form of 'all risks' insurance policy, but only to the extent of the insurance. The releases in this Section will be effective whether or not the loss or damage is actually covered by insurance.

- f. City and YMCA shall promptly after the effective date cause the insurer of each insurance policy required to be carried by either party to provide that the insurer waives all rights by way of subrogation against the other party in connection with any damage covered by insurance.

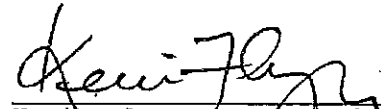
CITY OF WORTHINGTON

THE WORTHINGTON AREA YMCA


BY:

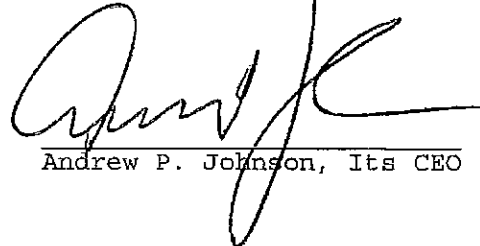

Alan Oberloh, ITS MAYOR

BY:


Kevin Flynn, Its President

ATTEST:


Janice Oberloh, ITS CLERK


Andrew P. Johnson, Its CEO

ENGINEERING MEMO

DATE: NOVEMBER 21, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PROPOSED 2013 SEWER SERVICE CHARGES

The proposed 2013 Sewer Service Charge System (Sewer Rates) has been developed by staff and approved by the Water and Light Commission at its November 19, 2012 meeting. The report on the sewer rates is included as a separate enclosure with the agenda. The total monthly charges and changes from 2012 for various volumes of usage is best presented on page 20 of the report with changes per individual rate element detailed on page 19.

The monthly sewer charge is comprised of two components, a usage charge and a connection charge. The usage charge reflects the cost of conveying and treating wastewater. This charge is comprised of debt service and user charges for flow and the pollutant loading parameters of Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Total Phosphorus (TP). The usage charge is billed to non-industrial customers based on water consumption and assumed pollutant levels and to industrial customers based on water usage and pollutant monitoring. The usage charge will decrease about .37% or \$.011/1,000 gallons for non-industrial users. This decrease results from a combination of a variety of changes in expenses and increases in the projected usage.

The "connection charge" or minimum monthly charge is to recover costs such as those for billing, collection system improvements, treating inflow and infiltration (including its debt service), and debt service on reserve capacity. The proposed monthly connection charge increase is \$.07 or .46%. A decrease in the collection system improvement budget offset by an increase in costs associated with inflow and infiltration results in only a minor increase in the total costs recovered through the connection charges. The decrease in collection system improvements does result in a decrease in the Connection 3 Charge which is billed for all dwelling units including apartment units.

The combined changes in connection and usage charges result in a change ranging from a .24% (\$.05) increase for a 2,000 gallon per month user to about .2% decrease for high volume non-industrial users. An average residential user of 4,250 gallons/month would see a \$0.03 or .11% increase in their monthly charges.

The total revenue of \$1,951,222.72 to be generated by the 2013 rates is \$33,307.58 more than the \$1,917,915.14 budgeted to be generated from the 2012 rates.

Staff recommends that Council adopt the 2013 Sewer Service Charge System by passing the resolution in Exhibit 1.

2. PROFESSIONAL SERVICES CONTRACT FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS

Chlorine is used at the City's wastewater treatment plants to disinfect the wastewater prior to discharge in May through October. The NPDES discharge permits issued for the treatment plants in April 2011 include a limit on the concentration of chlorine that may be present in the discharge effective in 2014. More specifically, the permits require that a study showing how the limit will be met was to be completed by April of 2012 and that compliance with the limit be achieved in April of 2014. City Council did approve a contract with HDR Engineering to undertake the required study as to the Industrial Wastewater Treatment Plant (IWTP) while the Water and Light Commission secured Donohue and Associates to complete the Municipal Wastewater Treatment Plant (MWTP) study. Both studies recommended somewhat similar de-chlorination methods although different chemicals were selected for each facility.

In order to be in position to meet the chlorine limit in April of 2014, construction of the necessary improvements should be completed in 2013 allowing for startup and evaluation before cold weather. Design should commence at this time to meet the desired schedule. In an effort to reduce engineering, construction and administrative costs, it is proposed that the projects required at both plants be combined for design and construction.

Proposals were solicited from HDR Engineering and from Donohue and Associates. Proposals were reviewed by Utility staff and the City Engineer. The local plant manager of EMC was also provided with an opportunity to review and comment on the proposals. Both firms offered comparable design and construction phase services and both firms were deemed to be qualified to provide the necessary services. The fees proposed by Donohue and Associates were slightly less than those proposed by HDR. The total amount of the fees is \$44,600 with the IWTP share being \$21,700 and the MWTP share being \$22,900.

The proposed agreement has been reviewed by the City Attorney. It is recommended that Council authorize execution of the agreement in Exhibit 2. The Water and Light Commission concurred with the recommendation at their November 19th meeting.

Services required for the IWTP through the end of this year will be funded from the \$1,364,000 budget for professional services. The project will be included in the 2013 budget. The MWTP project costs are to be funded from reserves per the 2013 Sewer Fund budget.

RESOLUTION NO. _____
APPROVING CHANGES IN THE SEWER RATE SCHEDULE

WHEREAS, City Ordinance Number 745 requires that the City annually reassess and, as necessary, revise the Sewer Service Charge System in use to insure the proportionality of the user charges and to insure the sufficiency of funds to maintain the capacity and performance to which the facilities were constructed, and to retire the construction debt; and

WHEREAS, the operational control and management of the municipal wastewater treatment and collection facilities has been transferred to the Water and Light Commission pursuant to Section 6.02 of the City of Worthington Charter; and

WHEREAS, under Section 6.04 of the City of Worthington Charter, the Water and Light Commission shall have the power to fix rates and charges for utility services, including such services furnished to the City, and to provide for the collection thereof subject to such ordinances as the City Council may adopt; and

WHEREAS, The City Engineer has prepared the 2013 Sewer Service Charge System dated November 14, 2012, establishing rates and charges for the year 2013; and

WHEREAS, The Water and Light Commission did, on November 19, 2012, approve the 2013 Sewer Service Charge System as prepared and recommends its adoption; and

WHEREAS, City Ordinance Number 745 requires that changes in Sewer Service rates and charges be adopted by Council Resolution and published in the local newspaper.

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

1. That the 2013 Sewer Service Charge System, prepared by the City Engineer, and dated November 14, 2012, be hereby adopted.
2. That said Sewer Service Charge System be published in the official city newspaper to be effective with the January 2013 billing period.

Adopted by the City Council of the City of Worthington, Minnesota, this the 26th day of November, 2012.

Mayor

City Clerk



www.donohue-associates.com

ENGINEERING SERVICES AGREEMENT

Project: Dechlorination System Improvements (Project)

This Agreement is by and between:

City of Worthington (Owner)
318 Ninth Street
P.O. Box 458
Worthington, MN 56187-0458

and

Donohue & Associates, Inc. (Donohue)
4500 Park Glen Road
Suite 125
St. Louis Park, MN 55416

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Dave Froh, PE

Title: Vice-President

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City of Worthington owns and operates two wastewater treatment facilities. The municipal facility (MWWTF) that serves the City utilizes gaseous chlorine for its disinfection process. The industrial facility (IWWTF) also utilizes chlorine gas for its disinfection process.

At the last permit renewal for both facilities in 2011, the National Pollutant Discharge Elimination System (NPDES) added a chlorine residual limit to the compliance schedule to meet a 0.038 mg/L effluent chlorine residual. Both facilities must meet this effluent limit by April 18, 2014.

A facilities plan was prepared for each facility to address dechlorination. The MWWTF plan recommended use of sulfur dioxide feed system utilizing 150-lb cylinders. The IWWTF plan recommended using liquid sodium bisulfite in 55-gallon drums.

The purpose of this project is to design the chemical storage and feed facilities for both plants to meet the permitted effluent chlorine residual, assist with obtaining regulatory agency approval, and provides bidding and construction phase services.

B. SCOPE OF SERVICES

Project Development Phase

1. Conduct kickoff meetings with the staff of each facility to review the project goals, schedule, and preliminary design concepts.
2. Submit request for information to Owner for existing record drawings, and other records relevant to the project.
3. Conduct separate Design Basis workshops with staff from each facility to discuss and establish design concepts (Civil, Structural, Electrical, Process, Instrumentation and Control, Plumbing/HVAC). This workshop may coincide with the kickoff meeting.
4. Prepare and submit a Design Basis Memorandum for each facility documenting the design concepts established from the workshop. The memorandum will also include an updated cost estimate to reflect any modifications from the proposed plan.

Preliminary Engineering Phase

1. Develop preliminary layouts for dechlorination facilities for each plant. Attend separate meetings with MWWTF and IWWTF staff to review layouts and incorporate Owner comments.
2. Develop process and instrumentation drawings for each process. Develop control system strategies to address functionality, operational flexibility, and redundancy. Identify preliminary control system concepts such as local control and interfaces with the existing plant control system and UPS needs.
3. Develop a preliminary construction cost opinion for each treatment facility. Costs shall be segregated to show construction costs for equipment, electrical, controls, structural, removals, civil, plumbing and HVAC.

Construction Documents Phase

1. Develop bidding documents consisting of drawings and a project manual. Bidding documents will be developed around two bid schedules: one for each facility.
2. Perform internal quality control review of plans and specifications.
3. Submit review documents to Owner for review and comment. Meet with staff from both facilities in separate meetings to discuss documents and receive comments. Incorporate comments into final bid documents.
4. Submit bid documents to MPCA for review and approval. Assist Owner with obtaining necessary approvals. Incorporate any MPCA comments into the documents.
5. Update construction cost opinions based on final design documents.

Bidding

1. Assist City with advertising the project for bidding. Coordinate with Owner to identify advertising requirements and submit the advertisement to the publications, specific bidding clearinghouses and/or online plan holder services.
2. Distribute bidding documents to prospective bidders and material suppliers. Maintain planholder list.
3. Respond to bidding questions and clarifications and issue addenda as required.
4. Conduct pre-bid meeting with Owner and prospective bidders.
5. Conduct bid opening, evaluate bids received, and prepare letter of recommendation to the Owner for award of contract.
6. After Owner approval, issue Notice of Award to successful bidder.
7. Prepare contract documents for execution by the Owner and the successful bidder. Issue notice to Proceed after documents are executed.

Construction Phase Services

1. Provide general construction contract administration duties including shop drawing review, contract clarifications and interpretations, change orders, and work change directives and applications for payments.
2. Conduct pre-construction conference prior to commencement of the work at the project site. Prepare and distribute meeting minutes.
3. Make weekly visits to the sites to coordinate progress meetings with the Owner and contractor, and conduct onsite construction observation. Up to six site visits are included. Determine in general if the project is proceeding in accordance with the contract documents.
4. Conduct inspection of the newly constructed facilities after receiving notice from the contractor that the project is substantially complete. Prepare list of observed deficiencies. Prepare and deliver a certificate of Substantial Completion to the Owner and contractor. Notify MPCA of substantial completion, and assist Owner with coordinating a final inspection with MPCA.
5. Obtain and review annotated record documents from the contractor before submitting application for final payment.
6. Prepare record drawings and submit to Owner in AutoCAD and PDF formats. Submit PDF copy to MPCA of the record drawings and specifications.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Based on an authorization to proceed on December 3, the following schedule was developed:

Design

Notice to Proceed	December 3
Information Request	December 3-7
Conceptual Layouts	December 3-11
Kickoff Meeting/Design Basis Workshop/Site Visit	December 13
Final Layout Preparation	December 14 – January 4
Final Layout Workshop	January 8
Bidding Documents	January 9-25
Bid Document Review Meeting	January 31
MPCA Review	February 1 – March 8

Bidding

Advertise Project for Bidding	February 22
Receive Bids	March 19
Recommendation to Council	March 20
Notice of Award	March 26 (depending on Council)
Contracting	March 27 – April 19
Notice to Proceed	April 22

Construction

Pre-Construction Meeting	April 29
Shop Drawing Submittals and Reviews	May 1 – June 14
Equipment Fabrication/Delivery	August 1 – September 30
Construction	September 9 – October 31
Substantial Completion	October 31
Final Completion	November 30

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$44,600 without prior written approval from Owner. Costs are broken down as follows:

MWWTF Design	\$12,800
IWWTF Design	11,600
Bidding Services	5,200
<u>Construction Phase Services</u>	<u>15,000</u>
Total	\$ 44,600

- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV
CITY OF WORTHINGTON, MINNESOTA
STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. **INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

Owner shall indemnify and save harmless Donohue from and against loss, liability and damages sustained by Donohue due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Owner, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. **OTHER DAMAGES.** Regarding Consequential, Incidental, Indirect, Special or Punitive Damages, Owner will utilize all means reasonable to minimize such damages.

13. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

18. **STATUTE OF LIMITATION.** The time period for bringing claims under this Agreement shall be in accordance with State of Minnesota law.

19. **DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

20. **CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

24. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Date: November 2012

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: NOVEMBER 21, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. CHANGE ORDER #3 - WORTHINGTON CENTER (YMCA)

Exhibit 1 contains change order #3 for the construction of the Worthington Center. The change order consists of 7 items. Three items are deductions due to continued value engineering as the project progresses. Two items are for necessary improvements that were uncovered during construction (a.k.a. unforeseen conditions). The remaining two items (3 & 4) were a result of negotiations between the demolition contractor, the general contractor, and City staff, which resulted in a net savings for the project.

The net change in cost of the change order is a decrease of \$1,322.50.

Construction Contract	\$ 859,895.00
C.O. #1	\$ -46,250.00
C.O. #2	\$ 5,792.00
C.O. #3	\$ -1,322.50
Contract Value after C.O.s	\$ 818,114.50

Council is requested to approve change order #3 for the Salonek Contract.

2. WORTHINGTON HRA HOUSING PROJECT PRESENTATION

Over the past 5 months, the Worthington HRA has been exploring the possibility of constructing a 36 unit market rate housing project. With the assistance of the Southwest Minnesota Housing Partnership, the HRA has completed a preliminary analysis of the said project and has requested time this evening to present its findings to the City Council. A copy of the findings is provided in Exhibit 2.

Representatives from the HRA and the Southwest Minnesota Housing Partnership will be in attendance to provide Council with the formal presentation and to answer any question the Council may have.



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER: <input checked="" type="checkbox"/>
City of Worthington	DATE: November 9, 2012	ARCHITECT: <input checked="" type="checkbox"/>
Worthington Center		CONTRACTOR: <input checked="" type="checkbox"/>
211 11 th Street		FIELD: <input type="checkbox"/>
Worthington, Minnesota 56187		OWNERS REP.: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 10-12824	
Salonek Concrete & Construction,	CONTRACT DATE: June 13, 2012	
Incorporated	CONTRACT FOR: General Construction	
12 West Lincoln		
Springfield, Minnesota 56087		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. 2 deeper sump basins (unforeseen condition) add \$1,376.00
2. Omit basement concrete floor dowels because there is a keyway and footing ledge (unforeseen condition) deduct -\$1,001.50
3. Additional backfilling labor along south wall (unforeseen condition) add \$750.00
4. Omit two courses of block and dowel bar drilling and epoxy on south foundation wall because the Joseph Company installed it to the necessary elevation of 100'-0" (unforeseen condition) deduct -\$1,690.00
5. Install P-3 while the new south foundation wall was being installed in lieu of excavating to install it (unforeseen condition) deduct -\$700.00
6. Move condensing unit for AHU #3 to the east so it is not over the hard ceiling of the racquet ball court and is easier to access for making the mechanical and electrical connections (voluntary deduct) deduct -\$314.00
7. Repair of block in the northeast corner of the existing building (unforeseen condition) add \$257.00

The original Contract Sum was	\$ 859,895.00
The net change by previously authorized Change Orders	\$ -40,458.00
The Contract Sum prior to this Change Order was	\$ 819,437.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 1,322.50
The new Contract Sum including this Change Order will be	\$ 818,114.50

The Contract Time will be increased by thirty-five (35) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 1, 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

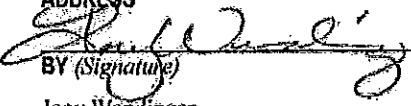
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I&S Group, Incorporated

ARCHITECT (Firm name)

115 E. Hickory St., Ste. 300, Mankato,
Minnesota 56001

ADDRESS


BY (Signature)

Joey Wendinger
(Typed name)

November 9, 2012

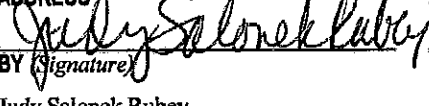
DATE

Salonek Concrete & Construction, Inc.

CONTRACTOR (Firm name)

12 West Lincoln, Springfield, Minnesota
56087

ADDRESS


BY (Signature)

Judy Salonek Rubey
(Typed name)

11-9-12
DATE

City of Worthington

OWNER (Firm name)

City Hall, 303 Ninth Street, Worthington,
Minnesota 56187

ADDRESS


BY (Signature)

Alan E. Oberloh
(Typed name)

DATE

WORTHINGTON WORK FORCE HOUSING

November 19, 2012

Project Assumptions

36 Townhomes (6-6 unit buildings)

12 – Two bedroom units – 890 SQ. FT.

24 –Three bedroom units – 1,080 SQ. FT

Single-car attached garage

Average per unit construction cost: \$88,868

Will be constructed to Green Communities Standards

Land Cost: \$80,000

Public Ownership – Revenue Bonds

Rent Level: Two Bedroom Units: \$835.00

Three Bedroom Units: \$935.00

Income restrictions: 130% AMI

Tenant pays all utilities except trash.

Total Development Cost: \$3,805,427 per unit \$105,706

Underwriting Assumptions:

7% vacancy 1.15 debt coverage ratio

30 year term/30 year amortization – 7 year interest rate window

4.75% initial interest rate

Debt Capacity: \$3,727,055

Financing Gap: \$85,000

Gap Financing:

City/EDA \$25,000

SWMHP \$25,000

JBS \$25,000

Wells Fargo \$10,000

Must be saved as a 97-2003 workbook (xls) for macros to work and for import into our database.

Electronic Application

Minnesota Multifamily Rental Housing Common Application

Multifamily Underwriting Division
400 Sibley Street, Suite 300
St. Paul, MN 55101-1998

Submit the completed Multifamily Rental Housing Common Application form electronically at
<https://online2.mhfa.state.mn.us/rfp-upload/index.aspx>

MULTIFAMILY APPLICATION FORM

Submission Due Date 6/14/2011

MHFA USE ONLY

Date: _____
App. No.: _____
Dev. No.: _____
MHFA #: _____
HTC No.: _____
HDO: _____
ARCH: _____
HMO: _____
Round: _____

This form is used for multifamily first mortgage loan programs, deferred loans and housing tax credits.

Click where appropriate:

- ☐ Application ☐ Funding Modification ☐ Initial Closing/Closing ☐ HTC 8609
☐ Selection Meeting ☐ HTC Carryover ☐ Final Closing
☐ Board Select/Approval ☐ LMIR Commitment ☐ Deferred Final

I. PROPOSAL REQUEST

A. DEVELOPMENT LOCATION:

☒ Check if this project will have multiple buildings.

Development Name/Program Name: Worthington Work Force

Street Address: Multiple building addresses. (See Buildings tab)

Latitude: _____

City: Worthington Zip: _____ County: Nobles

Longitude: _____

B. APPLICATION REQUEST:

Amount of funds requested at this time:

		Complete Sections
Super RFP(Deferred Loans)		I-VIII
* LMIR First Mortgage	\$0	I-VIII
* Housing Tax Credits	\$0	I-IX
Rent Assistance		I-VIII
Operating Subsidy		I-VII
MN DEED		I-VII
GO Bonds		

Housing Tax Credits Only

- ☐ NA ☐ Reservation
☐ Carryover
☐ 8609
☐ Tax Exempt Bond Credits

Issuance Date

Type of Credits _____

Allocator _____

Have you also submitted a single family application this round?

* Requires submission of separate application fees. See instruction page. Check(s) enclosed in the amount of: _____

Have you previously applied for and/or received any of the following funds for this development?

☐ Yes ☐ No

If yes, complete below

	Year	Amount Awarded	Loan No.
MHFA Single Family Homes RFP	_____	_____	_____
MHFA Multifamily RFP (Deferred)	_____	_____	_____
MHFA First Mortgage	_____	_____	_____
Project Based Rental Assistance	_____	_____	_____
Housing Tax Credits	_____	_____	_____

Housing Tax Credits only - check one.

- ☐ first request
☐ supplemental request
☐ repeat request - not selected

Allocator _____

C. HOUSING AND POPULATION TYPE

	# Units in Development	# RFP Units
Type of Housing and # of units: (Fill in all that apply)		
Emergency Shelter		
Transitional (up to 24 months)		
Perm. Rental with Support Services		
Service Enriched		
Permanent Rental	36	36
Housing Tax Credits		
Rental Assistance		
Metro HRA Project Based		
St. Paul PHA Project Based		
Minneapolis PHA Project Based		
HOPWA (choose type below)		
MHFA Rental Assistance (choose type below)		
MHFA Operating Subsidies (choose type below)		
Other (specify below)		

	# Units in Development	# RFP Units	# LTH Units
Population Targeting: (Fill in all that apply):			
Targeted			
General Occupancy	36	36	
Families with Children			LTH Family
Single HH with Children			
Indv/Families of Color			
Youth			LTH Youth
Single Men			
Single Women			
Near Homeless			LTH Single
Homeless			
Long Term Homeless			
Elderly			
Disabled			
Mental/cognitive			
Chemical dependency			
People/families with HIV/AIDS			
Physical disability			
Developmental disability			
Traumatic Brain Injured			
Other (specify below)			

Electronic Application

II. DEVELOPMENT TEAM

A. DEVELOPER INFORMATION/APPLICANT INFORMATION:

Name (s): _____
 Address: _____
 City: _____

Social Security No.: _____
 Fed. Tax ID No (Not SSI): _____
 State: _____
 Zip Code: _____

Contact Person: _____ E-mail: _____
 Telephone: _____ Fax: _____ Cell Phone: _____

The developer must be a legal entity (e.g. partnership, corporation etc.) or individual.

- ☐ Developer is current owner and will retain ownership.
☐ Developer is the Project Developer and will be part of the final ownership entity
☐ Developer is the project Developer and will not be part of the final ownership entity. (Briefly describe the planned process and timing.)
☐ Applicant administering program funds.

B. OWNERSHIP / PARTNERSHIP INFORMATION:

HTC Note: - The MHFA reserves tax credits to the partnership and General Partners or to the limited liability company.
 Reservations are not transferable. Any change in the General Partner status requires MHFA approval.

Name (s): _____
 Address: _____
 City: _____

Fed. Tax ID No.: _____ (not Social Security number)
 State: _____
 Zip Code: _____

Contact Person: _____ E-mail: _____
 Telephone: _____ Fax: _____

Legal Status of Ownership Entity _____ Specify if 'Other' selected _____

Notes: MHFA First Mortgage program requires ownership by a single asset entity.

- * POHP - requires ownership by public entity
 * For HTC Applications refer to Chapter 3 of the HTC Procedural Manual
 for non-profit qualifications. Requires IRS letters of 501(c)(3) or 501(c)(4) status.

Name of General Partner(s) / Contact Person	Telephone	Non-Profit	% Ownership
			0.0000%

C. DEVELOPMENT TEAM:

	Name	Contact	Phone	Fax	E-mail
Processing Agent:					
Attorney:					
Architect:					
General Contractor:					
Service Provider:					
Non Profit Lessee:					
Management Co.:					

Does an identity of interest exist between ownership Entity and General Contractor?

☐ Yes ☐ No

Does the above entity currently manage the property?

☐ Yes Length of Time: _____ ☐ No ☐ N/A

Will the building have an on-site caretaker?

☐ Yes ☐ No

Electronic Application

III. DEVELOPMENT INFORMATION

A. ACTIVITY TYPE:

Type of Activity (Check all that apply):

- ☐ Acquisition
☒ New Construction
☐ Rehabilitation
☐ Demolition
☐ Stabilization
☐ Rental Subsidy
- ☐ Scattered Site Development
☐ Refinance
☐ Conversion/ adaptive re-use
☐ Historic Preservation/Renovation
☐ Preservation of Federally Assisted Housing
 (please specify type: (i.e.; Sec 8))
☐ Other (Specify) _____

B. BUILDING INFORMATION:

Total Site Area Sq Ft: 0 Acres _____ Density: #DIV/0! (units/acre)

Type of Construction: _____

Year Built _____

If existing: _____

Choose one

☐ Occupied ☐ Vacant ☐ NA

Types of Structures	Type of Building	Number of Buildings (1).	Number of Stories	Number of Dwelling Units (DU)	Gross Sq. Feet (2).	Const. Costs	Costs per Sq. Ft.	% of TDC
Housing Space:								
New Construction	Townhouse	6	2	36	36,600		-	0%
Rehabilitation							-	0%
Non-Housing Space:								
Covered Parking							-	0%
Administration/Programmatic							-	0%
Commercial/Other (3)							-	0%
TOTALS		6		36	36,600	\$0	-	

(1). Total number of residential structures.

