

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, April 11, 2011
City Hall Council Chambers

- A. CALL TO ORDER**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
 - 1. Additions/Changes
 - 2. Closure
- D. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Regular Meeting March 28, 2011
 - b. City Council Minutes of Special Meeting March 31, 2011
 - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting March 28, 2011
 - b. Planning Commission/Board of Appeals Minutes of April 5, 2011
 - c. Traffic & Safety Committee Minutes of March 30, 2011
 - d. Worthington Area Convention & Visitors Bureau Board of Directors Minutes of February 28, 2011
 - 3. FINANCIAL STATEMENTS (ORCHID)
 - A. Municipal Liquor Store Income Statement for the Period of January 1, 2011 through February 28, 2011
 - 4. B. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item

- 1. Application for On-Sale Beer License
- 2. Application for Temporary On-Sale Liquor License

C. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item

1. Placement of Stop Signs on Ray Drive

5. 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 - ENGINEERING (BLUE)

Case Items

2. TH 59/60 Phase II Cooperative Construction Agreement
3. Set Hearing for Final layout of Trunk Highway 59/60 Phase III Improvements
4. First Reading of Ordinance to Vacate Portions of First Avenue and Ninth Street

F. CITY COUNCIL BUSINESS - COMMUNITY/ECONOMIC DEVELOPMENT (GRAY)

Case Items

1. Request for Site Preparation Assistance Payment - 1325 Oxford Street
2. 2008-2010 Small Cities Close-Out Presentation - Informational Item

G. CITY COUNCIL BUSINESS- PUBLIC SAFETY (TAN)

Case Items

1. First Reading of Proposed Amendment to Section 99.02 (K) of the Worthington City Code

H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Approve Annual 2011 Summer Recreation Fees
2. Approve Annual Park Concession/Dock Permit Fees
3. Approve Amended Snow Policy

I. COUNCIL COMMITTEE REPORTS

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

J. CITY ADMINISTRATOR REPORT

K. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, MARCH 28, 2011**

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

Staff present: Craig Clark, City Administrator; Brad Chapulis, Director of Community/Economic Development; Dwayne Haffield, Director of Engineering; Mike Cumiskey, Public Safety Director; Jim Laffrenzen, Public Works Superintendent; Janice Oberloh, City Clerk.

Others present: Jim Nickel, Glenn Thuringer, Jeff Luce, Kari Lucern, Daily Globe; Jim Bunner, KWOA.

HONORARY COUNCIL MEMBER

Mayor Oberloh introduced Marty Rickers as the Honorary Council Member for the months of February, March and April, 2011.

AGENDA APPROVED

The motion was made by Alderman Woll, seconded by Alderman Kuhle and unanimously carried to approve the agenda as presented.

CONSENT AGENDA APPROVED

The motion was made by Alderman Woll and seconded by Alderman Wood to approve the consent agenda.

Alderman Nelson requested a correction to the March 14th regular City Council minutes to correct a typo. Mayor Oberloh noted concern regarding information in the Water and Light Commission Minutes of March 14, 2011 regarding hiring for the Water Department.

Following discussion, the motion was unanimously carried to approve the consent agenda as follows:

- City Council Minutes - Regular meeting March 14, 2011; Special Meeting of March 22, 2011
- Minutes of Boards and Commissions - Water and Light Commission Minutes of regular meeting March 14, 2011; Memorial Auditorium Advisory Board Minutes of December 7, 2010, January 4, 2011, February 1, 2011 and March 1, 2011
- Application to Block Street:
 - Solid Rock Assembly Church, to block South Shore Drive from Linda Lane to Flower Lane on May15, 2011 from 11:30 a.m. to 12:45 p.m. for their annual motorcycle rally
- Nominating Committee recommendations for appointments/reappointments to various City

Committees:

Airport Advisory Board -	Appoint Gary Ewert for a five year term to replace Rodney Elsing, which term will expire October 2015
	Reappoint Rich Lowe for a five year term, which term will expire October 2015
Econ. Dev. Revolv. Loan Fund -	Reappoint Royce Boehrs for a three year term, which term will expire January 2014
	Reappoint Kenton Meier for a three year term, which term expires January 2014
	Reappoint Jim Mahoney for a three year term, which term expires January 2014
Charter Commission	Reappoint Chuck Moore for a four year term, which term will expire February 2015
	Reappoint Jerry Eykyn for a four year term, which term will expire February 2015
	Reappoint Darlene Macklin for a four year term, which term will expire February 2015
	Reappoint Royce Boehrs for a four year term, which term will expire February 2015.
	Reappoint Alan Oberloh for a four year term, which term will expire February 2015
Memorial Auditorium -	Reappoint Diane Graber for a three year term, which term will expire August 2013
Park & Recreation Board -	Reappoint Sara Ricker for a three year term, which term will expire April 2014
	Reappoint Lynette Faragher for a three year term, which term will expire April 2014

- | | |
|-----------------------------|--|
| | Reappoint Shawn Fritz for a three year term, which term will expire April 2014 |
| Police Civil Service - | Appoint Jenny Anderson Martinez for a three year term to replace Jerry Eykyn, which term will expire December 2013 |
| Planning Commission - | Reappoint Dana Oberloh for a three year term, which term will expire April 2014 |
| | Reappoint Dale Ryen for a three year term, which term will expire April 2014 |
| Traffic & Safety Committee: | Appoint Mark Nelson for a three year term to replace Steve Robinson, which term will expire October 2013 |
| Water & Light Commission: | Reappoint Gary Hoffmann for a three year term, which term will expire April 2014 |
| | Reappoint Jim Elsing for a three year term, which term will expire April 2014 |
| • | Appointment of Cameron Johnson and Keith Wilson to represent the City of Worthington on the Joint Airport Zoning Board |
| • | Bills payable and totaling \$462,410.46 be ordered paid |

PRESENTATION ON AGING COMMUNITIES

Council received a presentation on aging communities from Jess Luce, Leadership Fellow with the Bush Foundation. Mr. Luce included information on Baby Boomer effects, demographic changes, Communities for a Lifetime concepts, and resource and contact information. Council thanked Mr. Luce for his presentation.

TEMPORARY ON-SALE LIQUOR LICENSE APPROVED - WORTHINGTON REGIONAL ECONOMIC DEVELOPMENT CORPORATION

Council considered an application for a temporary on-sale liquor license from Worthington Regional Economic Development Corporation (WREDC) for a reception to be held at Memorial Auditorium as part of their upcoming Bioscience conference. Discussion was held on the requirements for the license and liquor liability insurance.

The motion was made by Alderman Woll, seconded by Alderman Ten Haken and unanimously carried to approve the temporary on-sale liquor license for Worthington Regional Economic Development Corporation for one day, Wednesday, April 6, 2011.

PARKING LOT LEASE BETWEEN CITY OF WORTHINGTON AND NOBLES COUNTY APPROVED

Nobles County currently leases the parking lot located on the southeast corner of Ninth Street and Fourth Avenue to provide off-street parking for employees and patrons of the County government facility. While the lease was set to expire on April 1, 2011, staff received confirmation from Nobles County that they desired to continue to lease the lot. Certain aspects of the lease had been renegotiated including the following:

- Section 1 - Nobles County would be responsible for reconstruction or resurfacing of the parking lot (previously was City).
- Section 2 - Term of the lease would be five years (previously 10) at a rental rate of \$1,000 annually (previous rate was \$3,000 annually).
- Section 3 - allows for renewal of the lease after the initial 5 year lease (based on change of term in Section 2). If the lease was renewed after five years (2016), the rent would increase in accordance with the changes in the Consumer Price Index.
- Language clarification in item 7 that parking of abandoned or junk vehicles in violation of City Code is prohibited.

Council questioned the reduction in the lease amount from \$3,000 annually to \$1,000 annually. Craig Clark, City Administrator, responded that it was based on making the County responsible for reconstruction or resurfacing of the parking lot instead of the City. Council expressed concern that if the County would walk away the City would then be responsible for the resurfacing or reconstruction, or possibly even removal of the lot.

Following discussion, the motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the lease as written except that the rental rate in Section 1 be \$1,000 payable on the first day of April, 2011, and annually thereafter on the first day of April, with an additional \$3,000 payable on the first day of April, 2011 and annually thereafter on the first day of April, to an escrow account held by the City for use at the discretion of the City for the reconstruction, resurfacing, or removal of the parking lot, and to authorize the Mayor and Clerk to execute the lease following approval by the Nobles County Board of Commissioners.

ORDINANCE 1039 ADOPTED AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "M-1" (LIGHT MANUFACTURING) AND "M-2" (GENERAL MANUFACTURING) TO "B-2" (CENTRAL BUSINESS)

Pursuant to published notice, this was the time set for the third reading of a proposed ordinance amending Title XV of the Worthington City Code by rezoning the following legally described property from "M-1" (light manufacturing) and "M-2" (general manufacturing) to "B-2" (central business):

The following legally described area, presently included in the "M-1" and "M-2" districts, shall henceforth be included in the "B-2" district:

All of Block 3, Original Plat, City of Worthington, Nobles County, Minnesota.

Together with,

That part of Auditor's Subdivision of Block 2, Original Plat, City of Worthington, Nobles County, Minnesota, and that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and Government Lots 4 and 5 of Section 23, Township 102N, Range 40W, City of Worthington, Nobles County, Minnesota, and that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and Government Lots 1 and 2 of Section 26, Township 102N, Range 40W, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the most northerly corner of Auditor's Subdivision of Block 2, Original Plat, City of Worthington, Nobles County, Minnesota, according to the recorded plat thereof; thence on an assumed bearing of south 42°09'26" east, along the northeasterly line of said Auditor's Subdivision, a distance of 220.00 feet; thence north 47°52'16" east a distance of 313.00 feet; thence south 42°07'44" east a distance of 50.87 feet; thence south 43°45'51" west a distance of 92.95 feet; thence south 44°03'32" west a distance of 80.89 feet; thence south 42°04'02" east a distance of 0.50 feet; thence south 47°56' west a distance of 557.55 feet to the southeasterly extension of the northeasterly line of Lot 12 of said Auditor's Subdivision; thence north 42°09'27" west, along said southeasterly extension, a distance of 18.80 feet to the most easterly corner of said Lot 12; thence continuing north 42°09'27" west, along the northeasterly line of said Lot 12, a distance of 140.02 feet to the most northerly corner of said Lot 12; thence south 47°52'26" west, along the northwesterly line of said Lot 12, a distance of 30.00 feet to the southwesterly line of the northeasterly 30.00 feet of said Lot 12; thence south 42°09'27" east, along said southwesterly line, a distance of 140.02 feet to the southeasterly line of said Auditor's Subdivision; thence south 47°52'16" west, along said southeasterly line, a distance of 448.53 feet to the east line of Government Lot 2 of said Section 26; thence south 0°29'15" east, along said east line and the southeasterly line of said Auditor's Subdivision, a distance of 8.02 feet; thence south 47°52'27" west, along said southeasterly line, a distance of 69.96 feet to the northeasterly line of the southwesterly 6.00 feet of Lot 19 of said Auditor's Subdivision; thence northwesterly, along said northeasterly line, along a non-tangential curve, concave to the northeast, having a radius of 1141.83 feet, a central angle of 13°48'33", the chord of said curve bears north 31°44'19" west, a chord distance of 274.53 feet, an arc distance of 275.20 feet to the northwesterly line of said Auditor's Subdivision; thence north 47°52'26" east, along said northwesterly line, a distance of 922.17 feet to the point of beginning.

Together with,

That part of the Southeast Quarter of the Southeast Fractional Quarter of Section 23, Township 102 North, Range 40 West of the 5th P.M., bounded as follows: Beginning at the point of intersection of the southeasterly extension of the southwesterly line of Tenth Street and the southeasterly line of First Avenue; thence northeasterly along said southeasterly line of First Avenue, a distance of 90 feet; thence southeasterly, along a line at right angles to the last described course, an approximate distance of 46 feet to a point distant 9 feet northwesterly, as measured at right angles, from the center line of a Spur Track (I.C.C. No. 158) of the Chicago, St. Paul, Minneapolis and Omaha Railway Company, as said track is now located and established; thence

southwesterly, along a line parallel with said Spur Track center line, a distance of 90 feet, more or less, to the point of intersection of said southeasterly extension of the southwesterly line of Tenth Street; thence northwesterly, along said extension of the southwesterly line of Tenth Street, to the point of beginning.

and

That part of the Southeast Quarter of the Southeast Fractional Quarter of Section 23, Township 102 North, Range 40 West of the 5th P.M., bounded as follows: on the northwest by the southeasterly line of First Avenue; on the southwest by a line drawn at right angles to said southeasterly line of First Avenue from a point on said southeasterly line which is distant 313 feet northeasterly, as measured along said southeasterly line, from the southeasterly extension of the southwesterly line of Ninth Street; on the southeast by a line drawn parallel with and distance 50 feet northwesterly, as measured at right angles, from the center line of the main track of the Chicago, St. Paul, Minneapolis and Omaha Railway Company, as now located and established; and on the northeast by the southeasterly extension of the southwesterly line of Tenth Street.

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

ORDINANCE NO. 1039

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "M-1" (LIGHT MANUFACTURING) AND "M-2" (GENERAL MANUFACTURING) TO "B-2" (CENTRAL BUSINESS)

(Refer to Ordinance File for complete copy of Ordinance)

RESOLUTION ADOPTED AUTHORIZING EXECUTION OF HEAT AGREEMENT

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to adopt the following resolution, which reimburses \$7,590 for traffic enforcement during the HEAT wave periods set b the MN Department of Public Safety:

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the Worthington Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the project entitled Highway Enforcement of Aggressive Traffic (HEAT) during the period from October 1, 2010 through September 30, 2011.

The Public Safety Director, Michael J. Cumiskey, of Worthington is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Worthington Police Department and to be the fiscal agent and administer the grant.

REQUEST TO REPLACE UTILITY TRUCK APPROVED

Staff is requesting Council approval to replace a 1997 Chevrolet utility truck in need of a replacement transmission, battery and bench seat. The box on the truck is also in need of replacement and the brakes are at 50%. Staff noted that the cost of immediate repairs (transmission and battery) to the vehicle is within \$550 of the Kelly Blue Book value of \$3,675, and additional repairs would exceed the value of the vehicle.