(2). Count Basements and Balconies at 1/2 sq. footage.

(3). Other includes: common space, commercial, congregate dining, day care, etc.

Number of Parking Spaces: Surface 36 Monthly fee _____
 Covered 36 Monthly fee _____
 TOTAL 72

C. PROPERTY DESCRIPTION:

Site Control:

Does Applicant currently control the property/building? _____

☐ Yes ☐ No

Type of Existing Loan: _____

- ☐ Mortgage
☐ Contract for Deed
☐ Other
☐ None

Type of Site Control: _____

Number of buildings currently under control: _____

If Ownership: _____

Purchase Price of the Property/Building: _____

Date of Purchase: _____

If Purchase is Proposed: _____

Date of Purchase/Option Agreement: _____

Expiration Date of Purchase/Option Agreement: _____

If Leased: _____

Amount of Lease: _____

Term of Lease: _____

If Tribal land, have approvals been received? _____

Developments Involving Acquisition (Check all applicable):

- ☐ Buildings acquired or will be acquired from unrelated party
☐ Buildings acquired or will be acquired from related party

Existing Subsidies:

Type of Subsidy	Type	# of Units	* Are any of these funds subject to long term use restrictions?	* Are the assisted units at risk of conversion to market rents?	* Is the contract for federal assistance at risk of expiring in 2 years or less, or is the building at risk due to physical deterioration?	* Is the federal assistance at risk of loss due to deterioration of the capacity of the current ownership/management entity?

0

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[illegible]

\$0

<u> </u> Floodplain	<u> </u> High-tension wires	<u> </u> Fill
<u> </u> Steep ravines or grades	<u> </u> Rock formations	<u> </u> Creek, lake, etc.
<u> </u> Near airport	<u> </u> Poor drainage	<u> </u> High water table
<u> </u> Within 300 feet of railroad	<u> </u> Unstable soil	<u> </u> Industrial/environmental hazard

Is the property in compliance with current zoning requirements? ☒ Yes ☐ No

Does the site require annexation actions? ☐ Yes ☐ No

Duration of the process: _____

Are there variances, conditional use permits or special use permits required? ☐ Yes ☒ No

Is property in historic district or designated a historic building? ☐ Yes ☐ No

Has the city approved the proposed Parking Plan? ☐ Yes ☐ No

What is the per unit parking requirement? _____ Garage/unit _____ Surface per unit

☒ Municipal Water
 ☐ Yes
 ☐ No

Provider: _____

Municipal Sewer ☒ Yes ☐ No

Provider: _____

Gas _____ ☒ Yes ☐ No

Provider: _____

Electric ☒ Yes ☐ No

Provider: _____

☐ Yes (If yes, state nature, amount and plan for construction)

Is the proposal consistent/in compliance with one or more of the following? (Check all that apply)

<input type="checkbox"/> Neighborhood or Community Revitalization Plan	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Continuum of Care	<input type="checkbox"/> RHAG Guidelines	<input type="checkbox"/> Interagency Stabilization Group
<input checked="" type="checkbox"/> Tax Increment Financing (TIF)	<input type="checkbox"/> Comprehensive Plan	<input type="checkbox"/> Other (specify): _____		

Census Tract Number _____

This project is located in a ☐ Qualified Census Tract ☐ Difficult Development Area ☐ State Designated Basis Boost

State Senate District _____ State House District _____ RHAG Region _____

Congressional District _____ Economic Development Region _____

Electronic Application

IV. ESTIMATED ANNUAL INCOME AND EXPENSES

A. HOUSING INCOME

RFP Unit Type (0BR, 1BR, 2BR, etc.)	# of DU	Approx. Size (Net Rentable Sq. Ft.) of Units	Proposed Monthly Contract Rent Per Unit	Total Annual Contract Rent (# x rent x 12)	Estimated Cost of Monthly Utilities Paid by Occupant	Monthly Gross Rent (Proposed Contract Rent + Utilities)	Rental Rooms Per Unit***	Total Rooms (# of Units x Rooms Per Unit)	Rent Limit (% of AMI)	Income Limit (% of AMI)	Unit Type*
2BR	12	890	\$835	\$120,240		\$835	4.5	54		130%	
3BR	24	1,080	\$935	\$269,280		\$935	6.0	144		130%	
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
				\$0		\$0	0.0	0			
UNITS:	36	36600	TOTAL GRP:	\$389,520				TOTAL ROOMS: 198			

*** EHSRO = 2.5 rooms

1 BR = 3.5 rooms

2 BR = 4.5 rooms

3 BR = 6.0 rooms

4 BR = 7.0 rooms

5 BR = 8.5 rooms

6 BR = 9.5 rooms

Bed = 2.0 rooms

* Indicate if: HTC, HOME, Market Rate (MR), Employee Occupied (EO), Owner Occupied (OO), Project Based Assistance (PBA), Hollman (MHOP), Federally Assisted (FA)

Utilities to be paid by Occupant (Excluding Telephone):

☒ Water & Sewer☒ Heat -Type:

Natural Gas

☒ Hot Water☒ Air Conditioning☒ Household Electric☐ Other-Specify:

Source of Utility Allowance Calculation (Treasury Reg 1.42-10, revised 07/29/08)

☐ Public Housing Authority☐ Other (Specify)☐ Utility Company

Effective Date of Source of Information:

1. GROSS-POTENTIAL RENT:

a. Rental Housing Potential				\$389,520
b. Parking/Garage Rent Potential				
# of surface parking	36	Monthly fee	\$0	
# of covered parking	36	Monthly fee	\$0	\$0
c. Commercial Rent Potential (specify)				
d. Miscellaneous Rent Potential (specify)				
e. Gross Potential Rent (Total Lines 1a thru 1d)				\$389,520

2. RENTAL LOSS:

a. Rental Housing Vacancy				
Vacancy Factor	7.0%	x Line 1a =		\$27,266
b. Parking/Garage Vacancy				
Vacancy Factor		x Line 1b =		\$0
c. Commercial Vacancy				
Vacancy Factor		x Line 1c =		\$0
d. Miscellaneous Unrealized Income				
e. Employee Rent Credits				
f. Out of Service Units				
g. Rental Concession Adjustments				
h. Bad Debt				
i. Total Rental Loss (Total Lines 2a thru 2h)				\$27,266

3. NET RENTAL COLLECTIONS: (Line 1e. minus 2i.) \$362,254

Electronic Application

4. OTHER INCOME:

a. Tenant Fees		\$250
b. Other Income		
Laundry Equipment: \$/DU/Year		\$0
Other (Specify):		
c. Total Other Income (Total Lines 4a thru 4d)		\$250
NOTE: FOR HTC ONLY		
If there is a separate charge for tenant facilities, offices, parking, garages, club house, swimming pool, storage lockers, etc., the associated costs are not included in eligible basis.		
5. TOTAL REVENUE (Lines 3 plus 4e.)		\$362,504

B. ANNUAL OPERATING EXPENSES:**1. ADMINISTRATIVE EXPENSES**

a. Advertising and Marketing		a. \$1,800
b. Management Fee (based on 100% occupancy)		
\$/Unit/Month Fee: \$30.00		
% of Total Revenue: 3.6%		
c. Legal		b. \$12,960
d. Auditing		c. \$500
e. Telephone		d. \$1,500
f. On-Site Management Payroll		e. \$1,200
g. Other Administration		f. \$4,500
h. Total Administration (Total Lines 1a thru 1g)		\$22,460

2. MAINTENANCE EXPENSES

a. Elevator Maintenance / Contract		a. \$500
b. Exterminating		b. \$3,000
c. Rubbish Removal		c. \$1,500
d. Other Contract Services		d. \$1,000
e. Janitor Supplies		e. \$3,500
f. Maintenance Supplies		f. \$3,500
g. Grounds Maintenance		g. \$4,500
h. Snow Removal		h. \$1,500
i. Heat & A/C Repair Services		i. \$3,500
j. General Repair Services		j. \$3,000
k. Paint/Decorating Materials		k. \$2,200
l. Maintenance & Jan. Payroll		
m. Other Maintenance and Operating		
n. Other:		
o. Total Maintenance (Total Lines 2a thru 2n)		\$27,700

3. UTILITIES

a. Electricity		a. \$3,500
b. Water & Sewer		b. \$2,000
c. Gas and Oil		c. \$4,500
d. Total Utilities (Total Lines 3a thru 3c)		\$10,000

3.5 UNIQUE OPERATING EXPENSES For Supportive Housing

4. INSURANCE		\$9,000
--------------	--	---------

5. TOTAL MANAGEMENT AND OPERATING EXPENSES

(Add Lines B.1h, B.2o, B.3d, B.3.5 and B.4)		\$69,160
---	--	----------

a. Total Mgmt. and Operating Expenses Per Unit Per Mo. (Line B.5 / Total # Units / 12)	\$160	
b. Total Mgmt. and Operating Expenses Per Room Annually (Line B.5 / Total # Rooms)	\$349	M & O \$/Unit/Year = \$1921.11

6. RESERVES AND ESCROWS

a. Real Estate Taxes - \$ Per Unit	\$503	X # Units=	\$18,113	<input type="checkbox"/> LIRC	<input checked="" type="checkbox"/> PILOT
Current Assessed Market Value					
Proposed Market Value after Rehab					
Expected LIRC percentage					
b. Replacement Reserve - \$ Per Room		X # Rooms=	\$0		
c. Painting & Dec. Reserve - \$/ Room	\$35.00	X # Rooms=	\$6,930		
d. Miscellaneous Reserves - \$ Per Room		X # Rooms=			
e. Total Reserves & Escrows (Total Lines a thru d)			\$25,043		
7. EFFECTIVE GROSS EXPENSES (Add lines B.5 and B.6e)			\$94,203		
(Total Mgmt. and Operating Expenses plus Reserves and Escrows)					
8. NET OPERATING INCOME (Line A.5, Total Revenue, minus Line B.7)			\$268,301		

RR and PD Reserves = \$6930.00
RR and PD Reserves = \$192.50/Unit

Electronic Application

V. MAXIMUM SUPPORTABLE MORTGAGE

- A. Net Operating Income (Line IV.B.8) - (If zero (\$0) or minus, skip this section and go to Section VI.) \$268,301
- B. Debt Coverage Ratio 1.1500
- C. Net Operating Income Available for Debt Service
(Net Operating Income divided by Debt Coverage Ratio) \$233,305
1. Temporary Income _____
2. Total Net Operating Income Available for Debt Service \$233,305
- D. Annual Debt Service for proposed Subordinated Debt, if any:
Other Amortized Subordinated Debt:

Lender	Principal	Rate	Term	Amortization Term	Annual Debt Service
MHFA LMIR TIF Loan					
MHFA LMIR IRP Loan					

Total Annual Subordinated Debt Service: V.D. \$0

E. Total Net Operating Income Available for Debt Service less Total Annual Subordinated Debt Service
(Line V.C.2 minus Line V.D.) \$233,305

F. Estimated Maximum Mortgage Based on Income Approach:

1. First Mortgage Terms

Term: 7.00 Years Rate: 4.75% Amortization: 30.00 MIP Rate: _____

a) Debt Service Factor 0.062597680

b) Plus Annual Fee - Type: _____

c) Total Debt Service Factor 0.062597680

2. Maximum Mortgage

\$3,727,055

(Net Operating Income (V.E) divided by Total Debt Service Factor (V.F.1.c)

3. Net Mortgage Loan (Maximum Mortgage divided by 1.04)

(Applies to MHFA 1st Mortgage loans only)

\$0

4. Development Cost Escrow (DCE)

(Maximum Mortgage minus Net Mortgage Loan) (Line V.F.2 minus Line V.F.3)

\$0

VI. DEVELOPMENT COST

A. Acquisition or Refinance Existing Debt Costs:

1. Acquisition/ Refinance

- a) Land
- b) Existing Structures
- c) Demolition

Total Acquisition/ Refinance \$2,222 \$/DU

2. Special Assessments

3. Other (specify):

4. Total (Lines 1 through 3)

Sub Totals	Total Costs	Tax Credits Only	
		30% PV Basis	70% PV Basis
a.	<u>\$80,000</u>		
b.			
c.			
2.			
3.			
4.	<u>\$80,000</u>		

B. If New Construction, complete Section #1 below. If Rehabilitation, complete Section #2 below:

*For HTC ONLY: IF a separate fee is charged for use of these facilities, the associated costs are not included in eligible basis.

"+" Denotes Intermediary Costs

1. New Construction

a) Residential \$72.11 \$/gross sq. ft. =

b) Garages* \$0.00 \$/stall =

c) Accessory Structures* #DIV/0! \$/gross sq. ft. =

d) On Site Work \$6,033 \$/DU =

e) Off Site Work \$7,800 \$/DU =

f) Specify Other: _____

g) Specify Other: _____

h) Net Construction \$88,868 \$/DU = h. \$3,199,248

(Total Lines B.1.a. thru B.1.e.)

i) General Requirements 0.00% % of Line B.1.h =

j) Builder's General Overhead

0.00% % of Line B.1.h =

k) Builder's Profit 0.00% % of Line B.1.h =

l) Gross Construction (Contract Amount)

(Total Lines 1.h thru 1.k) \$88,868 \$/DU = l. \$3,199,248

m) Construction Contingency (Minimum 4%, subject to MHFA review)

n) Total (Lines 1.l plus 1.m) n. \$3,327,218

a.	<u>\$2,639,268</u>		
b.			
c.			
d.	<u>\$217,180</u>		
e.	<u>\$280,800</u>		
f.	<u>\$28,000</u>		
g.	<u>\$34,000</u>		
i.			
j.			
k.			
m.	<u>\$127,970</u>		

Electronic Application

2. Rehabilitation: (if available attach a more detailed scope; otherwise, complete this section).

- a) Site work: (grading, paving, drainage, landscape, utilities, etc.)
 b) Exterior: (includes roof, siding and trim, windows and doors, etc.)
 c) Garages* \$0.00 \$/garage =
 d) Accessory Structures* #DIV/0! \$/gross sq. ft. =
 e) Interior: (includes cabinets, appliances, fixtures, and wall, ceiling, and floor finishes, etc.)
 f) Mechanical Systems: (includes heating, air conditioning, plumbing, and fixtures, etc.)
 g) Electrical Systems: (includes service, wiring, and fixtures)
 h) Specify Other:
 i) Specify Other:

j) Net Rehab (Total Line B.2.a thru B.2.i.) j. \$0

k) General 0.00% (% of Line B.2.j)

Requirements

l) Builder's General 0.00% (% of Line B.2.j)

Overhead

m) Builder's Profit 0.00% (% of Line B.2.j)

n) Other - Specify:

o) Gross Rehabilitation (Contract Amount) (Total Lines B.2.j thru B.2.n)
 #DIV/0! \$/DU = o. \$0

p) Construction Contingency (Minimum 7%, subject to MHFA review)

q) Total (lines 2o plus 2p) q. \$0

3. Environmental

- a) Abatement Contract
 b) Abatement Contingency (Agency determined)
 c) Total (Lines 3a plus 3b)

c. \$0

C. Soft Costs

1. Professional Fees & Other Soft Costs

a) Architect's Fee - Design (75% of Total) +

b) Architect's Fee - Supervision (25% of Total) +

Total Architect's Fee - \$68,000

2.1% of the total lines B.1.1 + B.2.o - C.1.e - C.1.f

c) Marketing +

d) Surveys and Soil Borings

e) Payment & Performance Bond Premium + (if not included in construction contract)

f) Building Permit(s) + (if not included in construction contract)

g) Sewer-Water Access Charge

h) Appraisal Fee +

i) Energy Audit +

j) Environmental Assessment +

k) Cost Certification/Audit +

l) Market Study +

m) Tax Credit Fees +

n) Compliance Fees +

o) Furnishings and Equipment

p) Legal Fees +

(Syndication and permanent financing fees are not allowed in basis.)

q) Relocation Costs +: Relocation Costs

r1) Other Fees - Specify: Bidding expense

r2) Other Fees - Specify:

s) Total (Lines 1.a thru 1.r)

s. \$104,946

2. Developer's Fee

a) Developer's Fee +

1) Deferred Developer's Fee

2) Dev's Fee avail thru const completion \$0

b) Processing Agent +

c) Other Consultant Fees (included in Dev. Fees) +

d) Other (Specify) Construction Management

e) Total Developer's Fees

2.9%
 % of Line VI.D - Line VI.C.2.e

e. \$107,500

3. Tax Credit Syndication Fees

a) Organization Fees +

b) Bridge Loan +

c) Tax Opinion +

d) Other Fees:

e) Total (Lines 3.a thru 3.d)

e. \$0

a.			
b.			
c.			
d.			
e.			

f.			
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g.			
h.			
i.			

k.			
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l.			
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m.			
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n.			
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p.	\$0		
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q.	\$0		
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a.			
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b.			
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c.	\$0		
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a.	\$51,000		
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b.	\$17,000		
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c.	\$1,500		
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d.	\$12,500		
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e.			
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f.			
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g.			
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h.	\$5,000		
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i.			
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j.	\$3,500		
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k.			
----	--	--	--

l.			
----	--	--	--

m.			
----	--	--	--

n.			
----	--	--	--

o.	\$3,500		
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p.	\$10,000		
----	----------	--	--

q.			
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r1.	\$946		
-----	-------	--	--

r2.			
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Electronic Application

4. Financing Costs

- a) Hazard and Liability Insurance
- b) Construction Int. at: + _____ months
- c) Taxes during construction + _____
- d) Agency Inspection Fee (MHFA First Mortgage Only)
(1% of gross construction cost. See VI.B.1.) + _____
- e) Other Inspection Fee + _____
- f) MHFA Origination Fee (2% of 1st \$5m. then 1%. \$25K min. fee.) + _____
- g) Other Origination Fee (Permanent financing fee not eligible for basis.) + _____
- h) Mortgage Insurance Premium + _____
- i) Revenue Bond Premium + _____
- j) Title and Recording + _____
- k) MHFA DCE (Line V.F.4)
- l) Other: Specify _____
Soft Cost Contingency _____
- m) Other: Specify _____
- n) Other: Specify _____
- o) Total Financing Costs (lines 4.a thru 4.n) _____

D. Total Mortgageable Costs (TMC)

(Total of subtotal lines)	\$103,720 per unit
---------------------------	--------------------

E. Non-Mortgageable Costs (For example: Syndication Reserves)

- | | |
|-------------|---------------------|
| a. Specify: | Replacement Reserve |
| a. Specify: | Lease up reserves |
| a. Specify: | |

F. Total Development Cost (TDC)

Total Development Cost (TDC)	\$103.97	\$105,706
(Total lines VI.D and VI.E)	Per Sq Ft	Per Unit

G. Total Basis for Tax Credits (Sum of 30% + 70% PV Basis)

H. Total Intermediary Costs

VII. FUNDING REQUIREMENTS:

A. Capital Sources of Funding:

Maximum Mortgage	\$3,727,055
Calculated Gap	(\$6,628)

Adj factor ****Check to include in Housing Tax Credit**

Name of Source		Term	Rate	Amount	Per Unit	Committed?	HTC Gap**	Finance Type	Program Units	Pay Out Order
1	LMTR 1st Mortgage					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			15
2	General Partner Cash					<input type="checkbox"/> Yes				1
3	Syndication Proceeds*	Deferred Proc.->				<input type="checkbox"/> Yes				4
4	SWMHP			\$25,000	\$694	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			2
5	JBS			\$25,000	\$694	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			3
6	City of Worthington			\$25,000	\$694	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			5
7	Bonds	7	4.75%	\$3,727,055	\$103,529	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			6
8	Wells Fargo	0	0.00%	\$10,000	\$278	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			7
9						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			8
10						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			9
11						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			10
12						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			11
13						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			12
14						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			13
15						<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			14

NOT IN BALANCE

Total of Permanent Financing

\$3,812,055	\$105,890
-------------	-----------

0

* HOUSING TAX CREDIT ONLY: List syndication proceeds from historic credits separately.

**** HOUSING TAX CREDIT ONLY:** Check yes for sources of financing which must be included in the HTC equity gap calculation.

B. Non-Capital Sources of Funding

Type of Source	Name of Source	Term	# of Units	Amount	\$ per Unit
					\$0
					\$0
					\$0
					\$0
Total Non-Capital Financing			0	\$0	\$0

C. Effective Rate of all Minnesota Housing's financing, blending amortizing and deferred loan rates

D. Other Requirements

1. Working Capital Escrow (3% of MHFA Net Mortgage)*
MHFA 1st mortgage only
2. Rent Up Escrow (3% of MHFA Net Mortgage)*
MHFA 1st mortgage only with unoccupied building
3. Insurance Escrow (MHFA determines \$) for MHFA 1st Mortgage
4. Other - List: _____
5. Other - List: _____

*Can be Cash or Letter of Credit.

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BERGER GLADYS	11/16/12	REISSUE 2010 ELECTION JUDG	GENERAL FUND	ELECTIONS	101.50
				TOTAL:	101.50
BRANDT GARY	11/16/12	REISSUE 2010 ELECTION JUDG	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
BUHNER TED	11/16/12	REISSUE CK#61144 FROM 2011	GENERAL FUND	POLICE ADMINISTRATION	50.00
	11/16/12	REISSUE CK#61144 FROM 2011	GENERAL FUND	POLICE ADMINISTRATION	128.56
	11/16/12	REISSUE CK#61144 FROM 2011	GENERAL FUND	POLICE ADMINISTRATION	159.99
				TOTAL:	338.55
BUTLER CAT	11/16/12	FORK LIFT MAINTENANCE	ELECTRIC	M-DISTR PLANT MISC	237.77
	11/16/12	OIL CHANGE, GREASE	LIQUOR	O-GEN MISC	207.30
				TOTAL:	445.07
CONSOLIDATED CONSTRUCTION CO INC	11/16/12	EVENT CENTER OCT, NOV, REI	EVENT CENTER/AUDIT	EVENT CENTER	56,250.79
				TOTAL:	56,250.79
CULLIGAN WATER COND CO	11/16/12	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	72.00
	11/16/12	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	11.00
	11/16/12	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	11/16/12	MONTHLY SERVICE	GENERAL FUND	COMMUNITY CENTER	30.00
	11/16/12	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	11/16/12	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	11/16/12	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	12.00
	11/16/12	SALT	LIQUOR	O-GEN MISC	15.75
				TOTAL:	181.75
DACOTAH PAPER CO	11/16/12	BAGS, URINAL SCREENS	LIQUOR	O-GEN MISC	110.17
				TOTAL:	110.17
DAILY GLOBE	11/16/12	SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	184.20
				TOTAL:	184.20
DAVIS TYPEWRITER CO INC	11/16/12	POCKET CHART	GENERAL FUND	POLICE ADMINISTRATION	13.35
	11/16/12	DESK SEAL	GENERAL FUND	POLICE ADMINISTRATION	83.84
	11/16/12	BUSINESS CARDS	GENERAL FUND	POLICE ADMINISTRATION	107.73
	11/16/12	MASKING TAPE, DVDR DISCS,	GENERAL FUND	SECURITY CENTER	66.53
	11/16/12	MASKING TAPE, DVDR DISCS,	GENERAL FUND	SECURITY CENTER	66.52
	11/16/12	PENS, MAIL BAGS, CLIPS	GENERAL FUND	SECURITY CENTER	21.63
	11/16/12	PENS, MAIL BAGS, CLIPS	GENERAL FUND	SECURITY CENTER	21.63
	11/16/12	STAPLERS	GENERAL FUND	SECURITY CENTER	15.92
	11/16/12	STAPLERS	GENERAL FUND	SECURITY CENTER	15.93
				TOTAL:	413.08
ELSING SHAWN	11/16/12	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	31.00
				TOTAL:	31.00
GRAHAM TIRE OF WORTHINGTON INC	11/16/12	REPLACE RADIATOR & HOSE ON	GENERAL FUND	POLICE ADMINISTRATION	216.00
	11/16/12	REPLACE RADIATOR & HOSE ON	GENERAL FUND	POLICE ADMINISTRATION	380.50
	11/16/12	TIRES ON SQUAD 36	GENERAL FUND	POLICE ADMINISTRATION	48.00
	11/16/12	TIRES ON SQUAD 36	GENERAL FUND	POLICE ADMINISTRATION	449.99
	11/16/12	NEW TIRES ON SQUAD 30	GENERAL FUND	POLICE ADMINISTRATION	68.00
	11/16/12	NEW TIRES ON SQUAD 30	GENERAL FUND	POLICE ADMINISTRATION	433.44
	11/16/12	TIRES ON SQUAD 24	GENERAL FUND	POLICE ADMINISTRATION	68.00
	11/16/12	TIRES ON SQUAD 24	GENERAL FUND	POLICE ADMINISTRATION	433.44