Staff received the following quotes for the chassis:

K & S Motors	\$20,495 with trade
Kruse Motors	No Quote
Scholtes Motors	No Quote
Nelson Auto Center	\$20,473 without trade-state contract

The following quotes were received for a box/hoist:

Crysteel	\$10,699.34 state contract
Northern Truck Equip	\$14,000.00 (minimum-could not compete against state contract)

Staff received a quote from Dyke's Auto to purchase the current unit for \$1,500. Staff was recommending purchasing the replacement vehicle from Nelson Auto Center and the box and hoist from Crysteel Distributing. The unit would be funded by use of designated reserves (\$25,916.00), proceeds from the sale of the current unit (\$1,500), and operating budget funds or park equipment reserve funds (\$5,125.84 maximum).

The motion was made by Alderman Nelson, seconded by Alderman Ten Haken and unanimously carried to approve the replacement of the utility truck as proposed.

PROPOSAL APPROVED FOR PROFESSIONAL SERVICES FOR RIGHT-OF-WAY ACQUISITION FOR TH 59 NORTH INFRASTRUCTURE IMPROVEMENTS

The City is in position to receive Transportation Economic Development grant funding for the initial TH 59 North Commercial/Industrial Park infrastructure improvements, and as such, property acquisitions must meet certain standards. A proposal from Bolton and Menk had been received for preparation of two property descriptions for acquisitions related to the project. These land surveying services were not included in the original design. The fee for the two legal description is \$600 (\$300 per description). Staff was also recommending the placement of two permanent iron survey markers at the corners of the two tracts of land. Bolton and Menk noted in their proposal that they could perform placement at a cost of and additional \$600.

Staff had also received proposals from Evergreen Land Services (ELS) and WSB and Associates for services associated with necessary property acquisitions for the project. ELS is the firm that

completed the Ray Drive acquisitions, and WSB is the firm currently working or MnDOT on the TH 60 right-of-way acquisitions. The fees for the ELS proposal were \$10,600, while the WSB fees were proposed to be \$11,700. Staff was recommending acceptance of the Evergreen proposal.

The motion was made by Alderman Woll, seconded by Alderman Nelson and unanimously carried to approve the proposal for professional services from Bolton and Menk and from Evergreen Land Services at a combined total of \$11,800.

The \$11,800 will need to be financed as part of the total project.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - Was in St. Paul on Wednesday and Thursday and sat in on several good discussions. Also extended an invitation to the Governor to come to Worthington.

Alderman Ten Haken - nothing to report but thanked those who went up to St. Paul.

Alderman Kuhle - Had a Cable 3 Joint Powers meeting - looking to be a stronger voice for Worthington.

Alderman Nelson - Had a Highway 60 Aesthetics meeting - things are going pretty well in the Morningside area - bridge design is about done, and they also discussed round-a-bouts.

Alderman Wood - Water and Light Commission met today and discussed the Owatonna survey which showed we're the lowest electrically (the Missouri River survey should be out in a couple months) and also talked about land acquisition in the well area. Provided a brief update of the Lewis and Clark project.

Alderman Woll - Former YMCA / Senior Center site received notification they are within the 60 to 120 day window for availability for redevelopment. Reported on his breakout session in St. Paul on consolidation and efficiency. Commented on Vocal Essence project in the school now. Also noted he had received several phone calls regarding the Clean Water Partnership's request for funding.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, reported that the Minnesota Senate moved their tax bill which says the 2011 LGA will be at the 2009 level - 2012 will be at the 2010 level. Mr. Clark reminded Council of the special meetings on the 31st and the 5th for work session items. Also thought the St. Paul trip went well.

ADJOURNMENT

The motion was made by Alderman Ten Haken, seconded by Alderman Wood and unanimously carried to adjourn the meeting at 9:00 p.m.

Janice Oberloh
City Clerk

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING, MARCH 31, 2011**

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

Staff present: Craig Clark, City Administrator; Mike Cumiskey, Director of Public Safety; Janice Oberloh, City Clerk; Jim Laffrenzen, Public Works Superintendent (7:25 a.m.); Scott Rosenberg, Parks Supervisor (7:26 a.m.).

Others present: Gary Kellen and Lynn Olsen, Sanford; Jim Bunner, KWOA; Brittany Workman, Daily Globe.

Mayor Oberloh requested to take the agenda out of order with the Hospital Reserve Update to be last.

FIRE STATION / AMBULANCE - SANFORD PARTICIPATION REQUEST

Craig Clark, City Administrator, gave a brief background on the fire station project and the discussions thus far between the City of Worthington and Sanford Health regarding their participation in the project. Sanford has expressed a renewed interest in participating in the project, but with scaling the ambulance portion down from four bays to three. The architects estimate for that portion of the project is \$600,000, but Sanford is bringing \$400,000 to the project. Lynn Olsen, Sanford Worthington CEO, and Gary Kellen, President of Sanford Worthington Board of Directors were at the meeting to discuss their participation with Council. Discussion included Sanford's capital expenditure program, preferred location of the ambulance garage, helipad, etc. Mr. Olsen noted they had received notification from the City that their current ambulance storage location on 14th Street did not allow for them to dispatch from, and added that they would comply with that notification. Council consensus was to not push Sanford into a location that did not fit with their capital plan, but noting that the City needed to continue to move ahead with their plans for the fire hall project.

SNOW REMOVAL POLICY APPROVED

Jim Laffrenzen, Public Works Superintendent, told Council the proposed snow removal policy is an update to the policy adopted in 1996, and includes some language changes but the biggest change would be the City's ability to declare a snow emergency. Declaration would come from either him or Mike Cumiskey, Public Safety Director, or their designee, and would apply on those occasions when "no travel was advised". The City is restricted by the State on when we can tow vehicles but declaring a snow emergency would allow the City to tow a vehicle for snow removal without waiting two days.

Council also discussed the possibility of "no parking" on Humiston Avenue, whether it be during snow removal, odd even parking enforcement months, or at all times. More information will be

obtained on this issue for a future discussion.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the changes to the City of Worthington Snow Plowing and Ice Control Policy as stipulated, and that staff review the specific situations discussed by Council.

COMMUNITY SERVICE OFFICER AGREEMENT (WORK STUDY) APPROVED

Mike Cumiskey, Public Safety Director, was requesting authorization for participation in a program through the local college that would allow the use of students from the MN West Law Enforcement program to work limited hours for the City of Worthington with the Community Service Officer for a limited number of hours. Chief Cumiskey noted the goal is to add some night and weekend enforcement times, possibly 40 hours every two weeks, and possibly between two people. The City would be responsible for 25% of the wage, or \$2,340 for 52 weeks. No benefits would be required to be provided while the position is less than 30 hours per week.

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to move forward with the contract for the work study program participation after having it reviewed by legal council.

HOSPITAL RESERVE UPDATE/DISCUSSION

Council discussed the hospital sale proceeds including projects completed thus far with the sale proceeds, the recent request from the Clean Water Partnership for funds, and investing the remaining hospital sale proceeds and allowing only the interest to be spent. Also discussed was paying back some of the funds from the designated accounts, including the aquatic center. Council requested that staff come back with a procedure that Council could use in considering future requests for funding from hospital sale proceeds. In addition, staff will investigate how much the City has contributed already to some of the projects being considered for hospital sale dollars, including clean water, and the amount put into public safety. Payments from Nobles County and Worthington Public Utilities will also be looked at to be sure there is participation from our partners.

ADJOURNMENT

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to adjourn the meeting at 8:34 a.m.

Janice Oberloh
City Clerk

UNAPPROVED

**WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
MARCH 28, 2011**

The regular meeting of the Water and Light Commission was called to order in the Worthington Public Utilities Conference Room at 3:00 P.M., DST, by President Robert J. Demuth with the following members present: Randy Thompson, James Elsing, Ron Wood and Gary Hoffmann.

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Elsing, seconded by Commissioner Wood and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held March 14, 2011.

FINANCIAL STATEMENTS AND STAFF REPORTS

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

OWATONNA PUBLIC UTILITIES ELECTRIC & WATER RATE SURVEY

Scott Hain, General Manager, reviewed the residential, commercial and industrial electric cost comparisons and rankings compiled by Owatonna Public Utilities for January through December 2010. Based on the information in the survey, Worthington Public Utilities had the lowest annual costs for all customer classes. Fifteen electric utilities were surveyed including eleven municipals, two cooperatives and two investor-owned utilities.

Mr. Hain also reviewed the residential, commercial and industrial water rate comparisons from twelve municipal water utilities. Worthington was not included in the survey; however, our annual costs were in the average range for all customer classes when compared to the utilities surveyed.

ELECTRIC REVENUE BOND REFUNDING

Scott Hain, General Manager, reviewed the results of the bond refunding through Piper Jaffray & Company for the 2011 through 2016 maturities for the \$2,570,000 electric revenue bonds, Series 2001A. Mr. Hain reported that the sale achieved a savings of \$58,249.95.

SUBSTATION TIE TRANSMISSION PROJECT UPDATE

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

AREA TRANSMISSION SYSTEM IMPROVEMENTS

Scott Hain, General Manager, provided the Commission with an update on the area transmission improvements that are taking place at the present time and continuing throughout the summer months. Mr. Hain reported that Worthington's substations will be on alternate feeds throughout much of the summer which increases our vulnerability to transmission related outages.

WELLHEAD PROTECTION AREA LAND ACQUISITION

The Commission was asked to consider approving an expenditure totaling \$20,670 as Worthington Public Utilities' share towards the purchase of approximately 47.86 acres of land in the Lake Bella wellhead protection area. Pheasants Forever acquired the land for \$159,000 or \$3,322.19/acre. Mr. Hain reported that there are adequate funds included in the 2011 Water Department budget for wellhead protection activities. Mr. Hain also provided the Commission with a presentation illustrating the areas of high vulnerability in the Lake Bella wellhead protection area and previous property acquisitions that have taken place in that area.

After discussion, a motion was made by Commissioner Hoffmann, seconded by Commissioner Thompson and unanimously carried to approve a contribution of \$20,670 to Pheasant's Forever towards the acquisition of 47.86 acres of land in the Lake Bella wellhead protection area.

W&L COMMISSION APPOINTMENTS

Scott Hain, General Manager, reported that Commissioner Elsing's first term and the un-expired term that Commissioner Hoffmann is completing for Scott Bradley will both expire on March 31, 2011. Commissioners Elsing and Hoffmann have indicated a willingness to serve another term on the Water and Light Commission. Mr. Hain reported that it is anticipated that City Council will appoint Commissioners Elsing and Hoffman to new terms at their regular meeting on March 28, 2011.

LEWIS & CLARK PROJECT UPDATE

Scott Hain, General Manager, reported that the Lewis & Clark Regional Water System Board of Directors approved a revised plan to proceed with construction activities on the Lewis and Clark project at their March 24, 2011, regular meeting. Mr. Hain reviewed the plan with Commission members. He reported that revisions to the existing construction plan were necessary as a result of uncertain federal funding levels.

MISSOURI RIVER ENERGY SERVICES ANNUAL MEETING

Scott Hain, General Manager, reported that Missouri River Energy Services will be holding their 46th annual meeting May 10-11, 2011, in Sioux Falls.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Thompson, seconded by Commissioner Wood and unanimously carried to approve the utility bills payable totaling \$272,922.93 for March 18 and March 25, 2011.

ADJOURNMENT

A motion was made by Commissioner Thompson, seconded by Commissioner Hoffmann and unanimously carried to adjourn the meeting at 4:03 P.M., DST. President Demuth declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

*****DRAFT*****

**Planning Commission/Board of Appeals Minutes
April 5, 2011**

The meeting was called to order at 7:00 p.m. by Chad Nixon in the City Hall Council Chambers.

Members Present: Mike Kuhle, Kelly Meyer Chad Nixon, Dana Oberloh, Bruce Pass, Dale Ryen.
Members Absent: Jan Lowe (excused)
Staff Present: Brad Chapulis, Director of Comm/Econ. Dev; Julie Haack, Secretary
Others Present: Michael Edwards

Approval of Minutes

A motion to approve the minutes of the March 1, 2011, meeting made by Mike Kuhle was seconded by Dale Ryen and passed unanimously.

Planning Commission Business

Public Hearing and Recommendation to City Council

Variance - 1533 Park Avenue

A variance application has been submitted by Ben Petersen which, if approved, would allow the third stall of an attached garage on a new single family dwelling to encroach 2 feet into the required 20 foot rear yard setback established for this particular property through the issuance of a variance in 1968. The layout of the proposed structure on the lot, the actual amount of encroachment, and the angle of the rear lot line were discussed. It was noted that the area of the third stall that actually encroached was a triangular shaped section that was 2 feet wide at the widest point and 6 feet long.

Chad Nixon opened the public hearing. Michael Edwards, building contractor for the project, explained that if the width of the third stall were reduced, an overhead garage door would not fit. To minimize encroachment, the owner set the third stall back from the other stalls by two feet.

There were no other comments from the public. Dana Oberloh motioned to close the public hearing. The motion was seconded by Kelly Meyer and passed unanimously.

In response to questions from the Commission, Brad Chapulis noted that no comments for or against the project were received and that notices were mailed to property owners within 350 feet of the subject property.

After discussion, Bruce Pass motioned to approve the variance due to the unique shape of the lot and

DRAFT

the angled rear lot line. The motion was seconded by Dale Ryen and passed unanimously.

Brad Chapulis informed the contractor that the decision of the Planning Commission would be final after a seven day waiting period, unless an appeal were filed, and the homeowner receive notice.

Public Hearing and Recommendation to City Council

Vacation of Public Right-of-Way: Ninth Street and First Avenue

The City of Worthington has submitted a petition for the vacation of First Avenue, between Ninth Street and Tenth Street, and Ninth Street, between First Avenue and Second Avenue, so that the right-of-way can become part of the project area for the proposed fire station. The petition has been signed by the owners of more than 50% of the property abutting and within 300 feet from the right-of-way.

Chad Nixon opened the public hearing. There were no comments from the public. Mike Kuhle motioned to close the public hearing. The motion was seconded by Dana Oberloh and passed unanimously.

Mike Kuhle motioned to recommend vacation of the right-of-way with the following conditions:

1. The applicant obtain title to the vacated street from the heir(s) or assign(s) of the Drakes.
2. The applicant relocate the affected utilities to accommodate the construction of the fire station or grant a utility easement to protect the utilities should the fire station project not proceed.

The motion was seconded by Kelly Meyer and passed unanimously.

Other Business

Jan Lowe's term has expired but her seat remains unfilled. The Commission was asked to consider candidates for the seat and pass that information on to City staff. As Jan was Vice-Chair, election of a new Vice-Chair will be held at an upcoming meeting.

Next Meeting

The next meeting is scheduled for May 3, 2011.

Adjournment

As there was no further business before the Planning Commission, Mike Kuhle motioned to adjourn the meeting at 7:27 p.m. The motion was seconded by Kelly Meyer and passed unanimously.

Julie Haack
Secretary

DRAFT

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

The meeting was called to order at 1:30 p.m. by Scott Nelson.

Members Present: Brad Chapulis, Chris Dybeveck, Dwayne Haffield, Jim Laffrenzen, Scott Nelson, Steve Robinson, Steve Schnieder, Dave Skog
Members Absent: None
Others Present: Julie Haack, Secretary; Tim Gaul, Worthington PD

Approval of Minutes

A motion made by Brad Chapulis was seconded by Chris Dybeveck and passed unanimously to approve the November 17, 2010, meeting minutes.

Traffic and Safety Committee Business

Stop Signs on Ray Drive

It has been planned that stop signs would be installed at the Ray Drive intersection when the south leg becomes active. Hy-Vee installed the stop sign at the south leg as part of its approved site plan for the new store. The City will install the other two signs. Steve Robinson motioned to recommend approval of the installation of two stop signs at the Ray Drive intersection. The motion was seconded by Brad Chapulis and passed unanimously.

Traffic Congestion on First Avenue SW at Prairie Elementary School Entrance

Tim Gaul asked that the traffic congestion on First Avenue SW at the Prairie Elementary School entrance be reviewed. He noted that for an hour or more each morning, cars are backed up as far as Knollwood Drive as people try to enter and exit the parking lot. He sees people turn west to Knollwood Drive to get to South Shore Drive so that they can go east. It was estimated that more than 200 kids are dropped off at school rather than riding the bus. The school is responsible for providing adequate vehicle storage on their property; however, if the problem is on coming traffic, the City would be responsible. With the help of SEH, the school will be resurfacing and reconstructing the parking lot this summer. Changes will be made to the parking lot at that time to improve traffic flow and driver compliance. If that does not alleviate the congestion, street traffic will be studied to determine if construction of a left turn lane would be appropriate.

CSAH 10 (North Crailsheim Road) and CSAH 5 (Oxford Street) Intersection Update

Steve Schnieder reviewed the planned changes to the intersection of CSAH 10 (North Crailsheim Road) and CSAH 5 (Oxford Street) that include turn lanes and through lanes as well as moving the crosswalk to the east side of the intersection near the crosswalk signs or by Sally's Alley. School speed zone signs will also be installed but the speed limit for when children are present has yet to be set. The changes will be in place before the 2011-12 school year.

DRAFT

Other Business

Good comments have been received regarding the signal at Humiston Avenue and Ryan's Road. Chris Dybevick noted that there hasn't been an accident at that intersection since the signals were turned on but before that there was an average of one accident per week.

As his term has expired and this was his last meeting, Steve Robinson was thanked for his service.

Adjournment

With no further business before the Committee, a motion made by Chris Dybevick was seconded by Jim Laffrenzen and unanimously carried to adjourn the meeting at 2:27 p.m.

Julie Haack
Secretary

Worthington Area Convention and Visitors Bureau
Board of Directors Meeting
February 28, 2011
Chamber of Commerce/CVB Office
4:45 P.M.

Present: Jason Vote, Diane Schettler, Amber Luinenberg, Trevor Nickel, Dave Hartzler, Joni Harms, Dale Ryen, Darlene Macklin, Amanda Walljasper, Susanne Murphy, Jason Junker, Scott Nelson, Bryan Ahlers and Ashley Goettig.

Excused Absence: Juan Palma, Randy Thompson, Barb Atchison and Jeff Fouch

Chairman of the Board Joni Harms presiding.

Minutes of the January 10, 2011 meeting were approved as presented.

The January, 2011 financial statement was accepted as presented.

Bio-Science Sponsorship: The Convention & Visitors Bureau Board of Directors looked at sponsoring the Bio-Science Conference. A motion was passed unanimously to approve a \$2,000.00 sponsorship. The suggestion was to be a sponsor for the Wednesday evening reception and Jack Schultz.

International Festival Sponsorship: The International Festival is currently seeking sponsorships for the 2011 International Festival. A motion was passed unanimously to provide \$1,000.00 to the International Festival in advertising assistance.

Committee Reports: Motel Advisory – The Motel Advisory committee will be paying the extra amount of dollars for the Visitors Guide to be inserted in the Daily Globe. The committee is also in the process of allocating dollars for 2011 advertising.

Sports and Recreation – The Wild Turkey Shoot-Out will be on Saturday, March 19, 2011.

March Board Of Directors Meeting: Executive Director Macklin asked the Board if they would be able to meet on March 30th or March 31st. Jay Milbrath would like to make a presentation to the Board of Directors about a potential use for the old elevators by Lampert Yards. Board members were

in agreement to have the March meeting either on March 30th or 31st to accommodate Milbrath.

New Business: Marv Spomer would like to give the Board of Directors a tour of Spomer Classics. It was recommended to have the April Board Meeting at Spomer Classics.

Executive Director Macklin asked for the Boards opinion on the Convention & Visitors Bureau's current insurance policy level of only \$500,000.00. The question was raised whether or not the liability policy should be increased to two million dollars. It was unanimous that the policy should be increased to the recommended amount of two million dollars.

Chairman Harms informed the board that the Executive Board had met to discuss staff needs for the Chamber and Convention and Visitors Bureau. Under consideration is one additional staff person or redistributing job responsibilities with the present staff. The board will be kept abreast of the recommended changes.

New Business: Scott Nelson gave a report of city activities that are being addressed. Mentioned was the proposed event center, Memorial Auditorium and the fire hall.

There being no further business to be brought before the Board, the meeting adjourned.

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/11 Through 2/28/11
(Amounts in Dollars)

	Total 2011 Budget	FEBRUARY		% YTD Actual to Budget	YTD	
		Actual	Previous Year		Actual	Previous Year
Sales						
Liquor	990,000	75,928	68,846	15.0%	148,028	137,734
Wine	290,000	25,040	20,495	16.5%	47,945	38,457
Beer	1,250,000	77,592	77,411	12.0%	150,354	155,493
Mix/nonalcohol	36,000	2,324	1,836	13.4%	4,807	3,933
NSF charges	-	30	37	0.0%	60	44
Net Sales	2,566,000	180,914	168,625	13.7%	351,194	335,661
Cost of Goods Sold						
Liquor	753,855	56,187	50,946	14.5%	109,553	101,923
Wine	198,750	16,246	13,297	15.7%	31,177	24,951
Beer	942,075	58,031	57,896	11.9%	112,526	116,293
Soft drinks/mix	28,053	1,809	1,429	13.4%	3,754	3,062
Freight	13,000	1,102	1,186	8.5%	1,102	1,186
Total Cost of Goods Sold	1,935,733	133,375	124,754	13.3%	258,112	247,415
Gross Profit	630,267	47,539	43,871	14.8%	93,082	88,246
Operating Expenses						
Personnel services	252,598	20,406	13,683	12.5%	31,588	24,739
Supplies	9,600	1,237	794	13.9%	1,339	1,530
Other services & charges	92,172	10,384	13,450	15.7%	14,461	17,077
Depreciation (estimated)	16,500	1,375	1,375	16.7%	2,750	2,750
Total Operating Expenses	370,870	33,402	29,302	13.5%	50,138	46,096
Operating Income (Loss)	259,397	14,137	14,569	16.6%	42,944	42,150
Non-Operating Revenues (Expenses)						
Interest earnings **	3,000	250	417	16.7%	500	834
Other non-operating	-	-	-	-	-	-
Total Non-Operating Revenue (Expense)	3,000	250	417	16.7%	500	834
Net Income (Loss) b/Operating Transfers	262,397	14,387	14,986	16.6%	43,444	42,984
Operating Transfers-Out	(200,000)	(16,667)	(16,667)	16.7%	(33,334)	(33,334)
Net Income (Loss)	62,397	(2,280)	(1,681)	N/A	10,110	9,650

** Includes two months budget

ADMINISTRATIVE SERVICES MEMO

DATE: APRIL 8, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. APPLICATION FOR ON-SALE BEER LICENSE

The following application for an On - Sale Beer License has been received:

Nobles County Speedway, Inc. - 1600 Stower Drive

All the required documentation and fees have been received. Council action is requested on the application.

2. APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE

Worthington Area Chamber of Commerce has submitted an application for a temporary on-sale liquor license for their 2011 Salute to Women's Banquet:

Applicant: Worthington Area Chamber of Commerce - Joni Harms
Address: 1121 Third Avenue
Event: 2011 Salute to Women's Banquet
Date/Location: Monday, April 25, 2011
Ben Lee's Café - 212 Tenth Street

ENGINEERING MEMO

DATE: APRIL 8, 2011
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. PLACEMENT OF STOP SIGNS ON RAY DRIVE

At the time the layout for the intersection of Ray Drive and the north Hy-Vee entrance was developed, it was determined that the intersection should be signed as a three (all) way stop. This determination was based on the recommendation of the SEH traffic engineer involved in the development of the preferred alternative (sign, backage road construction, etc.) and concurrence of City staff. The stop condition of the north Hy-Vee entrance was incorporated into that site design. Due to the lack of a definitive schedule for the installation of the north Hy-Vee entrance, the Ray Drive plans treated the intersection as a sharp bend with no other traffic control. The completion of the Hy-Vee project warrants the consideration of installation of the stop signs on both legs of Ray Drive at the intersection. The Traffic and Safety Committee concurred with the original concept of a three-way stop and recommends that Council authorize installation of a stop sign on each leg of Ray Drive at its intersection with the north Hy-Vee entrance.

CASE ITEMS

2. TH 59/60 PHASE II COOPERATIVE CONSTRUCTION AGREEMENT

Exhibit 1 includes the proposed cooperative construction agreement between the City and the Minnesota Department of Transportation (MnDOT) pertaining to the TH 59/60 Phase II construction project. Exhibit 1 excludes the agreement's exhibits and Schedule I. The "Conveyance Area" exhibit and Schedule I are included as a separate attachment to the agenda. The "Drainage Area" exhibit is available for review at the City Engineer's office. The agreement establishes the City's share of project costs, assigns future maintenance responsibilities to the City, sets forth the roadways and drainage facilities to be released to the City, and establishes certain conditions for future use of the drainage facilities.

Costs

The net City share includes that for the costs of sanitary sewer and water main relocations and improvements to be completed under the state contract. In the same manner the City permits utilities in its right-of-way under the condition that those utilities are not to add

costs to right-of-way improvements, MnDOT directs the relocation or adjustment of permitted utilities to accommodate its right-of-way improvements. An exception is that the costs for relocating utilities for the first time in acquired right-of-way is paid for by MnDOT. To reduce the cost and improve construction coordination of any required relocations of water and sewer mains, the City requested that the work be completed in the highway improvement contract through a cooperative construction agreement. Staff also reviewed existing sewer and water mains to determine if it will be advantageous to undertake other improvements prior to the highway project just as it evaluates such needs prior to undertaking City street construction or reconstruction. The optional improvements are also included under the cooperative agreement as allowed by MnDOT for coordination and cost saving reasons. The various items of work, costs and funding were further detailed in a memo previously provided to Council.

The net City share also includes certain storm sewer construction and land acquisition project costs. The City's contribution toward these storm sewer related costs results from implementing the concept of the City paying for costs of additional or modified improvements needed to address its long term storm sewer needs that can be accomplished at this time to avoid additional costs in the future. This results in the City paying for the incremental cost to increase the size of certain culverts and one storm sewer, and to acquire additional property adjacent to that being acquired by MnDOT for storm water ponds. The base line culvert and pipe sizing is based on perpetuating existing drainage. The increased sizing is based on accommodating additional development. The additional sizing does not complete the improvements required for future development but avoids replacing work completed in the TH 60 project at the time such future improvements are undertaken.

The costs for highway lighting not desired by MnDOT would be a City share except for the availability of a balance of the aesthetics allowance. Whereas the City will be installing all of the project's lighting, the net amount due to the state reflects a credit for MnDOT's payment of its desired lighting and the contribution of the aesthetics' funding. The true costs for the sanitary sewer, water main, and/or storm sewer work will be reconciled through an internal transfer of funds to the Electric fund.

The itemized construction costs in the agreement's Schedule I are estimates. The initial payment by the City will be based on the bids received. Final payment will be reconciled as needed based on final quantities. The City will be providing inspection of sanitary and water main work but is also responsible for a share of the construction engineer costs of MnDOT for overall project management.

Maintenance, and Release of Roadways and Drainage Facilities

City maintenance responsibilities include that of the trails being constructed and the

landscaping from southwest of Nobles Street to the railroad bridge (excluding the C.S.A.H. 35 roundabout). The City is to be responsibility for the offtake ditch and the basins identified as WQ5305-37, WQ5305-41, WQ5305-42, WQ5305-43, WQ5305-44, and WQ5305-45. The basis for distributing responsibility for this maintenance is that the drainage areas utilizing these facilities are dominated by properties other than highway right-of-way. Additionally, the level of maintenance needed by MnDOT, particularly of the offtake ditch, is less than that which the urban environment tends to warrant. The right-of-way of the offtake ditch and the area for pond expansion will be conveyed to the City which will eliminate the need for permitting in the future. Maintenance and operation of street lighting will be the responsibility of the City. This is consistent with other trunk highway lighting within the City and MnDOT policy. All local streets being modified or improved such as Kragness Avenue, Douglas Avenue, and the Morningside Drive turnarounds will be released to the City or otherwise be the City's maintenance responsibility (portions within TH right-of-way). The drainage pond areas associated with future expansion and the offtake ditch will also be conveyed to the City.

Future Storm Water Improvements

Future drainage changes to accommodate development will require addition storm water facility improvements. In addition to piping that may be needed, expansion of retention facilities will be required to prevent overloading the drainage facilities being constructed in the highway project. As previously noted, improvements are incorporated into the project to facilitate the City's master drainage plan, however, additional improvements are needed to complete the master plan. The agreement includes MnDOT oversight provisions to protect against drainage changes that will negatively impact the highway. This essentially means that the City must complete its master plan as development occurs.

Review and Recommendation

The City Attorney has reviewed the agreement and finds nothing which is out of the ordinary and/or which is not required by state statute. Staff finds the agreement to be consistent with the representations made by MnDOT over the past several months and represents understandings that have been anticipated. Staff recommends that Council approve the agreement and authorize its execution by passing the resolution included in Exhibit 1.