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	2,097.37
GRIMMIUS NATHAN	11/16/12	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	30.01
	11/16/12	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	31.00
				TOTAL:	61.01
HY-VEE INC-61705	11/16/12	PAPER PLATES	GENERAL FUND	GENERAL GOVT BUILDINGS	4.27
	11/16/12	GAS	LIQUOR	O-GEN MISC	39.00
				TOTAL:	43.27
INTEGRITY AVIATION INC	11/16/12	REISSUE FBR MANAGMENT SEPT AIRPORT		O-GEN MISC	1,995.00
	11/16/12	REISSUE REIMBURSABLE EXPEN AIRPORT		O-GEN MISC	519.00
				TOTAL:	2,514.00
KING TURKEY DAY INC	11/16/12	60 LBS SAUSAGE-MAYOR'S BRU	GENERAL FUND	MAYOR AND COUNCIL	25.00
				TOTAL:	25.00
LARSON CRANE SERVICE INC	11/16/12	2012 SEWER & WATER RECON # WATER		NON-DEPARTMENTAL	3,543.27
	11/16/12	2012 SEWER & WATER RECON # WATER		PROJECT #2	515.00
	11/16/12	2012 SEWER & WATER RECON # WATER		PROJECT #2	2,224.60
	11/16/12	2011 SEWER & WATER RECON # WATER		PROJECT #15	282.50
	11/16/12	2012 SEWER & WATER RECON # MUNICIPAL WASTEWAT		NON-DEPARTMENTAL	298.44
	11/16/12	2012 SEWER & WATER RECON # MUNICIPAL WASTEWAT		PROJECT #2	375.00
	11/16/12	2011 SEWER & WATER RECON # STORM WATER MANAGE		NON-DEPARTMENTAL	1.87
	11/16/12	2011 SEWER & WATER RECON # STORM WATER MANAGE		PROJECT #3	375.00
				TOTAL:	7,611.94
MARCO	11/16/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	45.55
	11/16/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	45.56
	11/16/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	35.95
	11/16/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	35.95
				TOTAL:	163.01
MARKS TOWING & REPAIR OF WORTHINGTON I	11/16/12	TOW	GENERAL FUND	POLICE ADMINISTRATION	64.13
				TOTAL:	64.13
MINNESOTA DEPT OF COMMERCE	11/16/12	UNCLAIMED PROPERTY	WRH	NON-DEPARTMENTAL	35.00
	11/16/12	UNCLAIMED PROPERTY	RECREATION	NON-DEPARTMENTAL	40.00
	11/16/12	UNCLAIMED PROPERTY	ELECTRIC	NON-DEPARTMENTAL	1,436.37
	11/16/12	UNCLAIMED PROPERTY	LIQUOR	NON-DEPARTMENTAL	30.00
				TOTAL:	1,541.37
MINNESOTA ENERGY RESOURCES CORP	11/16/12	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	186.44
	11/16/12	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	20.41
	11/16/12	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	38.01
	11/16/12	GAS SERVICE	GENERAL FUND	PAVED STREETS	6.62
	11/16/12	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	101.82
	11/16/12	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	228.00
	11/16/12	GAS SERVICE	WATER	O-DISTR MISC	14.57
	11/16/12	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	754.84
	11/16/12	GAS SERVICE	AIRPORT	O-GEN MISC	92.13
	11/16/12	GAS SERVICE	AIRPORT	O-GEN MISC	37.96
				TOTAL:	1,480.80
MISCELLANEOUS V AGER MARION	11/16/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	175.00
ALEJO-RUBIO MARIBEL	11/16/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	3.83

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALEJO-RUBIO MARIBEL	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.05
BROWN CHRISTOPHER	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	98.78
BROWN CHRISTOPHER	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.10
FARLEY DANIELLE A	11/16/12	REFUND OF DEPOSITS-ACCTS F WATER		NON-DEPARTMENTAL	41.50
FARLEY DANIELLE A	11/16/12	REFUND OF DEPOSITS-ACCTS F WATER		ACCTS-RECORDS & COLLEC	0.04
FARLEY DANIELLE A	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	185.00
FARLEY DANIELLE A	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.16
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE WATER		NON-DEPARTMENTAL	45.00
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE WATER		ACCTS-RECORDS & COLLEC	0.02
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE MUNICIPAL WASTEWAT		NON-DEPARTMENTAL	21.49
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE MUNICIPAL WASTEWAT		ACCT-RECORDS & COLLECT	0.02
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE ELECTRIC		NON-DEPARTMENTAL	95.00
GALAN RODRIGUEZ CECILI	11/16/12	GALAN RODRIGUEZ CECILIA:RE ELECTRIC		ACCTS-RECORDS & COLLEC	0.04
KOSTUCH CRYSTAL A	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	12.73
KOSTUCH CRYSTAL A	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.09
VASQUEZ MAGGIS	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	34.97
VASQUEZ MAGGIS	11/16/12	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.06
				TOTAL:	713.88
RACOM CORP	11/16/12	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	395.20
	11/16/12	MAINTENANCE CONTRACT	GENERAL FUND	SECURITY CENTER	507.30
	11/16/12	MAINTENANCE CONTRACT	GENERAL FUND	SECURITY CENTER	507.30
				TOTAL:	1,409.80
ROBINSON SYSTEMS	11/16/12	TAX FORMS	DATA PROCESSING	DATA PROCESSING	135.96
				TOTAL:	135.96
SCHELHAAS KIRK	11/16/12	REISSUE REIMBURSEMENT 2010	GENERAL FUND	POLICE ADMINISTRATION	56.99
				TOTAL:	56.99
TRAVEL EXPRESS	11/16/12	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	137.91
				TOTAL:	137.91
VETERINARY MEDICAL CTR PA	11/16/12	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	38.53
	11/16/12	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	42.07
				TOTAL:	80.60
WORTHINGTON HOCKEY ASSOC	11/16/12	REFUND OVERPAID GAMBLING T	GENERAL FUND	NON-DEPARTMENTAL	91.11
				TOTAL:	91.11

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====					
101		GENERAL FUND	5,752.26		
211		WRH	35.00		
229		RECREATION	141.82		
231		ECONOMIC DEV AUTHORITY	228.00		
432		EVENT CENTER/AUDITORIUM	56,250.79		
601		WATER	6,684.50		
602		MUNICIPAL WASTEWATER	1,467.79		
604		ELECTRIC	2,291.95		
606		STORM WATER MANAGEMENT	373.13		
609		LIQUOR	402.22		
612		AIRPORT	2,644.09		
702		DATA PROCESSING	135.96		

GRAND TOTAL:			76,407.51		

TOTAL PAGES: 4

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	11/23/12	MONTHLY COPIER SERVICE	DATA PROCESSING	COPIER/FAX	<u>133.58</u>
				TOTAL:	133.58
ADEL SHIRLEY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>119.62</u>
				TOTAL:	119.62
AMERICAN BOTTLING COMPANY	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	<u>48.32</u>
				TOTAL:	48.32
AMERIPRIDE	11/23/12	TOWEL SERVICE NOVEMBER	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>66.85</u>
				TOTAL:	66.85
ANDERSON FERN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>119.62</u>
				TOTAL:	119.62
ARCTIC ICE INC	11/23/12	ICE	LIQUOR	NON-DEPARTMENTAL	<u>144.75</u>
				TOTAL:	144.75
BEAMAN BONNIE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>87.00</u>
				TOTAL:	87.00
BRADLEY BEHREND	11/23/12	EVENT CENTER LOGO MOCK-UPS	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>100.00</u>
				TOTAL:	100.00
BELTLINE AUTOMOTIVE	11/23/12	SERVICE UNIT 105	ELECTRIC	O-DISTR SUPER & ENG	<u>40.91</u>
				TOTAL:	40.91
BEVERAGE WHOLESALE	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	2,877.63
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	3,698.99
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	4,621.87
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	5,549.62
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	<u>3,618.10</u>
				TOTAL:	20,366.21
BIERSCHBACH EQUIPMENT & SUPPLY CO INC	11/23/12	1/2 COMPRESSOR RENT	RECREATION	GOLF COURSE-GREEN	270.30
	11/23/12	COMPRESSOR FITTING	RECREATION	GOLF COURSE-GREEN	<u>53.00</u>
				TOTAL:	323.30
BORDER STATES ELECTRIC SUPPLY	11/23/12	LAMPS FOR STREET LIGHTS	ELECTRIC	M-DISTR ST LITE & SIG	<u>603.11</u>
				TOTAL:	603.11
BOSMA PATRICIA	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>117.81</u>
				TOTAL:	117.81
BRANDT GARY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>134.12</u>
				TOTAL:	134.12
BUCHMAN KAREN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>239.25</u>
				TOTAL:	239.25
BURNS BETTY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
BURNS GARNET	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>116.00</u>
				TOTAL:	116.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BURNS LOCK & KEY	11/23/12	ADJUST LOCK	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>25.00</u>
				TOTAL:	25.00
C&S CHEMICALS INC	11/23/12	4,211 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,243.10
	11/23/12	4,164 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>5,184.57</u>
				TOTAL:	10,427.67
CAMERY BERNICE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>239.25</u>
				TOTAL:	239.25
CITY OF MARSHALL	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	<u>2,665.99</u>
				TOTAL:	2,665.99
COCA-COLA ENTERPRISES-MIDWEST DIVISION	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	<u>390.56</u>
				TOTAL:	390.56
COOPERATIVE ENERGY CO- ACCT # 5910807	11/23/12	PRESSURE WASHER KEROSENE	RECREATION	PARK AREAS	<u>23.40</u>
				TOTAL:	23.40
COPPERUD DAVID	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>137.75</u>
				TOTAL:	137.75
COTTONWOOD COUNTY SHERIFF OFFICE	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	<u>2,521.46</u>
				TOTAL:	2,521.46
DAKOTA SUPPLY GROUP INC	11/23/12	2 CLAMPS	RECREATION	GOLF COURSE-GREEN	<u>397.79</u>
				TOTAL:	397.79
DANS ELECTRIC INC	11/23/12	REPAIR OVERHEAD DOOR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	24.80
	11/23/12	REPAIR OVERHEAD DOOR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	137.50
	11/23/12	HEATER REPAIR	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	161.70
	11/23/12	HEATER REPAIR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	165.00
	11/23/12	COMPUTER REGISTER CONDUIT	LIQUOR	O-GEN MISC	74.93
	11/23/12	REPAIR SUMP SENSOR	AIRPORT	O-GEN MISC	<u>591.49</u>
				TOTAL:	1,155.42
DAVIS TYPEWRITER CO INC	11/23/12	PRINT CARTRIDGES, SORTER,	GENERAL FUND	MAYOR AND COUNCIL	15.86
	11/23/12	NOTARY STAMP	GENERAL FUND	CLERK'S OFFICE	38.48
	11/23/12	PRINT CARTRIDGES, SORTER,	GENERAL FUND	CLERK'S OFFICE	22.92
	11/23/12	PRINT CARTRIDGES, SORTER,	GENERAL FUND	CLERK'S OFFICE	428.70
	11/23/12	MONTHLY DESK PAD	GENERAL FUND	CLERK'S OFFICE	4.13
	11/23/12	PAPER, CALENDARS, STAPLES	GENERAL FUND	ENGINEERING ADMIN	17.33
	11/23/12	PAPER, CALENDARS, STAPLES	GENERAL FUND	ECONOMIC DEVELOPMENT	47.89
	11/23/12	POST-IT NOTES, MONTHLY DES	GENERAL FUND	PAVED STREETS	11.28
	11/23/12	TOILET PAPER	AIRPORT	O-GEN MISC	<u>58.78</u>
				TOTAL:	645.37
DOEDEN, KAREN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>119.62</u>
				TOTAL:	119.62
ECHO GROUP INC	11/23/12	JAB SAW	ELECTRIC	O-DISTR MISC	19.50
	11/23/12	STREET LIGHT STARTING AIDS	ELECTRIC	M-DISTR ST LITE & SIG	145.24
	11/23/12	STREET LIGHT STARTING AIDS	ELECTRIC	M-DISTR ST LITE & SIG	726.22
	11/23/12	STREET LIGHT STARTING AIDS	ELECTRIC	M-DISTR ST LITE & SIG	811.18
	11/23/12	150W MED CLEAR BULBS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>103.88</u>
				TOTAL:	1,806.02