3. SET HEARING FOR FINAL LAYOUT OF TRUNK HIGHWAY 59/60 PHASE III IMPROVEMENTS

Minnesota Statute provides that highway improvement plans for a project such as that for Trunk Highway 59/60 are to be reviewed and approved by the municipality. Approval is

of a final layout rather than final plans (except changes in the final plan from the final layout must be approved). Statute requires that the municipality consider the final layout following a public hearing conducted by the municipality. Notice of the hearing must be provided 30 days in advance of the hearing. Text from MS 161.164 is provided at the end of this case item.

The Minnesota Department of Transportation (MnDOT) has prepared a layout, project report, and good faith estimate. The report and estimate are included as Exhibit 2. The layout is available for review at the City Engineer's Office. Generally, the layout remains as previously presented at open house meetings and online although there have been some changes in the Spring Avenue connection and more potential trail/walk have been delineated. Determination of the need for and funding of the trail/walk routes continues to evolve. While the trail provided in Phase II and its continuation that parallels the highway in Phase III supplement the corridor for improved walk and rideability, certain of the walks considered in Phase III only provide connection between the existing City system and the corridor. MnDOT central office is evaluating the appropriate funding (local) for those connections. The realignment of the Spring Avenue connection provides an opportunity to consider additional alternatives to trails/walks. It is intended that the status of the trail/walk evaluation will be presented at the time of the hearing and needs to be established at the time a cooperative agreement is considered.

The estimate is preliminary in nature and tends to represent a worst case scenario in regard to sanitary sewer and water main costs although final costs may also be somewhat higher than estimated at this time. The sanitary sewer and water main costs are similar to those presented in the previous case item and include a combination of required and elected modifications. The specific plans are being developed and may affect the scope and share of costs. The estimate does not include any electric relocations which, if any, are not able to be defined at this time. The estimate does identify a City share for a single leg of the signal at Armour Road which is being investigated in regard to eligibility for County State Aid funding.

MnDOT has requested and staff recommends that Council call the hearing for May 23, 2011 at 7:00 p.m. at a regular Council meeting. A notice will be published in the official newspaper as required.

161.164 FINAL LAYOUT APPROVAL PROCESS.

Subdivision 1. Submission of final layout. Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway. The final layout must be submitted as part of a report containing any supporting data that the commissioner deems helpful to the governing body in reviewing the final layout submitted. The supporting data must include a good faith cost estimate of all the costs in which the governing body is expected to participate. The final layout must be submitted before final decisions are

reached so that meaningful early input can be obtained from the municipality.

Subd. 2. Governing body action. (a) Within 15 days of receiving a final layout from the commissioner, the governing body shall schedule a public hearing on the final layout. The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project. The governing body shall give at least 30 days' notice of the public hearing.

(b) Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing, as follows:

(1) If the governing body approves the final layout or does not disapprove the final layout in writing within 90 days, in which case the final layout is deemed to be approved, the commissioner may continue the project development.

(2) If the final construction plans contain changes in access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the governing body, the commissioner shall resubmit the portion of the final construction plans where changes were made to the governing body. The governing body must approve or disapprove the changes, in writing, within 60 days from the date the commissioner submits them.

(3) If the governing body disapproves the final layout, the commissioner may make modifications requested by the municipality, decide not to proceed with the project, or refer the final layout to an appeal board. The appeal board shall consist of one member appointed by the commissioner, one member appointed by the governing body, and a third member agreed upon by both the commissioner and the governing body. If the commissioner and the governing body cannot agree upon the third member, the chief justice of the Supreme Court shall appoint a third member within 14 days of the request of the commissioner to appoint the third member.

Subd. 3. Appeal board. Within 30 days after referral of the final layout, the appeal board shall hold a hearing at which the commissioner and the governing body may present the case for or against approval of the final layout referred. Not later than 60 days after the hearing, the appeal board shall recommend approval, recommend approval with modifications, or recommend disapproval of the final layout, making additional recommendations consistent with state and federal requirements as it deems appropriate. It shall submit a written report containing its findings and recommendations to the commissioner and the governing body.

4. FIRST READING OF ORDINANCE TO VACATE PORTIONS OF FIRST AVENUE AND NINTH STREET

The petition to vacate portions of First Avenue and Ninth Street for the construction of the proposed fire hall has been considered by the Planning Commission at a public hearing held on April 5, 2011. The vacation of Ninth Street would be from Second Avenue to First Avenue. The vacation of First Avenue would be from Ninth Street to Tenth Street. As previously presented to Council, the petition was signed, upon execution by the City, by the owners of more than 50% of the property abutting and within 300 feet from the right-of-way to be vacated.

The right-of-way proposed to be vacated was dedicated in the plat of Worthington. The underlying title to the platted right-of-ways was held by the original platter (railroad company) and does not go to abutting properties upon vacation. As a standard condition of vacation, the Planning Commission did recommend that the vacation be subject to the City obtaining title to the vacated street so as to prevent the creation of an unintended tract of land. The title to the right-of-ways included in the plat of Worthington was subsequently conveyed and inherited by members of the Drake family. At this time a single member of the Drake family is found to hold the interests in the right-of-ways of the plat of Worthington and certain other early plats in Worthington. The City Attorney is in the process of having all those rights conveyed to the City to not only address this proposed right-of-way vacation but also to allow for local management of conveyances in future vacations.

A communication cable and a trunk water main are located within the right-of-way proposed to be vacated. It is also a standard condition of vacation that either the applicant(s) provides for the relocation of utilities within the right-of-way or provides an easement perpetuating protection of the utilities. Although the end use is a public facility, the utility relocations required for the fire station are distinguished from those required for an improvement in the right-of-way which is consistent with public right-of-way purposes. The Planning Commission's recommendation includes that the applicant shall be required to relocate the affected utilities to accommodate the construction of the fire station or grant a utility easement to protect the utilities should the project not proceed.

It is therefore recommended that Council give first reading to the ordinance in Exhibit 3 vacating the street segment as petitioned for. Third reading should not be given until the City obtains the underlying title to the right-of-ways. Third reading should also not be given until Council takes action to order the relocation of the utilities as part of the project (included in the contract or compensation is provided) and authorizes execution of the necessary easement(s) to perpetuate protection of the utilities in the event the fire station project does not proceed.

Considerations in the Planning Commission's recommendation are:

1. *The subject right-of-way was dedicated in the original Plat of Worthington. When platted in 1872, the original platter retained reversion rights to all of the right-of-ways within the plat in the event a right-of-way was vacated. To ensure that the issue of reversion rights has been resolved with the heir(s) or assign(s) of the Drakes, who is the current party that owns the reversion rights, the applicant must provide evidence of holding underlying title to the portion of the right-of-way being vacated prior to the ordinance vacating the right-of-way becoming effective. Mark Shepherd, City Attorney, is working to resolve this matter.*

2. *No additional landlocked parcels would be created if the request is approved.*
3. *Two known utilities (water main & telecommunication lines) are located within the subject right-of-ways and must be protected. Any motion for the approval of the right-of-way vacation should include the condition that the applicant be required to relocate the affected utilities to accommodate the construction of the fire station or grant a utility easement to protect the same utilities should the project not proceed.*

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF WORTHINGTON
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>5305-58</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>60=060</u>	<u>\$461,738.04</u>
State Project Number (SP):	<u>5305-(53X06)</u>	
Lighting System Feed Point No.	<u>City of Worthington</u>	

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

Recitals

1. The State will perform grading, base, concrete and bituminous surfacing, roundabout, storm sewer, ponds, sanitary sewer, water main, signing and wall construction and other associated construction upon, along and adjacent to Trunk Highway No. 60 from Paul Avenue to 2,100 feet north of County State Aid Highway No. 35 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 5305-58 (T.H. 60=060)("Project"); and
2. The City requests the State upsize the storm sewer system and culverts in certain areas and acquire additional right-of-way for future pond expansion to accommodate flow from future development and the State concurs in those requests; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the water main and sanitary sewer construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the additional right-of-way acquired, storm sewer and culvert upsizing, and the water main and sanitary sewer construction and associated State performed construction engineering; and
5. The City will perform lighting system construction with their own resources upon Trunk Highway No. 60 within the limits of the construction project; and
6. The City requests that the State participate in the cost of the City performed lighting system construction and the State agrees to share in the cost of said construction as the State's share of lighting and aesthetic participation in the project; and
7. Separate agreements between the State and Nobles County and the State and the Union Pacific Railroad will address any detours required for this Project and Bridge 53008 construction over T.H. 60 respectively; and
8. Minnesota Rule 8810.3300, subpart 3, allows for the State to reimburse the City for the cost of the first relocation of City owned utilities located within the limits of a City street at the time that the street was taken over by the State as a trunk highway, when such relocation is required by construction or reconstruction of the trunk highway; and
9. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

10. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.*** Plans, specifications and special provisions designated by the State as State Project No. 5305-58 (T.H. 60=060) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. *Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference. EXHIBIT "Conveyance Area" is on file in the office of the State's District Land Management Engineer at Mankato and is incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. *Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision and Inspection of Construction.***
- A. *Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. *Construction Engineering and Inspection by the City.*** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main and sanitary sewer construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, control of materials and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies and equipment needed to properly carry on the construction.
- i. *Documentation of Construction Costs.*** At regular intervals after the State's contractor has started the water main and sanitary sewer construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. *Final Inspection of Construction.*** Upon completion of the water main and sanitary sewer construction, the City will advise the State whether or not said construction should be accepted by

the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. After considering the City's recommendations, the State will determine whether or not the construction has been properly performed and whether to accept or reject it.

- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

2.6. Replacement of Castings. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

2.7. Lighting System Construction by the City. The City performed lighting system construction will be done in coordination with the State's contractor to ensure that no construction delays result. The City will be responsible for any reasonable delay claims that result solely from action or inaction on its part in performing lighting system construction.

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Roadways.** Maintenance of Flower Lane, Lake Street, Nobles Street, Morningside Drive, Douglas Avenue, East Avenue, Oak Avenue and Kragness Avenue. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 3.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction outside the proposed mainline T.H. 60 surface. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities within the corporate City limits.
- 3.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.4. Sidewalks.** Maintenance of any sidewalk and multi-use trail construction, including stamped and colored concrete (if any) sidewalk and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any), trimming, signing, pavement markings and any other maintenance activities necessary to perpetuate the sidewalks and multi-use trails in a safe, useable, and aesthetically acceptable condition.
- 3.5. Vision Screen Walls/Precast Concrete Plaques.** Maintenance of the vision screen wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition. Repair and or replacement of the precast concrete plaques constructed on the highway side of the vision screen walls will be the responsibility of the City without cost or expense to the State.
- 3.6. Lighting Maintenance and Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles with meter for all lighting facilities constructed under this Agreement.
- A. Maintenance Within in the Corporate City Limits.** The City will maintain and own all of the lighting facilities constructed within the corporate City limits under this Agreement. Maintenance includes but is not limited to; replacing faulty luminaries and knocked down or otherwise damaged poles; repairing or replacing underground facilities and wiring; repairing service cabinets, photocells, and all other miscellaneous hardware to keep the lighting facilities in working order; cleaning and re-lamping the luminaries; and if needed, painting the lighting facilities. The City will pay all monthly electrical service expenses necessary to operate the lighting facilities within the corporate City limits and as owner of the lighting facilities, will be responsible for all "Gopher State One Call" locates.
- B. Outside the Corporate City Limits (Plotts Avenue and Old T.H. 60).** The State will be responsible for the maintenance and monthly power of the lighting facilities constructed on Trunk Highway No. 60 at Plotts Avenue and Old T.H. 60 under this Agreement.
- 3.7. Landscaping.** Maintenance of landscaping from a point approximately 1000 feet south of Nobles Street to the Union Pacific Railroad Bridge. Maintenance includes but is not limited to, mowing, litter and debris

removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable and aesthetically acceptable condition.

- 3.8. Pond Maintenance.** Maintenance of the ponds and C.S.A.H. 65 offtake ditch construction for ponds WQ5305-37, and WQ5305-41, WQ5305-42, WQ5305-43, WQ5305-44, and WQ5305-45. Maintenance includes but is not limited to, litter, debris and silt removal, mowing, erosion repairs and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The City will be responsible, to the extent provided by law, for its own acts and omissions in connection with maintaining the ponds and offtake ditch. The City will share in all responsibilities, obligations and liabilities arising out of or by reason of the drainage collecting into and being discharged from the ponds and offtake ditch. The City will share such responsibilities, obligations and liabilities at a rate based on the ratios of contributing water volume entering into the ponds at the time they occur.
- 3.9. Additional Drainage.** Neither party to this Agreement will drain any additional drainage into the storm sewer, pond and offtake ditch facilities constructed under the construction contract that was not included in the drainage for which the storm sewer, pond and offtake ditch facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer, pond and offtake ditch facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Mankato and is incorporated into this Agreement by reference.
- 3.10. Future Responsibilities.** Upon completion of Kragness Avenue construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Kragness Avenue and all of the facilities constructed as part of this Agreement, without cost or expense to the State.
- 3.11. Release and Conveyance of Roadways.** Upon completion of the Project and Kragness Avenue construction, the State will serve upon the City a "Notice of Release" placing identified roadway portions under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in those roadway portions within the corporate City limits. Upon receipt of that "Notice of Release", the City will become the road authority responsible for the roadway portions so released. The areas being considered are shown in an area map, EXHIBIT "Conveyance Area".
- 3.12. Conveyance of Property.** Upon completion of the contract construction, the State will convey to the City ownership of the additional right-of-way acquired for future pond expansion and the property/easement rights along the offtake ditch, placing those properties under the jurisdiction of the City. After all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in those properties. Upon conveyance, the City will become the authority responsible for those properties.
- 4. Basis of City Cost**
- 4.1. SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices and lump sum amounts.
- 4.2. City Participation construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory and traffic control.
- A.** 100 Percent will be the City's rate of cost participation in all of the sanitary sewer and water main construction, minus a lump sum credit for the State's share of the City utility construction that qualifies as a first relocation under Minnesota Rule 8810.3300, subpart 3. The lump sum credit will be based on

work items, estimated quantities and bid unit prices. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 thru No. 4 of the Preliminary SCHEDULE "I".

- B. \$102,046.00 is the City's lump sum cost for storm sewer and culvert upsizing as shown on Sheet No. 1 of the Preliminary SCHEDULE "I".
- C. \$122,415.00 is the City's full and complete lump sum cost for additional right-of-way acquired by the State for future pond expansion as shown on Sheet No. 1 of the Preliminary SCHEDULE "I".
- D. The City will receive a lump sum credit from the State as the State's full and complete share of the costs of the City performed lighting system construction and associated construction engineering. Lighting system materials will be based on estimated quantities and low bid unit prices from a separate City let contract and labor and equipment will be based on estimated hours and established rates. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary SCHEDULE "I".

4.3. Construction Engineering Costs. The City will pay a construction engineering charge equal to 6 percent of the total City participation construction covered under Article 4.2.A. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement. The City will receive a construction engineering credit from the State equaling 2 percent of the State's utility construction share described in Article 4.2.A.

4.4. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

4.5. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

5.1. City Cost. \$461,738.04 is the City's estimated share of the costs of the contract construction, future pond right-of-way acquisition, and the construction engineering cost share (less the City's lighting construction credit) as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

5.2. Conditions of Payment. The City will pay the State the City's total estimated cost, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".

- B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

5.4. Final Payment by the City

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on the following:

Final quantities and bid unit prices for all City participation construction referenced in Article 4.2A of this Agreement, minus the lump sum credit for the State's share of City utility relocation based on work items, estimated quantities and bid unit prices.

Lump sum amounts for the City storm sewer and culvert upsizing costs, City right-of-way costs for future pond expansion, and City lighting construction credit as referenced in Articles 4.2.B, 4.2.C, and 4.2.D respectively.

The Final SCHEDULE "I" will also include the construction engineering cost shares covered under this Agreement. If the final cost of the City participation exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
Fax: (651) 366-4769
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Dwayne Haffield – Worthington City Engineer (or successor)
Address: 303 Ninth Street, Worthington, MN 56187
Telephone: (507) 372-8640
Fax: (507) 372-8630
E-Mail: d.haffield@ci.worthington.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

13.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF WORTHINGTON

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

City of Worthington

RESOLUTION

IT IS RESOLVED that the City of Worthington enter into Mn/DOT Agreement No. 98547 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the water main, sanitary sewer and drainage upsizing construction and additional right-of-way acquisition for future pond expansion and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 60 from Paul Avenue to 2,100 feet north of County State Aid Highway No. 35 within the corporate City limits under State Project No. 5305-58.

IT IS FURTHER RESOLVED that the Mayor and the Clerk are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Worthington at an authorized meeting held on the _____ day of _____, 2011, as shown by the minutes of the meeting in my possession.

Janice Oberloh
City Clerk

Subscribed and sworn to before me this _____ day of _____, 2011
Notary Public _____
My Commission Expires: _____

HIGHWAY 60 CONSTRUCTION PROJECT
A Report in Support of the Phase Three (SP 5305-59) Final Geometric Layout
Submitted by the Minnesota Department of Transportation
To the City of Worthington
April 1, 2011

The Minnesota Department of Transportation (Mn/DOT) has developed the final geometric layout depicting proposed construction of Phase Three of the Highway 60 four-lane expansion project. This report summarizes the decisions that went into the layout development and presents the next steps toward constructing the project. This report is submitted as part of a package requesting approval of the final Phase Three layout by the City as required by Minnesota Statutes 161.164.

Background

An Environmental Impact Statement was prepared and completed in 2004 that identified the proposed route for the Hwy. 60 expansion. This route stays on the existing alignment except at Bigelow (already constructed), in the Lake Street area (part of Phase Two) and in the East Acres Trailer Park area (part of Phase Three).

Mn/DOT is now seeking approval of the final layout by the Worthington City Council. MN/DOT requests the city schedule a public hearing for **May 23, 2011** to vote on approving the final layout consistent with Minnesota Statutes 161.164.

This is the third of three phases of Highway 60 construction within the City limits, and is scheduled to begin in late 2011. This final phase is scheduled to be completed by 2014.

Phase Three Layout Details

Phase Three of Highway 60 construction (State Project number 5305-59) begins just North of East Clary St. and goes to just north of the Interstate 90 WB on/off ramps, a length of 1.4 miles.

The existing 2-lane highway will be reconstructed as a four lane divided expressway. The highway will be designed for a speed of 45 mph (anticipated posted speed of 40 mph) in the urban area extended from the Phase Two project and will transition to a design speed of 70 mph (65mph posted) Northeast of the proposed Interstate 90 / Highway 60 roundabout. The median is about 84 feet between centerlines in the rural and be at about 50 feet between centerlines in the urban area.

Drainage will be with curb and gutter using a storm sewer system in the urban area. Water treatment basins that are designed to dry out between rainfall events will be constructed in various locations. Water treatment ponds that will remain wet will be built at Highway 59 and existing Highway 60, at proposed Highway 60 and Highway 59, and inside the loop of Interstate 90 EB ramps.

The East Acres Trailer Park was purchased because of the proposed location of Highway 60. 1st Ave. in the East Acres Trailer Park area is being removed and Dover St. is being relocated to connect with Spring Ave.

Clifton Ave. will be realigned to existing Highway 60. The existing Dover St. intersection with Highway 60 will be reconstructed as part of the realignment of Clifton Ave. Oxford St. and Highway 59 will be realigned to the proposed Highway 60 location and a roundabout will provide intersection control at this location. The Interstate 90 EB ramps will be modified to accommodate a roundabout with the proposed Highway 60.

The City of Worthington water line and sanitary line from Dover St. to Spring Ave. will be relocated under the new proposed city street. At Armor Road both the water line and sanitary line are being relocated, and the water line under Oxford St is being relocated. At present, this work is planned to occur with the highway construction as part of a municipal agreement. The City will need to pay for the relocation for that portion that is in the existing highway right of way by permit. Any necessary relocation and casing that occurs outside the existing right of way will be at Mn/DOT's expense. Any upgrade to the water line will be paid for by the City. The City will also be expected to participate in the cost of a traffic signal at the location of Armor Road and Highway 60.

Cost Estimate

The City's share of the cost for the utilities listed above and additional items are shown in the attached good faith cost estimate. This good faith cost estimate acknowledges that the City is furnishing and installing the lighting associated with the project and is shown as a credit to the City.

Contact

The primary point of contact at Mn/DOT regarding the final layout is the project manager:

Rolin Sinn, P.E.
2151 Basset Drive
Mankato, MN 56001
507-304-6140
Rolin.sinn@state.mn.us

TOTAL MNDOT CITY
 \$9,099,737.66 \$8,792,660.00 \$307,077.66
 Notes LWD Construction Cost

COST SPLIT	97%	3%
------------	-----	----

Pro Rata

Mobilization	\$9,008.74
Field Office	\$1,063.33
Field Lab	\$751.34
Traffic Control	\$1,171.57
Pro Rata Subtotal	\$11,994.98

Mobilization is 3.3% of total construction cost, city pays 4%
 Field office unit price of \$35,444.35
 Field lab unit price of \$25,044.51
 Traffic control unit price of \$39,052.45

City Utilities

Watermain	(\$27,718.43)
Sanitary	(\$43,527.23)
Construction Engineering	\$14,869.62
W&S Engineering	(\$1,424.91)
W&S Upsizing	\$3,441.18
Upsizing Engineering	\$2,375.29
City Utility Subtotal	(\$64,084.56)

See W&S Tab for details - 16% of Total Water
 See W&S Tab for details - 43% of Total Sanitary
 8% of Total Construction Minus W&S, City is doing construction inspection on city W&S, 2% reduction off of 8%
 10% construction inspection on MNDOT W&S
 10% of Upsizing Cost

City Lighting

Lighting	(\$29,049.66)
Lighting Engineering	(\$9,049.46)
City Lighting Subtotal	(\$38,099.12)

See Lighting Tab for details
 6% Construction Engineering (3% admin, 2% inspection, 1% testing)
 for MNDOT's portion of the lighting

City Traffic Signal

City Traffic Signal	\$6,202.50
---------------------	------------

Construction	\$307,077.66
Pro Rata	1,994.98
City Utilities	(\$4,084.56)
City Lighting	(\$38,099.12)
City Traffic Signal	\$6,202.50
CITY TOTAL	(\$66,961.48)
MNDOT TOTAL	\$9,184,896.62

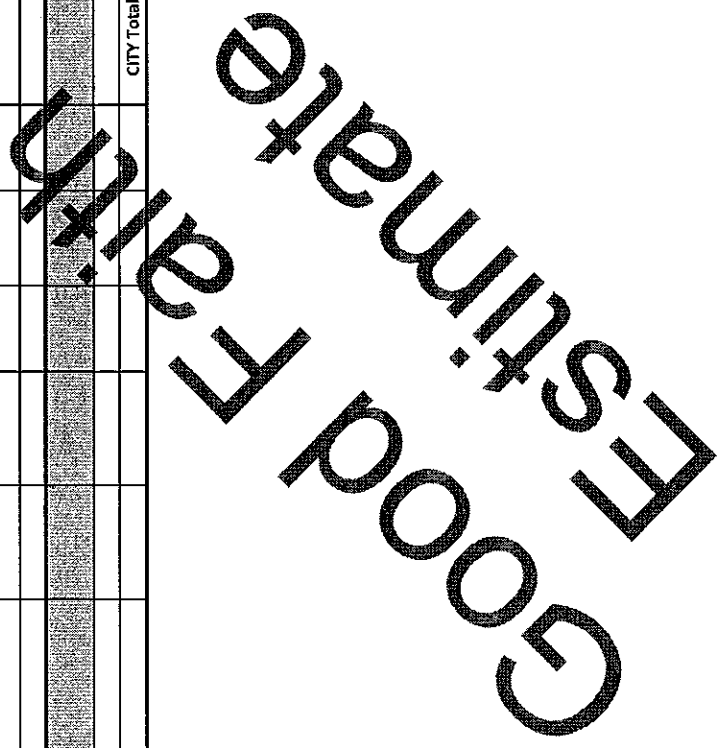
8% of total city not including lighting - SA/Overruns

City Contingency	\$26,022.01
------------------	-------------

CITY TOTAL	(\$40,939.47)
-------------------	----------------------

Hydraulics Cost Participating Items							
Watermain and Sanitary	Item	Unit	Unit Price	Quantity	Cost	Difference	
1 Dover Watermain	6" PVC	LF	\$31.41	325	\$10,208.82		
	12" PVC	LF	\$42.00	325	\$13,650.00	\$3,441.18	
						CITY Total=	\$3,441.18

Total W&S CITY COSTS
 \$3,441.18



CITY OF WORTHINGTON / WORTHINGTON PUBLIC UTILITIES - PAY ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	UNIT COST	100% STATE	100% CITY	TOTAL UNITS	TOTAL MNDOT COST	TOTAL CITY COST	REMARKS
2545.5	LIGHTING UNIT TYPE SPECIAL	EACH	\$8,239	1	16	17	\$8,239	\$131,824.00	40' black alum pole, double arm
	MNDOT Aesthetic Cost						-\$639	\$639	(2) LED luminaries, (2) termination bars T-base break-a-way, inline fuses
2545.5	LIGHTING UNIT TYPE SPECIAL	EACH	\$5,353			0	\$0	\$0	Non-aesthetic double pole costs \$7,600/pole 40' alum pole, single arm. (1) LED luminaries (2) termination bars, T-base break-a-way inline fuses, internal pole wiring, photo eye
2545.5	LIGHTING UNIT TYPE SPECIAL	EACH	\$6,039	19		19	\$114,741	\$0	40' black alum pole, single arm
	MNDOT Aesthetic Cost						-\$13,034	\$13,034	(1) LED luminaries (2) termination bars, T-base break-a-way, inline fuses, internal pole wiring, photo control (AESTHETIC)
2545.515/00003	CONCRETE BASE	EACH	\$262	20	16	36	\$5,232	\$4,192	concrete, bolts, re-bar, ground rod, clamp
2545.523/00038	CONDUIT 1.25	Per Ft	\$0.52	3333.3	3333.3	7500	\$2,168.88	\$1,733.32	
2545.531/01020	WIRE 2-2-2	Per Ft	\$0.85	4166.7	3333.3	7500	\$6,417.00	\$2,833.31	
2545.5	CONDUIT SWEEPS	EACH	\$7.44	40	32	72	\$532.80	\$238.08	
	LABOR AND EQUIPMENT	LUMP SUM	\$54,556	56	0.44		\$30,271.36	\$23,785	
		TOTAL					\$150,824.34	\$178,278.34	

MNDOT Aesthetic Participation Factor Level B (Category 1 as defined on page 6-49 of Cooperation Guidelines) 3% of total project (within)

MNDOT Aesthetic factor exceeds dollar amount city owes for aesthetic lighting, and the city will be credited their portion of lighting against the total aesthetic dollar amount.

\$87,974.39 Remaining Aesthetics amount

Total for lighting **\$329,102.68**

TH 60 and Armor Road Signal

Item Number	Item Description	Unit	2012 Unit Price	100% STATE	100% CITY	100% COUNTY	INDOT COST	CITY COST	COUNTY COST	notes
2565.511	Traffic Control Signal System	SIG SYS	\$196,100.00	0.95	0.025	0.025	\$186,295.00	\$4,902.50	\$4,902.50	Unit price provided by Traffic Section for Traffic Signal System - includes APS and Flashing Yellow Arrow
2565.601	Emergency Vehicle Preemption System Cabinet	LUMP SUM	\$5,200.00	0.95	0.025	0.025	\$4,940.00	\$130.00	\$130.00	
	Interconnect	LUMP SUM	\$10,400.00	0.95	0.025	0.025	\$9,880.00	\$910.00	\$910.00	For Railroad Crossing Arm

TOTAL COST: INDOT \$235,695.00 CITY \$6,202.50 COUNTY \$6,202.50

Architectural Panels on retaining wall at UP RR Bridge Crossing

Item Number	Item Description	Unit	2012 Unit Price	100% CITY	CITY COST	Notes
2411.618	Anti-Graffiti Coating	SQ FT	\$1.05	2503	\$2,627.63	
2411.618	Architectural Concrete Finish (Single Color)	SQ FT	\$3.00	4503	\$1,507.50	
2411.618	Architectural Concrete Texture (Thin Brick)	SQ FT	\$15.00	503	\$4,924.32	
2411.618	Architectural Concrete Texture (Limestone)	SQ FT	\$15.00		\$32,913.18	

TOTAL 2012 COST	Notes
\$47,672.63	No Cost shown in coop agreement, only counts against aesthetics dollar balance
\$57,974.89	remaining from aesthetics balance after Lighting
\$50,301.76	remaining from aesthetics balance after Lighting and Architectural Panels

ORDINANCE NO. ____

**AN ORDINANCE TO VACATE RIGHT-OF-WAY IN THE CITY OF WORTHINGTON,
NOBLES COUNTY, MINNESOTA**

The City Council of the City of Worthington, Do Ordain:

Section I.