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EGGERS PAT	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
ELECTRIC MOTOR CO	11/23/12	REPAIR MOTOR	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	68.00
	11/23/12	REPAIR MOTOR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>20.33</u>
				TOTAL:	88.33
EYKYN, JUDY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>116.00</u>
				TOTAL:	116.00
FASTENAL COMPANY	11/23/12	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	<u>49.58</u>
				TOTAL:	49.58
FERGUSON MARY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
FIOLA JUDY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>116.00</u>
				TOTAL:	116.00
GCC -CONSOLIDATED READY MIX INC	11/23/12	HWY 60 LIGHTING	ELECTRIC	FA DISTR ST LITE & SIG	<u>499.64</u>
				TOTAL:	499.64
GRAHAM TIRE OF WORTHINGTON INC	11/23/12	INSTALL TUBE	RECREATION	PARK AREAS	6.50
	11/23/12	INSTALL TUBE	RECREATION	PARK AREAS	14.30
	11/23/12	OIL CHANGE	RECREATION	PARK AREAS	10.00
	11/23/12	OIL CHANGE	RECREATION	PARK AREAS	19.12
	11/23/12	OIL CHANGE	RECREATION	PARK AREAS	10.00
	11/23/12	OIL CHANGE	RECREATION	PARK AREAS	<u>22.86</u>
				TOTAL:	82.78
GRAYBAR ELECTRIC CO INC	11/23/12	1.25" CONDUIT-HWY 60 LIGHT	ELECTRIC	FA DISTR ST LITE & SIG	<u>2,819.58</u>
				TOTAL:	2,819.58
GROENDYKE, JOHN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
HABECK GEORGE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>132.31</u>
				TOTAL:	132.31
HAGEN BEVERAGE DISTRIBUTING INC	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	1,668.50
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	61.80
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	405.40
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	2,702.10
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	3,178.95
	11/23/12	BEER CREDIT	LIQUOR	NON-DEPARTMENTAL	202.85-
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	13,381.90
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	1,695.35
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	72.50
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	6,457.90
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	224.40
	11/23/12	WATER	LIQUOR	O-GEN MISC	<u>57.50</u>
				TOTAL:	29,703.45
HALE, DEE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>117.81</u>
				TOTAL:	117.81

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HAWKINS INC	11/23/12	HAWKINS INC	WATER	O-PURIFY	7,811.15
				TOTAL:	7,811.15
HENDERSON SHARON	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	116.00
				TOTAL:	116.00
HISTORIC DAYTON HOUSE	11/23/12	MEMBERSHIP RENEWAL	GENERAL FUND	OTHER GEN GOVT MISC	50.00
				TOTAL:	50.00
HY-VEE INC-61609	11/23/12	SPORTS FACILITY OPEN HOUSE RECREATION		PARK AREAS	30.55
				TOTAL:	30.55
HY-VEE INC-61705	11/23/12	LAFFRENZEN RETIREMENT	GENERAL FUND	MAYOR AND COUNCIL	91.65
	11/23/12	INGENTHON RETIREMENT	GENERAL FUND	MAYOR AND COUNCIL	49.99
				TOTAL:	141.64
HYDRO KLEAN	11/23/12	JET/VACUUM TRUCK AND SERVI	INDUSTRIAL WASTEWAT	O-PURIFY MISC	6,608.25
				TOTAL:	6,608.25
IDEOS	11/23/12	LED BACKLIT LCD MONITOR	GENERAL FUND	SECURITY CENTER	80.15
	11/23/12	LED BACKLIT LCD MONITOR	GENERAL FUND	SECURITY CENTER	80.15
				TOTAL:	160.30
INDIAN ISLAND WINERY	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	920.64
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	447.36
				TOTAL:	1,368.00
INGENTHON PAT	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	130.50
				TOTAL:	130.50
INTEGRITY AVIATION INC	11/23/12	FBO MANAGEMENT FEE-NOVEMBE	AIRPORT	O-GEN MISC	1,995.00
				TOTAL:	1,995.00
INTL UNION LOCAL #49	11/23/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	51.76
	11/23/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	68.48
	11/23/12	UNION DUES	RECREATION	NON-DEPARTMENTAL	43.90
	11/23/12	UNION DUES	RECREATION	NON-DEPARTMENTAL	48.74
	11/23/12	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	10.60
	11/23/12	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.14
	11/23/12	UNION DUES	WATER	NON-DEPARTMENTAL	88.99
	11/23/12	UNION DUES	WATER	NON-DEPARTMENTAL	91.74
	11/23/12	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	110.39
	11/23/12	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	111.08
	11/23/12	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	31.02
	11/23/12	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	11.73
	11/23/12	UNION DUES	AIRPORT	NON-DEPARTMENTAL	4.59
	11/23/12	UNION DUES	AIRPORT	NON-DEPARTMENTAL	4.34
				TOTAL:	682.50
JACKSON COUNTY SHERIFFS OFFICE	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	2,779.78
				TOTAL:	2,779.78
JANSSEN, NORMA	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	126.87
				TOTAL:	126.87
JAYCOX IMPLEMENT INC	11/23/12	FILTERS, ELEMENTS	RECREATION	PARK AREAS	220.41

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	220.41
JERRY'S AUTO SUPPLY	11/23/12	SWITCH	RECREATION	PARK AREAS	14.63
	11/23/12	OIL FITLERS, FUEL FILTERS,	RECREATION	PARK AREAS	5.87
				TOTAL:	20.50
JOHANSEN SHARON	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
JOHN DEER LANDSCAPES INC	11/23/12	FITTINGS FOR IRRIGATION	RECREATION	GOLF COURSE-GREEN	50.32
				TOTAL:	50.32
JOHNSON BROTHERS LIQUOR CO	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,450.75
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,872.00
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,127.32
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	791.95
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	41.35
	11/23/12	BEER	LIQUOR	NON-DEPARTMENTAL	39.25
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	480.00
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	136.00
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,974.64
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	2,089.00
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	1.60
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	52.80
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	84.81
				TOTAL:	12,141.47
JSA SERVICES	11/23/12	TRIFOLD TOWELS	LIQUOR	O-GEN MISC	16.03
				TOTAL:	16.03
K & S MOTORS INC	11/23/12	OIL CHANGE, BRAKE REPAIR	WATER	M-PUMPING	236.11
	11/23/12	BRAKE REPAIR	WATER	M-PUMPING	121.08
				TOTAL:	357.19
KARLS CARQUEST AUTO PARTS INC	11/23/12	FUEL FILTER	RECREATION	RECREATION PROGRAMS	9.94
	11/23/12	SPARK PLUG	RECREATION	PARK AREAS	2.52
	11/23/12	ALTERNATOR	RECREATION	PARK AREAS	145.03
	11/23/12	FUEL, OIL, AIR FILTERS	RECREATION	PARK AREAS	22.36
				TOTAL:	179.85
KHC CONSTRUCTION, INC	11/23/12	2012 IWWTP IMPROVEMENTS	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	7,600.00
	11/23/12	2012 IWWTP IMPROVEMENTS	INDUSTRIAL WASTEWA	2011 INDUSTRIAL WWTP I	1,444.71
				TOTAL:	9,044.71
KIPLINGER TAX LETTER	11/23/12	SUBSCRIPTION	GENERAL FUND	ACCOUNTING	67.00
				TOTAL:	67.00
KNIGGE WILLIAM	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
KOSTER GARY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	134.12
				TOTAL:	134.12
LABOR AND INDUSTRY	11/23/12	BOILER LICENSE	GENERAL FUND	GENERAL GOVT BUILDINGS	10.00
	11/23/12	BOILER LICENSE	GENERAL FUND	FIRE ADMINISTRATION	10.00
	11/23/12	AIR COMPRESSOR RENEWAL	GENERAL FUND	PAVED STREETS	10.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	PRESSURE VESSEL LICENSE	RECREATION	GOLF COURSE-GREEN	10.00
	11/23/12	PRESSURE VESSEL RENEWAL	WATER	O-DISTR MISC	10.00
	11/23/12	AIR COMPRESSOR RENEWAL	WATER	O-DISTR MISC	10.00
	11/23/12	PRESSURE VESSELS-AIR TANK	MUNICIPAL WASTEWAT	O-PURIFY MISC	20.00
	11/23/12	AIR COMPRESSOR RENEWAL	ELECTRIC	O-DISTR MISC	10.00
				TOTAL:	90.00
LAMBERT EVELYN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	108.75
				TOTAL:	108.75
LAW ENF LABOR SERV INC #4	11/23/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	488.15
	11/23/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	502.17
				TOTAL:	990.32
LEAGUE OF MN CITIES INSURANCE TRUST	11/23/12	WC RETRO ADJUSTMENT	HEALTH INS PLAN (T	NON-DEPARTMENTAL	52,125.00
				TOTAL:	52,125.00
LENDE SIGNS & GRAPHICS	11/23/12	EVENT CENTER CONCEPTS	GENERAL FUND	ECONOMIC DEVELOPMENT	130.00
				TOTAL:	130.00
LEVINE BURT	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
LIGHTHOUSE HOSPITALITY GROUP	11/23/12	EVENT CENTER SOFTWARE	EVENT CENTER/AUDIT	EVENT CENTER	7,022.00
	11/23/12	WEBSITE DEVELOPMENT & MARK	EVENT CENTER/AUDIT	EVENT CENTER	4,000.00
				TOTAL:	11,022.00
LIVINGSTON MARJORIE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	132.31
				TOTAL:	132.31
LYON COUNTY SHERIFF OFFICE	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	2,869.52
				TOTAL:	2,869.52
MALTERS SHEPHERD & VON HOLTUM	11/23/12	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	986.76
	11/23/12	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	306.48
	11/23/12	LEGAL FEES	GENERAL FUND	CODE ENFORCEMENT	149.50
	11/23/12	LEGAL FEES	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	74.75
	11/23/12	LEGAL FEES	EVENT CENTER/AUDIT	EVENT CENTER	89.71
	11/23/12	LEGAL FEES	WATER	PROFESSIONAL SERVICES	52.33
	11/23/12	LEGAL FEES	INDUSTRIAL WASTEWA	O-PURIFY MISC	134.56
				TOTAL:	1,794.09
MARCO	11/23/12	MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	35.58
	11/23/12	MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	35.57
				TOTAL:	71.15
MARSH GLENIS	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	108.75
				TOTAL:	108.75
MARSH LOREN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	145.00
				TOTAL:	145.00
MC LAUGHLIN & SCHULZ INC	11/23/12	REPAIR POTHOLES	GENERAL FUND	PAVED STREETS	151.00
	11/23/12	MANHOLES	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	246.61
				TOTAL:	397.61