All that part of 9th Street and First Avenue abutting Block 3, Plat of Worthington, Nobles County, Minnesota, also described as 9th Street and First Avenue from the southeasterly line of Second Avenue to the southwesterly line of 10th Street, is hereby vacated.

Section II.

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

Section III.

This Ordinance shall be in full force and effect from and after its passage, publication, and filing with the Nobles County Recorder.

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

(SEAL)

Alan Oberloh, Mayor

Attest: _____
Janice Oberloh, City Clerk

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: APRIL 8, 2011
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. REQUEST FOR SITE PREPARATION ASSISTANCE PAYMENT - 1325 OXFORD STREET

In March 2010, Council approved an application for Site Preparation Assistance for a commercial redevelopment project located at 1325 Oxford Street (Hy-Vee). Approval of the application allocated \$183,249 to offset the costs affiliated with the demolition of the former buildings, including asbestos removal, and the removal of unsuitable soils located more than 18 inches below grade underneath the proposed structure. In return for the assistance, the company agreed to construct a 65,000+ square foot grocery store.

As of March 31, 2011, Hy-Vee has completed all of the obligations necessary to obtain the Site Preparation funds allocated for this development. The obligations include obtaining a Certificate of Occupancy, providing documentation of quantities, competitive bidding and satisfaction of all financial obligations for the above mentioned work. The total cost of the eligible site work was \$233,400.

Since the applicant has fulfilled all of the obligations set forth in the application guidelines, staff recommends Council authorize payment in the amount of \$183,249 to Hy-Vee.

INFORMATIONAL ITEM

1. 2008-2010 SMALL CITIES CLOSE-OUT PRESENTATION

Lisa Graphenteen of the Southwest Minnesota Housing Partnership will be in attendance to present its close-out report of the 2008-2010 Small Cities Development Grant to Council.

PUBLIC SAFETY MEMO

DATE: APRIL 8, 2011
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. **1ST READING OF PROPOSED AMENDMENT TO SECTION 99.02 (K) OF THE WORTHINGTON CITY CODE**

Staff proposes an amendment to section 99.02 (K) of the Worthington City Code to allow a permit process to authorize a recreational vehicle (RV) to be parked occupied in a zoned residential district (see *Exhibit 1*).

The Worthington Christian Church contacted staff in early February about having a camping event at their church for a celebration scheduled for June 3 and 4th. The Church informed staff they were planning on having tents and some RVs set up over the weekend. Staff informed the Church tents were allowed, but because the Church is located in a residential district the parking and occupying of RVs was prohibited by section 99.02 (K) of the Worthington City Code and that Council action was needed for approval.

On February 15, 2011 the Worthington Christian Church sent a letter (*Exhibit 2*) to Mayor Oberloh requesting Council action to approve RV parking for the event scheduled on June 3rd and 4th.

Staff conferred with City Attorney, Mark Shepherd, and counsel determined an amendment to section 99.02 (K) was needed to allow for permitting the action the Church requested.

City Attorney Mark Shepherd has drafted the amendment.

Staff recommends approval of the proposed amendment.

Proposed Motion: Approve the first reading of the proposed amendment to section 99.02 (K) of the Worthington City Code.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE IX, GENERAL REGULATIONS, CHAPTER 99.02(K) RELATING TO THE RECREATIONAL VEHICLES PARKED IN A RESIDENTIAL DISTRICT

The City Council of the City of Worthington Do Ordain:

Section I.

The Worthington City Code Chapter 99.02 is hereby amended to read as follows:

- (K) A recreational vehicle which is parked shall not be occupied nor be provided with separate utility hook-ups except that upon application made to the City Clerk on a prescribed form, the City Council may issue a temporary permit so as to allow off-street parking within a residential district which would otherwise be a violation of Section 99.02(K), subject to the following conditions:
- (1) The days and hours of each temporary permit shall be determined and set on an individual basis by the City Council after appropriate investigation and based upon considerations which may include but shall not be limited to the following
 - (2) The proposed location;
 - (a) The support or opposition of property owners and/or residents within 600 feet of the proposed location;
 - (b) The character of the person or organization that makes application; and
 - (c) The purpose for which the license is sought.
 - (d) The person making application on behalf of an individual or organization must be a local resident and, if on behalf of an organization, his or her relationship to the organization is fully set forth in the application.
 - (e) No temporary permit may be issued for more than a 96-hour period of time.
 - (f) No more than two temporary licenses shall be issued to any person or organization in any calendar year.

Section II.

This ordinance shall be in full force and effect after its passage and publication.

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

(SEAL)

Mayor

Attest: _____
City Clerk



Worthington Christian Church

1501 North Douglas Avenue - Worthington, MN 56187

Glorify God. Evangelize the Lost, Mature the Saints, Serve one another In love

February 15, 2011

Dear Mayor Oberloh,

This letter is being sent to you at the advice of Mr. Mike Cuminsky concerning our request as a congregation to have permission from the city to have a *weekend family campout* on the grounds of our church property on **June 3rd and 4th** of this year. We would like to invite our church family and their friends to bring their tents, pop-up campers and RV's and campout **on our property** for a special weekend of camping and other camp-type activities.

Mr. Cuminsky informed our church secretary, that, because we are located in a residential area, even though the church is zoned commercial, that we would **not be allowed** to have any campers who have a recreational vehicle to camp over-night on our property because of current ordinances which prohibit certain campers from being able to house overnight guests on a residential property. He did tell us however, that it would be o.k. for campers who had tents, to be allowed to camp overnight on our property.

Mr. Mayor, we are asking for your help in being able to have this "*special*" time for our church family to enjoy the camping experience with other Christian campers, and be able to gather together on the church property to enjoy a weekend Christian camping experience. We have bathroom access, water hookups, etc. at the church that would help our church family and friends enjoy this special time together. Would it be permissible to *waive the city ordinance* for our church gathering for this special weekend event only? If this is possible, we would be most appreciative.

Thank you Mayor Oberloh, for your time and attention to this request.

Sincerely,

Pastor Ronald Ahlgren
Senior Minister
Worthington Christian Church

Phone: 507-376-3418

Fax: 507-372-5443

Email: wcoc@frontiernet.net

Website: worthingtonchristianchurch.com

Ron Ahlgren—Sr. Minister
Doug White—Assoc. Minister

PUBLIC WORKS MEMO

DATE: April 11, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING ACTION OR REVIEW

ITEM

1. APPROVE ANNUAL 2011 SUMMER RECREATION FEES:

The City's summer youth recreation and adult softball programs are managed by a contract with the Worthington Young Mens Christian Association (YMCA). The YMCA is responsible for the promotion and collection of fees for the programs and the hiring of staff. The YMCA also schedules the usage and preparation of the baseball fields at the Worthington Middle School for the local Veterans of Foreign Wars (VFW) and American Legion baseball teams at no additional cost. If the Worthington Cubs baseball team and traveling girls' softball team, who utilize the middle school baseball and Centennial Park softball diamonds respectively were to become active, they would also receive the same services at no additional cost.

City and YMCA management staff evaluates the costs associated with each recreational program and establishes a fee structure for the Park and Recreation Advisory Board and Council's consideration and approval on an annual basis. Unfortunately, the Park and Recreation Advisory Board did not have an opportunity to review the fee schedule as a quorum could not be had for the March or April meetings. During the 2004 budget process, Council determined that although the YMCA management contract is a contributing factor to the cost of the City's recreation programs, it should not be the only determining factor taken into consideration when establishing program fees. For example, if management of the adult softball program was not a part of the contract, the contract amount would still remain at an established level. It was determined that fee increases should not be at a level that would jeopardize recreational programs and result in their being discontinued due to a lack of participation because they cause financial hardship to potential and current participants. In addition, YMCA staff has received requests from parents who desire to have provided a full day Fun and Adventure program for 2011.

YMCA staff will be present at the meeting to present to Council the following 2011 proposed fee schedules and to answer any questions or concerns Council may have.

ACTIVITY	2010 FEE	INCREASE	2011 FEE
Fun and Adventure	\$ 36.00	\$ 1.00	\$ 37.00 ½ day
Fun and Adventure	N/A	N/A	\$ 74.00 full day
Tennis	\$ 28.00	\$ 1.00	\$ 29.00
Track	\$ 26.00	\$ 1.00	\$ 27.00
Girl's Softball	\$ 37.00	\$ 1.00	\$ 38.00
Rookie Baseball	\$ 33.00	\$ 1.00	\$ 34.00
Junior Baseball	\$ 38.00	\$ 1.00	\$ 39.00

The adult softball program had 12 teams participate in 2010. The teams paid a city user fee of \$ 285 plus an additional association fee of \$130 for a total fee of \$ 415. The association fee is used to pay for umpires, softballs, chalk for marking base lines, etc. The operational costs for the program were met in 2010, however, if the management fee paid to the YMCA is included, expenses would exceed revenue.

As in the past, the number of teams remains low compared to 2003 when there were 21 teams. Staff continues to agree the decrease in the number of teams can be attributed to past players opting not to play any longer due to age with younger sport enthusiasts opting to play soccer/golf, however, another reason is the ability to play in the cities of Rushmore and Wilmont at a minimal cost.

The City user fee was increased \$ 50 per team in 2010. Although there was concern expressed, the same number of teams continued to play. In an effort to address the cost concern, it is proposed to continue to assess the city's user fee of \$ 285 per team, but to not assess the association fee. In turn, the teams will be responsible for paying for the umpires on per game basis, supply the softballs per game etc.

ACTIVITY	2010 FEE	INCREASE	2011 FEE
Adult Softball	\$ 285/Team	\$ 0.00	\$ 285/Team

The City and School District 518 entered into a cooperative agreement in 2004 whereby the District provides for the maintenance and utilities at the middle school baseball diamond where the VFW, American Legion and Worthington Cubs baseball teams play their home games. The City is responsible for preparing the fields prior to each game and removing the garbage. The fee was increased from \$300 to \$325 per team in 2004. The teams are self-supporting and do not receive support from the local organizations. They keep the names, however, as these are the leagues the teams play in. it is proposed to not increase the fee for 2011 as the revenue normally covers all costs. It should be noted there are seasons when a team must host the league's first round of playoffs or weather conditions cause changes in the schedule and more games are played at home, therefor costs can fluctuate from year to year resulting in the fees not recovering all costs. It should be noted the Cubs did not have a team for 2010.

ACTIVITY	2010 FEE	INCREASE	2011 FEE
VFW, Legion, Cubs Baseball	\$325/Team	-0-	\$ 325/Team

A girl's traveling softball team was organized for 2003. However, the team has not played since 2003. The team utilized the Centennial softball diamond. If a team were to organize for 2011, it is recommended the fee be set at the same level as the VFW, American Legion and Cubs.

ACTIVITY	2010 FEE	INCREASE	2011 FEE
Traveling Girls Softball Team	\$ 325	-0-	\$ 325

The City maintains the soccer fields located at Buss Field on Sherwood Street which are utilized by the Worthington Soccer Teams. The City mows the fields and is responsible for the utilities for the Buss restroom facility. The soccer teams are responsible for the preparation of the fields for play, scheduling games, contracting for the removal of garbage, providing the cleaning supplies and cleaning of the restroom. As with the baseball program, there will be seasons when all the costs for maintaining the fields will exceed revenues and

other seasons when the fee will cover all costs. It is proposed, due to the current condition of the existing fields and the fact the City's cost to maintain the fields in there current condition are basically being met, not to increase the 2011 fee.

ACTIVITY	2010 FEE	INCREASE	2011 FEE
Worthington Soccer Association	\$ 2000	-0-	\$ 2,000

Suggested motion: Adopt the 2011 fee structure for 2011 for all programs as listed (with any changes from proposed fees).

2. APPROVE ANNUAL PARK CONCESSION/DOCK PERMIT FEES

The City receives requests annually from vendors to sell concessions within the City's park system. For example, vendors sell food concessions each weekend during the soccer games at Buss Field. The permit process assures the City that each vendor has obtained the proper licensing and insurance to operate the concession. Prior to issuance of a permit, a vendor desiring to utilize an electrical hook up within a park must make arrangement with Worthington Public Utilities to assure the cost of the utility is recouped and proper electrical connections are made. Due to the operation of the Beach Nook concession, located at Centennial Park beach area, there will not be a concession permit issued for that park facility.

Staff proposes a slight increase of \$ 5.00 per permit type be implemented for 2011 with the exception of the "Historical Permit." The permit was established for the old popcorn wagon, a landmark in the City Center and later in Chautuqua Park for many years. The wagon was purchased by Bruce and Darlene Anderson, has been completely restored and has not been put back into service. By keeping the fee at a low cost it should not be considered a deterrent to its return if it was so desired.

PERMIT TYPE	2010 Fee	2011 Fee
One day permit (nonprofit) <i>(generating revenue for city supported recreational activity)</i>	\$ 50.00	\$ 55.00
One day permit (profit making) <i>(General group)</i>	\$ 60.00	\$ 65.00
Annual nonprofit	\$ 65.00	\$ 70.00
Annual profit making permit	\$ 160.00	\$ 165.00
Historical Permit <i>(Ex. Chautuqua Park-popcorn wagon)</i>	\$ 50.00	\$ 50.00

PERMIT TYPE	2010 Fee	2011 Fee
Annual mobile (non profit) <i>(allows utilization of all parks where off street parking is available, with the exception of Centennial Beach/Shelter)</i>	\$ 260.00	\$ 265.00
Annual mobile permit (profit making) <i>(allows utilization of all city parks where off street parking is available, with the exception of Centennial Beach/Shelter)</i>	\$ 360.00	\$ 365.00

NOTE: All permits require a \$ 100.00 clean up deposit which is refunded if all trash/garbage is removed and disposed of in a proper manner.

Dock Permit: No Change as Park and Recreation will be evaluating the permit process in the future. 2011 permits will be handled the same as in the past.

2010 Fee \$ 90.00 2011 FEE \$ 90.00

Suggested motion: Move to adopt the 2011 fee structure as listed (with any changes from proposed fees).

3. APPROVE AMENDED SNOW POLICY

City Council reviewed an draft amended snow policy during a recent special meeting. As was noted, the current policy, adopted by City Council in December of 1997, is not current as numerous changes have occurred. The majority of changes to the policy are “housekeeping,” for example, changing Superintendent of Community Services to Superintendent of Public Works to reflect correct title, community services to public works to reflect department title change etc. **Exhibit 1** is a the amended policy without the attachments, as Council received those previously. After the initial review, the more significant proposed changes are as follows:

- The first is the ability to declare a snow emergency within the community. The declaration is a tool to permit the public safety department to tow immediately vehicles which are parked and are significantly hampering the removal of snow from the public right-of-way. The emergency would only be declared, as the policy states, when the presence of snow, freezing rain, sleet or snow drifts occurs upon the public right-of-way which is likely to create hazardous road conditions, or impede or likely to impede the free movement of fire, health, police, snow removal equipment or other emergency traffic or citizen motorist travel. The declaration permits law enforcement to remove vehicles parked in such a manner to be cited and towed immediately versus having to wait for the vehicle to be marked for a 24-hour parking violation or fit the State’s definition of an abandoned vehicle. Prior to 2011 the State allowed towing of vehicles cited for parking violations after a 4-hour waiting period. In 2010 the State removed from the statute (MN Statute 169.04), **Exhibit 2**, the authority to tow after the 4-hour waiting period. The State left in the statute the specific circumstances under which a vehicle can be towed-one of the specific circumstance’s as when a snow emergency has been declared. Should Council approve the ability to declare a snow emergency, **Exhibit 3** is an amendment to City Code Chapter 72.07 which would require three formal readings for adoption.
- The second is in response to Council directing staff to address parking of vehicles on streets that become narrowed due to snow removal operations such as Humiston Avenue. As in the past, those areas will be handled on a case by case basis to be routed thru the city’s Traffic and Safety Advisory Board with a final recommendation for Council approval. **Paragraph 9** in the policy identifies how these concerns will be addressed.
- When staff was researching the parking concerns and how they could be addressed in the policy, the latest model policy, it was noted, included an item addressing traffic movement by snow equipment. There are ceratin times when it is desirable for snow equipment to travel against traffic, for example, when working in the city’s central business district during windrow

operations as the wing is located on the right side of the motor grader. This type of movement is granted by Minnesota State Statute 169.035 subd.1 and was also upheld within the Minnesota court system. **Paragraph 8** states certain traffic movements will happen contrary to Chapter 169 of the Minnesota traffic code.

The amended policy has been reviewed by City Attorney Mark Shepherd.

Should Council adopt the amended snow policy as presented, then a first reading is requested to be given for the adoption of an amendment to City Code Section 72.07 shown as Exhibit 3.

Suggested motion: Move to adopt the amended snow policy and to give first reading to the amendment to City Code Section 72.07.

~~SANDING AND THE REMOVAL OF ICE AND SNOW FROM CITY MAINTAINED STREET SYSTEM~~

CITY OF WORTHINGTON SNOW PLOWING AND ICE CONTROL POLICY

1. GENERAL

The City of Worthington annually budgets funds for snow and ice removal from the City maintained street system. Reasonable snow and ice control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost-effective manner, keeping in mind safety, budget, personnel and environmental concerns, by utilizing City employees, equipment and/or private contractors when necessary to provide this service. Snow and ice control may be terminated at any time the Superintendent of ~~Community Services and Streets~~ **Public Works** or his designee determines that rising or falling temperature, visibility and/or the rate of accumulation makes the control unsafe, ineffective or unnecessary. Should a subsequent storm occur within the time that the current snow removal operation is being conducted, then the subsequent storm will become the storm referred to in this policy.

2. ~~COMMUNITY SERVICES PUBLIC WORKS DEPARTMENT'S~~ OVERALL SNOW AND ICE CONTROL GOALS.

WE WILL STRIVE TO:

1. Work within conjunction with the police department to monitor weather and road conditions twenty-four hours per day.
2. Maintain streets in a safe driving condition
3. Perform snow removal and ice control tasks in a timely manner
4. Perform all maintenance tasks equally and in the best interest of Worthington taxpayers.
5. Mail a brochure annually to each resident who receives a utility bill entitled City Residents and Employees Working Together (See Sample Attached)
6. Inform the local media regarding the progress of snow removal operations as condition's permit.

3. POLICY

Each year the ~~Community Services Public Works Department, Street Maintenance Division~~; reviews and makes change(s) as deemed necessary to a map (see Exhibit A) showing the City maintained street system. The City is divided into routes in which ice control and snow removal will may be performed by City employees and private firms under contract to the City. The routes are periodically revised to correspond with the budgetary, equipment, and personnel resources available. Within each route, the collector/arterial streets are defined along with streets and highways within the City limits that are maintained by other government agencies. Streets and highways within the community that are maintained by Nobles County and the Minnesota Department of Transportation will be maintained under the County and State maintenance policies (Exhibit B). Equipment is assigned to each route based on availability and the effort required for the control of snow and ice.

The start of snow and/or ice control operations for any storm is dependent upon immediate and anticipated conditions. The most critical time periods are weekday morning and evening rush-hours. When feasible, the City will attempt to remove ice and snow from the City maintained collector/arterial streets prior to rush-hour periods.

Normally collector/arterial streets, ~~are done first.~~ commercial, and industrial streets are plowed first. Once the priority areas are plowed and opened, the streets in the residential, ~~commercial and industrial~~ areas will be plowed, ~~and sanded~~. The alleys within the City may not be plowed until the next work shift due to **limited established budget funds or because the** snowplow operators have worked in excess of the preferred ~~14~~ twelve-hour work shift.

Snow and ice removal operations will be conducted only when weather conditions do not endanger the safety of employees or equipment and operations are effective. Under severe conditions, limited visibility or when weather patterns suggest additional ice and snow, streets may not be plowed "full width" and plowing in some areas may be delayed at the discretion of the Superintendent of ~~Community Services~~ **Public Works** or his designee. Factors that may delay snow and ice control operations may include: severe cold, significant winds, limited visibility and rapid accumulation of snow. Normally within twenty-four hours after the City maintained street system is opened, the ~~street maintenance division~~ **Public Works Department** will proceed with the final plowing and clearing of residential ice and snow.

4. **EQUIPMENT**

The City will acquire, maintain, repair and replace equipment on a timely basis as the City's established budget will allow. To provide for utilization of equipment in a cost-effective manner, the City may use city trucks, motor grader(s), front-end loaders and other regular equipment as may be useful for control of snow and ice. Equipment that can be used only for snow and ice control will be acquired and utilized only if deemed absolutely essential.

The City will solicit quotations from contractors prior to the beginning of each snow season for the purpose of providing truck(s), motor grader(s), front-end loader(s) and other equipment as may be deemed necessary for the control of ice and snow on city streets.

5. **PROCEDURES**

The Superintendent of ~~Community Services and Streets~~ **Public Works** and/or with the assistance of the Worthington Police Department, City employee input, and concerns that are expressed by residents, will identify particular street problem areas which may vary from storm to storm and season to season. City ~~street maintenance~~ **Public Works** personnel are then notified in accordance with the ~~Community Services Public Works~~ Department schedule for emergency calls and the removal of ice and snow will commence.

6. **DECLARATION OF A SNOW EMERGENCY**

In order to facilitate the movement of traffic and promote public convenience in times of emergency, the Superintendent of Public Works, or his designee, (herein called the "Emergency Official") may declare a snow emergency.

An emergency means a condition created on City streets because of the presence of snow, freezing rain, sleet, ice or snow drifts thereon, which creates or is likely to create hazardous road conditions, or impede or is likely to impede the free movement of fire, health, police, snow removal equipment or other emergency traffic or citizen motorist's travel.

The Emergency Official shall, whenever necessary between **October 15 and April 15**, declare a snow emergency in the City. Vehicles which are impeding the movement of emergency vehicles (fire, medical, police) or the removal of snow from the City's streets will be removed (towed) based upon the availability of tow operators and equipment. Upon declaration of the snow emergency, the Emergency Official shall notify the news media, requesting them to cooperate in giving notice to the community.

Exhibit 1a

Four (4) hours after notice to the news media the emergency shall be in effect. Such snow removal emergency shall end at the expiration of a 48-hour period unless the emergency shall be renewed and be announced by a designated official. Such emergency may be terminated earlier if such conditions permit.

7. DISPATCHING OF EQUIPMENT

The start of snow and ice control operations for any storm is dependent upon immediate and anticipated conditions. Dispatching of equipment will be determined by the Superintendent of ~~Community Services~~ **Public Works** or his designee. Plowing and/or sanding operations may occur during a regular work shift 7:30 A.M. to 4:00 P.M. or on a specific call out. If the situation requires operators to respond other than their regular work shift, the Superintendent of ~~Community Services~~ **Public Works** or his designee will contact the affected operators and contracted contractors. The response time will be as soon as possible depended upon weather conditions to allow safe travel for the operator to report to work. **When weather conditions warrant such action**, the Superintendent of ~~Community Services~~ **Public Works** or his designee has the discretion to dispatch city equipment to the operator's residence to provide transportation or to clear a route ~~for the operator to follow so the operator can safely report to work immediately. in a safe manner when weather conditions warrant such action.~~ Once the regular or specific call out work shift has ended, the Superintendent of ~~Community Services~~ **Public Works** or his designee has the discretion of responding immediately to other specific situations or waiting until a new work shift begins.

Operators will be expected to work in excess of eight hours. The preferred shift is a maximum of ~~4~~ **twelve** hours in a twenty-four-hour period. There may be instances when this will not be possible depending upon storm conditions or other circumstances. Operators will take an approximate 20 minute break approximately every two hours with an **approximate** half hour meal break after approximately four hours for the safety of the plow operators and the public.

For emergency vehicles responding to emergency situations (fire, medical, police) within the City, necessary workers and equipment will be dispatched as soon as possible. The request for assistance must be received directly from the police department or the Administrator on call at ~~Worthington Regional Hospital~~ **Sanford Regional Hospital Worthington.**

8. TRAFFIC REGULATIONS.

The City recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes Chapter 169 while actually engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snow plow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgement, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

9. PARKING REGULATIONS

To promote safety for vehicle travel and to permit a cost-effective manner for snow removal, the City Council, upon recommendation of the City's Traffic and Safety Advisory Board, may adopt parking restrictions upon certain streets.

10. **HOW SNOW WILL BE PLOWED COLLECTOR/ARTERIAL AND RESIDENTIAL STREETS**

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the street will be plowed first. The snow will then be pushed from left to right with discharge going onto the edge of the street or boulevard area of the right-of-way. Snow will be deposited into the driveway since snow accumulated on the plow has no place to go but into the driveway. The City will not be responsible for plowing snow from any sidewalk and/or driveway ~~with the exception if~~ **unless** a significant amount of snow is discharged from the plowing operation on a sidewalk after the walk has been cleaned by the resident. The City may clean the walk at the discretion of the ~~Superintendent of Community Services and Streets Public Works~~ **Superintendent of Community Services and Streets Public Works** or his designee as personnel and equipment are available. For narrow streets, the Superintendent of ~~Community Services and Streets Public Works~~ **Community Services and Streets Public Works** or his designee may choose to plow snow from one side to the other. It is the Department's goal to have the streets passable within ~~14~~ **twelve** hours after snow has ceased falling; ~~assuming a general plowing operation beginning at 3:00 A.M. and snowfall ending at 7:00 A.M.~~ Depending on snowfall conditions and duration of the storm, However clean up operations can fluctuate widely depending upon snowfall conditions and storm duration.

11. **HOW SNOW WILL BE PLOWED AND REMOVED IN THE CENTRAL BUSINESS DISTRICT AND CERTAIN STREETS LOCATED ADJACENT TO SCHOOLS**

Snow will be removed in the business district in a manner that will minimize the disruption of a business operation within the central district. Snow will be removed on certain streets adjacent to schools within the community in a manner that will minimize the effect on school operations. ~~See exhibit C.~~

Due to the lack of a snow storage area within the central business district snow will normally be plowed from the left and right side of the street to the center of the street and be placed in a windrow. Snow from the adjacent sidewalks will be permitted to be deposited into the street right-of-way due to the lack of storage. Snow from private business parking lots will not be permitted to be placed into the street or alley. The Superintendent of ~~Community Services and Streets Public Works~~ **Community Services and Streets Public Works** or his designee may at his discretion plow the snow outward to the left and right side of the street dependent upon temperature and amount of snowfall if it is determined that the snow left along the curb will not hinder the motorist from using the parking area. The windrow will, dependent upon the amount of snowfall per storm, cause motorists and pedestrians to adjust to unusual conditions and to adjust their driving and walking to the condition created by the windrow. Adequate site distance at the intersections will be provided to the extent reasonably possible. The intersections within the district will be cleared of the windrow within three hours after the final windrow has been placed in the intersections. The snow pile at the end of each windrow at the intersecting streets will cause motorists and pedestrians to adjust their driving and walking to the condition created.

The Superintendent of ~~Community Services and Streets Public Works~~ **Community Services and Streets Public Works** or his designee may, at his discretion, push the windrow into a pile at each intersection of streets. The determination will be based upon the cost effectiveness of piling the snow utilizing City personnel and equipment versus placing it in a windrow which would not contain enough snow to load on to contract trucks with a large snow blower unit. This will usually occur when the clean up operation are being done after the initial accumulation of snow has been removed or a minimal accumulation of snow has been deposited (Approximately one to two inches). The piles of snow should be removed within eight hours after the piles have been placed in the intersection. Limited site distance at the intersection will be provided to the extent reasonably possible. The pile will cause motorists and pedestrians to adjust their

driving and walking to the condition created. The snow windrowing/piling operation within the central business district and streets adjacent to schools will normally be accomplished during the evening and early morning hours to avoid traffic and parked vehicle congestion dependent upon the amount of snowfall and the time the snowfall ceases.

City owned parking lots and alleys within the central business district are generally plowed at the same time as the central business district. The snow from the parking lots may be deposited into the street windrow or piled within the parking lot at the discretion of the Superintendent of ~~Community Services and Streets~~ **Public Works** or his designee depending upon the amounts of snow received and amount of storage available. Snow removed from the alleys will be deposited into the street windrow due to lack of storage area.

The goal of the ~~Community Services, Street Maintenance~~ **Public Works** Department is to remove the snow from the central business district and streets adjacent to school areas as soon as possible to **and in such a manner as to** alleviate traffic and pedestrian disruption. To accomplish this goal, it may be necessary to remove snow during normal business and school operating hours. **Snow removal from the central business and the streets adjacent to school areas may be delayed due to circumstances such as budget concerns, timing, weather conditions, personnel availability, and/or equipment availability.**

For emergency vehicles responding to emergency situations (fire, medical, police) outside the City, necessary workers and equipment will be dispatched as soon as possible by the jurisdiction requesting assistance.