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MEAD & HUNT INC	11/23/12	PROFESSIONAL SERVICES	AIRPORT	PROJECT #4	39,095.23
				TOTAL:	39,095.23
METRO FIRE	11/23/12	COMPRESSOR & INSTALLATION	GENERAL FUND	FIRE ADMINISTRATION	1,491.00
				TOTAL:	1,491.00
MICHAEL EGGERS	11/23/12	ACD STARTER UNIT 502	RECREATION	PARK AREAS	80.00
	11/23/12	ACD STARTER UNIT 502	RECREATION	PARK AREAS	250.79
				TOTAL:	330.79
MINNESOTA BENEFIT ASSOCIATION	11/23/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.29
	11/23/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	70.96
	11/23/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	61.71
	11/23/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	61.79
	11/23/12	INSURANCE	GENERAL FUND	MAYOR AND COUNCIL	314.84
	11/23/12	INSURANCE	GENERAL FUND	ACCOUNTING	467.68
	11/23/12	INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	177.34
	11/23/12	INSURANCE	GENERAL FUND	PAVED STREETS	85.51
	11/23/12	INSURANCE	GENERAL FUND	CODE ENFORCEMENT	193.34
	11/23/12	INSURANCE	GENERAL FUND	MISC SPECIAL DAYS/EVEN	110.65
	11/23/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	11/23/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	11/23/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	11/23/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	11/23/12	INSURANCE	RECREATION	PARK AREAS	154.69
	11/23/12	INSURANCE	RECREATION	TREE REMOVAL	36.00
	11/23/12	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	11/23/12	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	11/23/12	MN BENEFITS	WATER	NON-DEPARTMENTAL	1.31
	11/23/12	INSURANCE	WATER	O-PUMPING	42.70
	11/23/12	INSURANCE	WATER	O-PURIFY LABOR	71.16
	11/23/12	INSURANCE	WATER	O-DIST UNDERGRND LINES	3.56
	11/23/12	INSURANCE	WATER	O-DISTR MISC	75.91
	11/23/12	INSURANCE	WATER	GENERAL ADMIN	31.33
	11/23/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	59.75
	11/23/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	60.77
	11/23/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	65.79
	11/23/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	65.76
	11/23/12	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	96.92
	11/23/12	INSURANCE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	0.01
	11/23/12	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	96.92
	11/23/12	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.06
	11/23/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	11/23/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	11/23/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	11/23/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	11/23/12	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	11/23/12	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	11/23/12	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	11/23/12	INSURANCE	ELECTRIC	GENERAL ADMIN	152.45
	11/23/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	4.63
	11/23/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.98
	11/23/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	5.17
	11/23/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.80
	11/23/12	INSURANCE	STORM WATER MANAGE	STREET CLEANING	166.50
	11/23/12	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	25.55

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	25.55
	11/23/12	MN BENEFITS	AIRPORT	NON-DEPARTMENTAL	0.96
	11/23/12	MN BENEFITS	AIRPORT	NON-DEPARTMENTAL	1.01
	11/23/12	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	11/23/12	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	11/23/12	INSURANCE	DATA PROCESSING	DATA PROCESSING	80.35
				TOTAL:	3,349.34
MINNESOTA DEPARTMENT OF HEALTH	11/23/12	REC CAMPING AREA LICENSE	RECREATION	OLSON PARK CAMPGROUND	532.40
				TOTAL:	532.40
MINNESOTA VALLEY TESTING LABS INC	11/23/12	BIOSOLIDS HAULING SAMPLES	MUNICIPAL WASTEWAT	O-PURIFY MISC	351.90
				TOTAL:	351.90
MISCELLANEOUS V LONG LIDIA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	61.12
LONG LIDIA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.03
NUNEZ ALEXIS	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	49.84
NUNEZ ALEXIS	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
RODRIGUEZ ROSALBA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	77.25
RODRIGUEZ ROSALBA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
STRAYER KAYLA C	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	5.60
STRAYER KAYLA C	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.02
WELLS DARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	16.52
WELLS DARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.03
WELLS DARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
WELLS DARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.06
WELLS FARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	10.56
WELLS FARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.03
WELLS FARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
WELLS FARGO BANK NA	11/23/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.06
				TOTAL:	411.29
MN CHILD SUPPORT PAYMENT CTR	11/23/12	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	369.17
	11/23/12	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	663.63
MOUNTAIN LAKE POLICE DEPARTMENT	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	479.66
				TOTAL:	479.66
MTI DISTRIBUTING INC	11/23/12	TORO MOWER PARTS	RECREATION	PARK AREAS	542.06
				TOTAL:	542.06
MURRAY COUNTY SHERIFFS OFFICE	11/23/12	3RD QTR REIMBURSEMENT-LEWI PD TASK FORCE		BUFFALO RIDGE DRUG TAS	12,500.00
				TOTAL:	12,500.00
NAGEL, JACOBA	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	116.00
				TOTAL:	116.00
NCPERS MINNESOTA 851801	11/23/12	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	106.00
	11/23/12	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	110.20
	11/23/12	NOV FOR DECEMBER INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	11/23/12	NOV FOR DECEMBER INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	11/23/12	INGENTHRON CREDIT NOVEMBER	GENERAL FUND	NON-DEPARTMENTAL	16.00
	11/23/12	LIFE INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	16.00
	11/23/12	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.00
	11/23/12	LIFE INS	RECREATION	NON-DEPARTMENTAL	23.20

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	0.60
	11/23/12	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	1.83
	11/23/12	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.22
	11/23/12	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	2.53
	11/23/12	LIFE INS	WATER	NON-DEPARTMENTAL	21.01
	11/23/12	LIFE INS	WATER	NON-DEPARTMENTAL	22.44
	11/23/12	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.85
	11/23/12	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.21
	11/23/12	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.84
	11/23/12	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.79
	11/23/12	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.99
	11/23/12	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.47
	11/23/12	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	11/23/12	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	11/23/12	LIFE INS	AIRPORT	NON-DEPARTMENTAL	1.49
	11/23/12	LIFE INS	AIRPORT	NON-DEPARTMENTAL	0.33
	11/23/12	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	11/23/12	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
				TOTAL:	496.00
NEREM ROSIE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
NOBLES COUNTY AUDITOR/TREASURER	11/23/12	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	145.42
	11/23/12	LEASE PAYMENT UTILITIES	WATER	ADMIN RENT	290.83
	11/23/12	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	116.33
	11/23/12	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	ADMIN RENT	232.66
	11/23/12	LEASE PAYMENT UTILITIES	ELECTRIC	O-DISTR RENTS	697.99
	11/23/12	LEASE PAYMENT UTILITIES	ELECTRIC	ADMIN RENT	1,425.08
				TOTAL:	2,908.31
NOBLES COUNTY SHERIFF	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	2,253.37
	11/23/12	3RD QTR REIMBURSEMENT-KRUG	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	12,500.00
				TOTAL:	14,753.37
NPC INTERNATIONAL	11/23/12	DEPARTMENT MEETING	GENERAL FUND	POLICE ADMINISTRATION	34.49
				TOTAL:	34.49
PAINTED PRAIRIE VINEYARD	11/23/12	WIINE	LIQUOR	NON-DEPARTMENTAL	648.00
				TOTAL:	648.00
PAUSTIS & SONS	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	309.00
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	222.01
				TOTAL:	531.01
PAVELKO MIKE	11/23/12	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	20.00
				TOTAL:	20.00
PEPSI COLA BOTTLING CO	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	26.00
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	46.95
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	104.00
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	56.90
				TOTAL:	233.85
PETERSEN CLEANING & SUPPLY	11/23/12	WASH DUST MOP HEADS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	4.28
				TOTAL:	4.28

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PETRICH ROBERT K	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
PHILLIPS WINE & SPIRITS INC	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,633.66
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	2,776.00
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,345.87
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	335.01
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,374.23
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,848.18
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	79.20
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	<u>70.00</u>
				TOTAL:	19,462.15
PIPESTONE COUNTY SHERIFF OFFICE	11/23/12	3RD QTR REIMBURSEMENT-DENG	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	<u>12,500.00</u>
				TOTAL:	12,500.00
POWERS HEATING & COOLING LLC	11/23/12	DUCT SENSOR FOR MAU	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	130.00
	11/23/12	DUCT SENSOR FOR MAU	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>297.56</u>
				TOTAL:	427.56
RACOM CORP	11/23/12	POWER CABLE-TRAIL CAM	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	<u>31.53</u>
				TOTAL:	31.53
REDWOOD COUNTY SHERRIF'S OFFICE	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	<u>4,745.03</u>
				TOTAL:	4,745.03
REEVES KELLY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>54.37</u>
				TOTAL:	54.37
REKER KATHY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75
ROCK COUNTY SHERIFFS OFFICE	11/23/12	SAFE & SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	<u>267.26</u>
				TOTAL:	267.26
ROCKNE ELAINE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>116.00</u>
				TOTAL:	116.00
ROSLANSKY KATHY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>116.00</u>
				TOTAL:	116.00
RUSSELL DRAINAGE LLC	11/23/12	2012 STORM SEWER IMPROVEME	STORM WATER MANAGE	PROJECT #13	<u>85,526.10</u>
				TOTAL:	85,526.10
S & K TRUCK LINE INC	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	760.00
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	<u>414.40</u>
				TOTAL:	1,174.40
SANFORD HEALTH	11/23/12	EMPLOYEE PHYSICAL	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	<u>327.50</u>
				TOTAL:	327.50
SCHAAP SANITATION INC	11/23/12	MONTHLY GARBAGE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>195.97</u>
				TOTAL:	195.97
SCHERPF CAROL	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>108.75</u>
				TOTAL:	108.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SCHWALBACH #4465	11/23/12	WIRELESS SWITCH	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	26.71
	11/23/12	PICTURE WIRE, SCREW	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	6.18
	11/23/12	FURNANCE FILTERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	423.02
				TOTAL:	455.91
SCHWALBACH ACE HARDWARE-5930	11/23/12	URINAL SCREEN, CLEANER	GENERAL FUND	PAVED STREETS	17.09
	11/23/12	OUTDOOR TIMER, LITES	GENERAL FUND	MISC SPECIAL DAYS/EVEN	55.51
				TOTAL:	72.60
SCHWALBACH ACE #6067	11/23/12	SNOW PUSHERS	MUNICIPAL WASTEWAT	O-PURIFY MISC	107.92
				TOTAL:	107.92
SECURE BENEFITS SYSTEMS CORP	11/23/12	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	62.25
	11/23/12	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	64.86
	11/23/12	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	104.16
	11/23/12	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	104.16
	11/23/12	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,202.97
	11/23/12	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,272.43
	11/23/12	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	11/23/12	MEDICAL ADVANCE-INGENTHROM	GENERAL FUND	OTHER GEN GOVT MISC	750.00
	11/23/12	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	6.75
	11/23/12	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	6.98
	11/23/12	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	300.00
	11/23/12	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	294.99
	11/23/12	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.68
	11/23/12	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.31
	11/23/12	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	18.75
	11/23/12	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	8.79
	11/23/12	ADMIN FEE	WATER	NON-DEPARTMENTAL	11.86
	11/23/12	ADMIN FEE	WATER	NON-DEPARTMENTAL	11.78
	11/23/12	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	651.32
	11/23/12	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	650.86
	11/23/12	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.25
	11/23/12	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.24
	11/23/12	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	294.04
	11/23/12	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	292.15
	11/23/12	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	4.00
	11/23/12	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	4.00
	11/23/12	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	134.38
	11/23/12	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	134.38
	11/23/12	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	3.66
	11/23/12	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	1.18
	11/23/12	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	77.24
	11/23/12	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	27.04
	11/23/12	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	11/23/12	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	11/23/12	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	11/23/12	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	11/23/12	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.30
	11/23/12	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.40
	11/23/12	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	7.82
	11/23/12	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	5.88
	11/23/12	ADMIN FEE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.25
	11/23/12	ADMIN FEE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.25
	11/23/12	UNREIMBURSED MEDICAL	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	75.00
	11/23/12	UNREIMBURSED MEDICAL	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	75.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	11/23/12	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	11/23/12	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	229.16
	11/23/12	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	229.16
				TOTAL:	9,421.84
SERVOCAL INSTRUMENTS INC	11/23/12	3 PACKS RECORDER PENS	MUNICIPAL WASTEWAT	O-PURIFY MISC	78.64
	11/23/12	CALIBRATION	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	500.00
				TOTAL:	578.64
SHEPHERD MARCIA	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	116.00
				TOTAL:	116.00
SHOPKO STORES OPERATING CO LLC	11/23/12	UNLIMITED PHONE CARD	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	53.68
				TOTAL:	53.68
SIEMENS WATER TECHNOLOGIES CORP	11/23/12	ALARM BOARDS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	412.50
				TOTAL:	412.50
SOUTHERN WINE & SPIRITS OF MINNESOTA	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,628.65
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	716.65
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	732.00
				TOTAL:	5,077.30
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	11/23/12	CDAP-09-0075-O-FY10 #24	SMALL CITIES GRANT	SW MN HOUSING	1,779.00
				TOTAL:	1,779.00
STEFFL THOMAS	11/23/12	REIMBURSE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	20.00
				TOTAL:	20.00
STUART C IRBY CO	11/23/12	METERS ID# T5335-T5434	ELECTRIC	FA DISTR METERS	8,656.88
	11/23/12	METERS ID# T5537-T5540	ELECTRIC	FA DISTR METERS	347.27
	11/23/12	METER SOCKETS	ELECTRIC	FA DISTR METERS	802.52
				TOTAL:	9,806.67
TATE CORKY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	137.75
				TOTAL:	137.75
TATE, GINNY	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	108.75
				TOTAL:	108.75
TEN HAKEN LYLE	11/23/12	REIMBURSE	GENERAL FUND	MAYOR AND COUNCIL	172.58
				TOTAL:	172.58
TOWNSWICK JEANENE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	108.75
				TOTAL:	108.75
TURFWERKS	11/23/12	SWITCH FOR CUSHMAN	RECREATION	GOLF COURSE-GREEN	40.58
				TOTAL:	40.58
TYLER TECHNOLOGIES	11/23/12	MAINTENANCE	DATA PROCESSING	NON-DEPARTMENTAL	7,346.30
	11/23/12	MAINTENANCE	DATA PROCESSING	DATA PROCESSING	667.85
				TOTAL:	8,014.15
UNIVERSAL PUBLICATIONS	11/23/12	GUEST DIRECTORIES	LIQUOR	O-GEN MISC	185.00
				TOTAL:	185.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VANTAGEPOINT TRANSFER AGENTS-457	11/23/12	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	11/23/12	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
VERIZON WIRELESS	11/23/12	WIRELESS CHARGES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	401.40
	11/23/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	45.73
	11/23/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	45.48
	11/23/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	37.87
	11/23/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	37.87
	11/23/12	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	37.87
	11/23/12	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	71.64
	11/23/12	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	37.87
	11/23/12	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	47.99
	11/23/12	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	45.21
	11/23/12	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	72.36
	11/23/12	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	14.27
				TOTAL:	867.02
W-2'S QUALITY MEATS	11/23/12	WINE TASTING SUPPLIES	LIQUOR	O-GEN MISC	150.65
				TOTAL:	150.65
WCL ASSOCIATES INC	11/23/12	EVENT CENTER	EVENT CENTER/AUDIT	EVENT CENTER	4,818.09
				TOTAL:	4,818.09
WELLS FARGO BANK	11/23/12	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,295.58
	11/23/12	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,672.46
	11/23/12	HEALTH INSURANCE- NOV FOR	GENERAL FUND	NON-DEPARTMENTAL	1,138.10
	11/23/12	HEALTH PREMIUM	GENERAL FUND	MAYOR AND COUNCIL	2,907.66
	11/23/12	HEALTH PREMIUM	GENERAL FUND	ADMINISTRATION	634.94
	11/23/12	HEALTH PREMIUM	GENERAL FUND	ELECTIONS	227.55
	11/23/12	HEALTH PREMIUM	GENERAL FUND	CLERK'S OFFICE	1,185.37
	11/23/12	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	1,799.49
	11/23/12	HEALTH PREMIUM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,438.76
	11/23/12	HEALTH PREMIUM	GENERAL FUND	GENERAL GOVT BUILDINGS	109.23
	11/23/12	HEALTH PREMIUM	GENERAL FUND	POLICE ADMINISTRATION	13,153.05
	11/23/12	HEALTH PREMIUM	GENERAL FUND	REGULATE LAWFUL GAMBLE	55.04
	11/23/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	109.24
	11/23/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	109.25
	11/23/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	2,216.71
	11/23/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	2,216.77
	11/23/12	HEALTH PREMIUM	GENERAL FUND	ANIMAL CONTROL ENFORCE	133.20
	11/23/12	HEALTH PREMIUM	GENERAL FUND	PAVED STREETS	790.56
	11/23/12	HEALTH PREMIUM	GENERAL FUND	MISC SPECIAL DAYS/EVEN	618.04
	11/23/12	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	600.46
	11/23/12	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	600.30
	11/23/12	HEALTH PREMIUM	RECREATION	GOLF COURSE-GREEN	550.43
	11/23/12	HEALTH PREMIUM	RECREATION	PARK AREAS	1,460.36
	11/23/12	HEALTH PREMIUM	RECREATION	OLSON PARK CAMPGROUND	317.47
	11/23/12	HEALTH PREMIUM	RECREATION	TREE REMOVAL	173.58
	11/23/12	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	15.53
	11/23/12	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	47.35
	11/23/12	HEALTH PREMIUM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	145.26
	11/23/12	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	143.11
	11/23/12	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	71.54
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	27 ST-TH59-2600 FT W	7.94
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	SHERWOOD ST-NOB TO MUR	45.48

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	OVERLAY PROGRAM	30.91
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	FIRST AVE-11TH ST	35.45
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	COLLEGEWAY	117.52
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	CLARY ST-OSLO TO HUMIS	21.00
	11/23/12	HEALTH PREMIUM	IMPROVEMENT CONST	TH 59 N IMPROVEMENTS	31.75
	11/23/12	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	579.92
	11/23/12	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	689.45
	11/23/12	HEALTH PREMIUM	WATER	O-SOURCE WELLS & SPRNG	9.17
	11/23/12	HEALTH PREMIUM	WATER	O-PUMPING	94.76
	11/23/12	HEALTH PREMIUM	WATER	O-PURIFY LABOR	385.77
	11/23/12	HEALTH PREMIUM	WATER	O-DISTR SUPER AND ENG	634.94
	11/23/12	HEALTH PREMIUM	WATER	O-DIST UNDERGRND LINES	1,043.90
	11/23/12	HEALTH PREMIUM	WATER	O-DISTR MISC	425.60
	11/23/12	HEALTH PREMIUM	WATER	M-SOURCE WELLS & SPRNG	109.55
	11/23/12	HEALTH PREMIUM	WATER	M-TRANS MAINS	136.50
	11/23/12	HEALTH PREMIUM	WATER	M-TRANS HYDRANTS	127.43
	11/23/12	HEALTH PREMIUM	WATER	M-DISTR METERS	9.96
	11/23/12	HEALTH PREMIUM	WATER	GENERAL ADMIN	89.74
	11/23/12	HEALTH PREMIUM	WATER	ADMIN OFFICE SUPPLIES	2.29
	11/23/12	HEALTH PREMIUM	WATER	ADMIN MISC	24.51
	11/23/12	HEALTH PREMIUM	WATER	ACCTS-METER READING	317.47
	11/23/12	HEALTH PREMIUM	WATER	ACCTS-RECORDS & COLLEC	217.47
	11/23/12	HEALTH PREMIUM	WATER	PROJECT #2	117.13
	11/23/12	HEALTH PREMIUM	WATER	PROJECT #14	7.94
	11/23/12	HEALTH PREMIUM	WATER	PROJECT #14	324.43
	11/23/12	HEALTH PREMIUM	WATER	PROJECT #15	7.94
	11/23/12	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	624.55
	11/23/12	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	642.59
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	165.13
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	162.28
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	385.30
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,051.09
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	643.95
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	31.76
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	786.35
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	763.77
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-PURIFY MISC	6.19
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	GENERAL ADMIN	71.79
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	2.29
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROFESSIONAL SERVICES	63.49
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ADMIN MISC	24.50
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	181.92
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROJECT #8	46.37
	11/23/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROJECT #15	7.92
	11/23/12	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	919.65
	11/23/12	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	856.92
	11/23/12	HEALTH INSURANCE- NOV FOR	ELECTRIC	NON-DEPARTMENTAL	336.94
	11/23/12	HEALTH PREMIUM	ELECTRIC	O-DISTR MISC	974.07
	11/23/12	HEALTH PREMIUM	ELECTRIC	GENERAL ADMIN	436.72
	11/23/12	HEALTH PREMIUM	ELECTRIC	ADMIN OFFICE SUPPLIES	22.94
	11/23/12	HEALTH PREMIUM	ELECTRIC	ADMIN MISC	49.01
	11/23/12	HEALTH PREMIUM	ELECTRIC	ACCTS-METER READING	150.66
	11/23/12	HEALTH PREMIUM	ELECTRIC	ACCTS-RECORDS & COLLEC	928.83
	11/23/12	HEALTH PREMIUM	ELECTRIC	ACCTS-ASSISTANCE	317.47
	11/23/12	HEALTH PREMIUM	ELECTRIC	FA DISTR UNDRGRND COND	656.93
	11/23/12	HEALTH PREMIUM	ELECTRIC	FA DISTR UNDRGRND COND	386.06

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/23/12	HEALTH PREMIUM	ELECTRIC	FA DISTR ST LITE & SIG	631.60
	11/23/12	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	146.56
	11/23/12	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	57.63
	11/23/12	HEALTH PREMIUM	STORM WATER MANAGE	STORM DRAINAGE	158.74
	11/23/12	HEALTH PREMIUM	STORM WATER MANAGE	PROJECT #3	7.94
	11/23/12	HEALTH PREMIUM	STORM WATER MANAGE	PROJECT #13	37.54
	11/23/12	HEALTH PREMIUM	LIQUOR	O-GEN MISC	1,651.29
	11/23/12	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	43.16
	11/23/12	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	40.24
	11/23/12	HEALTH PREMIUM	AIRPORT	O-GEN MISC	137.57
	11/23/12	HEALTH PREMIUM	AIRPORT	PROJECT #11	34.06
	11/23/12	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	154.00
	11/23/12	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	154.00
	11/23/12	HEALTH PREMIUM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	242.43
	11/23/12	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	207.00
	11/23/12	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	207.00
	11/23/12	HEALTH PREMIUM	DATA PROCESSING	DATA PROCESSING	1,185.37
				TOTAL:	66,375.88
WIEME BOB	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
WIESE CAROLE	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	108.75
				TOTAL:	108.75
WINE MERCHANTS	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	975.55
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,700.00
	11/23/12	FREIGHT	LIQUOR	O-SOURCE MISC	48.00
				TOTAL:	2,723.55
WINTER MARY ANN	11/23/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	7.25
				TOTAL:	7.25
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14,204.57
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	38.80
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	64.00
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	207.75
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	400.08
	11/23/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,704.17
	11/23/12	MIX	LIQUOR	NON-DEPARTMENTAL	65.68
	11/23/12	WINE	LIQUOR	NON-DEPARTMENTAL	122.95
	11/23/12	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	89.43
				TOTAL:	17,718.57
WORTHINGTON AREA UNITED WAY	11/23/12	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	42.50
	11/23/12	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	42.50
	11/23/12	PAYROLL WITHHOLDING	RECREATION	NON-DEPARTMENTAL	5.00
	11/23/12	PAYROLL WITHHOLDING	RECREATION	NON-DEPARTMENTAL	5.00
				TOTAL:	95.00
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	11/23/12	FRANCHISE FEE PAYMENT-OCT	CABLE TELEVISION	CABLE	6,520.41
				TOTAL:	6,520.41
WORTHINGTON FOOTWEAR	11/23/12	BOOTS	RECREATION	PARK AREAS	158.40
				TOTAL:	158.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WORTHINGTON PLUMBING & HEATING	11/23/12	WATER HEATER & INSTALLATIO	RECREATION	GOLF COURSE-CLUBHOUSE	876.08
	11/23/12	INSTALL NEW URNIAL SHOP	WATER	M-DIST STRUCTURES	545.06
				TOTAL:	1,421.14
YMCA	11/23/12	2012 CONTRACT PAYMENT-NOVE	RECREATION	RECREATION PROGRAMS	3,855.91
				TOTAL:	3,855.91

===== FUND TOTALS =====

101	GENERAL FUND	77,783.93
204	SMALL CITIES GRANT	1,779.00
207	PD TASK FORCE	37,986.61
229	RECREATION	12,383.31
231	ECONOMIC DEV AUTHORITY	74.75
321	PIR/TRUNKS	210.57
401	IMPROVEMENT CONST	556.72
432	EVENT CENTER/AUDITORIUM	15,929.80
601	WATER	16,868.79
602	MUNICIPAL WASTEWATER	20,955.75
604	ELECTRIC	25,606.24
605	INDUSTRIAL WASTEWATER	15,787.52
606	STORM WATER MANAGEMENT	86,269.92
609	LIQUOR	114,131.75
612	AIRPORT	42,022.65
614	MEMORIAL AUDITORIUM	1,294.00
702	DATA PROCESSING	10,347.19
703	SAFETY PROMO/LOSS CTRL	327.50
705	HEALTH INS PLAN (TPA)	52,125.00
872	CABLE TELEVISION	6,520.41

GRAND TOTAL:	538,961.41
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