12. **HOW SNOW WILL BE REMOVED FROM OXFORD STREET**

The City has the responsibility of snow removal from the portion of Oxford Street located from the intersection of Diagonal Road, County Road 35, and County Road 25 east to the intersection of ~~Humiston~~ **Smith Avenue** and Oxford Street. The street will be plowed from the center of median to the right. The need to maintain driving lanes will cause the snow to be placed upon the sidewalk abutting the street and on private property. The City will permit property owners abutting Oxford Street to place a portion of the snow deposited from the street along the curb line.

The City will haul the snow from the curb line after the snow has been removed from the central business district. The snow will be windrowed from the curb line and placed in the parking lane and a portion of the right driving lane depended upon the amount of snow received. The windrow will cause motorists to adjust their driving to the condition created. The windrow will be removed within six hours after the final windrow operation has been completed.

The sidewalk will have snow deposits which may not be removed due to installation of street light poles and signage in the sidewalk line due to the limited right of way. This will cause pedestrians to walk next to the curb line on portions of the sidewalk line.

13. **HOW SNOW WILL BE PLOWED IN ALLEYS**

Snow will usually be plowed in the alleys with the use of a "V" plow. The plow will move the snow from the center of the alley and deposit the snow to all abutting property. The snow in alleys abutting streets where the snow is windrowed within the central business district may be pushed into the windrow. The alleys may not be plowed until the next work shift due to **limited established budget funds or the snowplow operators having worked in excess of the preferred 14 twelve-hour work shift.** ~~second work shift if snowplow operators~~

~~have worked more than the preferred 14-hour work shift. The alleys are the lowest priority within the snow removal operation. Access to the residences abutting alleys can be accomplished from the plowed public street.~~

14. ~~EXCEPTIONS-DEVIATION FROM POLICY~~

~~In the event of equipment failure, extreme snowfall or other unanticipated events including the necessity of resting snowplow crews, deviation from these standards may be deemed appropriate at the discretion of the Superintendent of ~~Community Services and Streets~~ **Public works** or his designee.~~

15. SNOW STORAGE

Ongoing snow and ice control efforts require the use of City owned right-of-ways and easements for storage of plowed snow. Depending upon the volume of snow, storage within the right-of-way could create sight obstructions at intersections, because it is financially unfeasible and impractical to remove all snow from intersection corners.

Where space does not allow for snow to be piled outside the driving lanes, the City will may remove the snow by hauling. Timing of such hauling will be at the discretion of the Superintendent of ~~Community Services and Streets~~ **Public Works** or his designee.

**16. ~~SANDING AND SALTING AND ABRASIVE SPREADING~~
USE OF SAND, SALT AND OTHER CHEMICALS**

In 1974, the State Legislature passed legislation (160.215) that restricts the use of salt and chemical upon streets and highways. The legislation reads as follows: road authorities of cities responsible for the maintenance of highways or streets during periods when snow and ice are prevalent, will utilize such salt and chemicals only on such places as upon hills, intersections, or upon high speed or arterial roadways where vehicle traction is particularly critical, and only if, in the opinion of the road authorities, removal of snow and ice, reduction of hazardous conditions by blading, plowing, sanding including chemicals needed for the free flow of sand, or natural elements, cannot be accomplished within reasonable time.

~~In order to save the environment and to remain cost effective, the city policy will be to provide an abrasive surface at intersections of collector/arterial streets, residential streets and hills. The abrasive material will normally be a mixture of washed sand and salt in the ratio of approximately three parts sand and one part salt. This provides for traction, but is not intended to provide a bare pavement during winter conditions.~~

~~The central business district will be sanded with a higher percentage of salt to sand in an effort to strive to provide a more desirable surface to accommodate pedestrian traffic within the district and school areas. The portion of Oxford Street, which is the responsibility of the City, will be salted with a higher percentage of salt to sand as the City desires to maintain the same level of service to those businesses abutting Oxford Street as those who abut the portion maintained by the Minnesota Department of Transportation. See Exhibit A.~~

The City will use a pre-wetted sand/salt mixture (approximately 3 parts sand to 1 part salt and approximately 9 gallons per ton of a pre-wet agent) or pre-wetted salt (approximately 9 gallons per ton of salt) when there are hazardous ice and slippery conditions. Due to the effect of such chemicals upon the environment, the City will limit its use for that reason. The City does not intend to provide a bare pavement during winter conditions and may only treat intersections of collector/arterial streets, residential streets, curves and hills.

The City cannot be responsible for damage to the **grass turf** or driveways, including the approach, caused by the sand/salt mixture, **salt or other chemicals** and, therefore, will not make repairs or compensate residents for **salt**-damage to turf areas or driveways including the approach.

17. PLOWING AND/OR SANDING OF PRIVATE PROPERTY

Unless there is direct benefit to the city operations or unless emergency vehicles need access, there will be no plowing or sanding of private property with city equipment.

18. MAILBOXES

In those instances in which the U.S. Postal Service does not provide door to door delivery, it is necessary for property owners to install mailboxes on the city right-of-way immediately adjacent to the street curb. While the installation of mailboxes on City owned right-of-way is permitted, the mailbox owner assumes all risk of damage except where a mailbox is damaged through direct contact by snow removal vehicles. If the mailbox is damaged due to direct contact by a snow removal vehicle, the City, at its option, will repair or replace the mailbox with a standard metal mailbox, acceptable for delivery of mail by the United States

Post office, a wood post type support not to exceed 16 square inches or 4.5 inches in diameter or metal support as approved by the Minnesota Department of Transportation (see an attached sheet) at a cost not to exceed \$40.

A property owner may desire to replace or repair the mailbox him/her self. The City may reimburse the property owner, for materials only, not to exceed \$40, provided the owner has contacted the Superintendent of ~~Community Services and Streets~~ **Public Works** for authorization. The property owner will be required to submit an itemized statement.

A property owner assumes all risks and responsibility for replacement of mailboxes and supports that are constructed of materials such as, but not limited to, brick and mortar, stone aggregate or ornamental railings or antique type support such as dental type equipment, an airplane propeller, etc.

If a mailbox is damaged due to indirect contact, including the force of snow generated by the snow removal vehicle, the City assumes no responsibility.

19. MAIL DELIVERY

The snow plow operators make every effort to remove snow as close to the curb-line as practical to provide access to mailboxes for the Postal Department. However, it is not possible to provide perfect conditions and minimize damage to mailboxes with the size of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

20. UTILITY STRUCTURES

Except as otherwise provided in any license or franchise agreement, the City will only be responsible for damage to utility pedestals and transformers within the right-of-way resulting from direct contact by City snow and ice removal equipment provided the pedestal or transformer was marked with a minimum 5 foot identification marker attached to the transformer or pedestal. City liability will be limited to actual costs to repair the damages as documented by invoices submitted to the City by the utility.

21. LANDSCAPING

Landscaping, including nursery and inanimate materials, that are installed by a property

owner or encroach on City right-of-way and are allowed by City Ordinance will be the responsibility of the owner and the owner will assume all risk. Damage to trees, shrubbery and other landscaping will not be considered for compensation. The City cannot reasonable control drift or discharge of snow from a snowplow or snow-blower.

The City will assume no responsibility for damages incurred as the result of snow removal and ice control activities. The City, at its option, will repair by re-seeding or replacing sod only on City owned right-of-way that is removed as the result of plowing activities. The City, at its option, may replace, trim or remove landscaping, including a nursery and trees and inanimate materials.

22. LAWN SPRINKLING, LIGHTING SYSTEMS AND PERSONAL PROPERTY

The City will assume no responsibility for damage to aboveground or underground lawn sprinkling systems, exterior lighting systems, and similar landscaping installed in City owned right-of-way either by direct or indirect contact including flying snow or ice in the course of snow and ice control. The City will assume no responsibility for personal property which is being stored on the City right of way.

23. DRIVEWAYS

One of the most frequent and most irritable problems in removal of snow from public streets is the snow deposited in driveways during plowing operations. Snow being accumulated on the plow blade has no place to go but in the driveway. The amount of snow deposited in the driveways may be significant but is unavoidable due to the nature of snow removal. The City will not clean driveways based on financial restraints and available personnel.

24. SIDEWALKS CLASSIFIED AS CITY RESPONSIBILITY

The City annually budgets a sum of money for winter maintenance of certain public sidewalks. The City will attempt to contract with snow removal contractors to remove snow and ice from these walks. A list identifying these walks is attached as Exhibit C.

Taking into consideration the financial and personnel resources available to the City and the inability of the City to control the climate conditions in the winter season, the City adopts the following standards for winter maintenance to public sidewalks which abut City property or alley approaches within the city limits:

1. Sidewalks should be cleared as thoroughly as possible but need not be cleared of all ice and snow nor need to be maintained to bare pavement.
2. Sidewalks which abut alley approaches will have compacted snow due to the inability of the City to financially and reasonably provide resources to remove snow and ice due to vehicular traffic crossing the walks frequently.
3. The crosswalks at each intersecting street and sidewalks located directly behind the street curb will have snow deposited upon the radius and sidewalk. Snow being accumulated on a plow blade has no place to go but in the crosswalk area or sidewalk. The amount of snow on the radius or the sidewalk directly behind the street curb may be significant but is unavoidable due to the nature of snow removal.
4. The City will reasonably attempt to remove snow and ice from the walks which are not the responsibility of the property owner (see ordinance #708 sec 5.05) after final clearing of all snow from City streets, alleys, and public owned parking lots as resources are available.

Exhibit C

25. SIDEWALKS CLASSIFIED AS RESPONSIBILITY OF PROPERTY OWNER

The City has an ordinance which requires all snow and ice be removed from the public sidewalk which abuts the owner's property. (See ordinance #708 Sec.5.05). The City recognizes the inability of property owners to control the climate conditions in the winter season **and that, at times of extreme cold temperatures and when temperatures cause frequent freeze/thaw cycles.** ~~This inability will allow for property owners may be unable to remove all snow and ice. in extreme cold temperatures and when temperatures cause frequent freeze/thaw cycles.~~ The City adopts the following policy standard for public sidewalks which abuts the owner's property:

1. The City will require the sidewalk be cleared as thoroughly as possible but need not be cleared of all snow and ice nor need to be maintained to bare pavement. Compacting by excessive foot traffic does not constitute cleaning.
2. Sidewalks which are not contiguous within a residential/commercial block will not be required to have snow and ice removed. **Exception:** sidewalks which are not contiguous only because the crosswalk is not installed will not be exempted as residents have the opportunity to walk within the residential block/commercial block: A property owner in either a residential or commercial block shall not be required to remove snow and/or ice from the sidewalk located upon such property unless such portion of the sidewalk is a part of a contiguous stretch of sidewalk between street intersections. However, a property owner in either a residential or commercial block shall remove snow and/or ice from the sidewalk located upon such owner's property if it is only the absence of one or more crosswalks that cause the sidewalk too noncontiguous.
3. The Superintendent of ~~Community Services and Streets~~ **Public Works** or his designee may extend the time period for property owners to remove snow and ice from their property due to extreme drifting or accumulation of snow and ice.
4. The City will attempt an inspection of all sidewalks within the city limits for compliance to these standards as personnel and resources are reasonably available.

26. ~~BIKE TRAIL RECREATIONAL TRAILS~~

~~The segment of the bike trail which passes through Olson Park campgrounds will not be maintained due to limited use and the closure of the campground. The remaining segment of the trail will be maintained as the same standard established for residential streets as the bike trail is a part of the street.~~

The City annually budgets a sum of money for winter maintenance of ~~certain public sidewalks~~ the recreational trails located throughout the community. Taking into consideration the financial and personnel resources available to the City and the inability of the City to control the climate conditions in the winter season, the City adopts the following standards for winter maintenance to ~~public sidewalks which abut City property or alley approaches~~ recreational trails within the city limits:

1. ~~Sidewalks should~~ Recreational trails should be cleared as thoroughly as possible but need not be cleared of all ice and snow nor need to be maintained to bare pavement.
2. **Snow removal from recreational trails may be delayed due to**

circumstances such as budget concerns, timing, weather conditions, personnel availability, and/or equipment availability.

27. **RESPONSIBILITY**

The Superintendent of ~~Community Services and Streets~~, **Public Works** or his designee with the assistance of the City Police Department, and Street Maintenance Supervisor will monitor the street conditions to determine the timing and the number of crews and independent contractors necessary to clear the city maintained street system.

The Superintendent of ~~Community Services and Streets~~ **Public Works**, or in his absence his designated representative, has the responsibility of determining plow routes and sequencing of operations in accordance with the priorities as established in Exhibit A. The Superintendent of ~~Community Services and Streets~~ **Public Works** or his designee will retain the latitude to adjust sequencing or route assignments based on storm conditions, equipment availability and/or other condition warranting changes.

28. **COMPLAINTS AND REQUESTS FOR FURTHER SERVICES**

Complaints and requests for further services regarding snow and ice control or damage will be taken during normal working hours and handled in accordance with City procedures. Complaints and requests for further services should be directed to the Superintendent of ~~Community Services and Streets~~ **Public Works**. Complaints and requests for further services will be handled on a priority basis. Response time should not exceed 24 hours after snow has ceased unless conditions or operations prevent the Superintendent from responding. It should be understood that responses are to ensure that the provisions of this policy have been fulfilled and that all residents have been treated uniformly.

29. **REVIEW OF POLICY**

The City will keep on file comments and complaints received regarding this policy. This policy will be reviewed periodically. Any review will consider comments received since the last review.

SNOW REMOVAL ORDINANCES

Odd-Even Parking Ordinance #688 Sec. 1; Chapter 72; Subd: 72.07

From and after November 15th through March 31st of each year, with enforcement time from 12:01 A.M. to 3:00 P.M. each day, the parking of vehicles on the streets in the City of Worthington on odd numbered dates shall be allowed on the side of streets which have buildings with the addresses ending in an odd number and on those dates parking shall be prohibited on the sides of the streets which have buildings with the addresses ending in an even number. During the same time period, the parking of vehicles on the streets in the City of Worthington on even numbered dates shall be allowed on the sides of the streets which have building addresses ending in even number and on those dates, parking shall be prohibited on the sides of the streets which have buildings with addresses ending in an odd number. **NOTE: This would be, if Council agrees to amend this subdivision by permitting the declaration of a snow emergency. The continuation of the odd-even parking would be a part of the adopted amended ordinance.**

Parking Regulations: Ordinance #558 Sec. 5.15 Subd. **This was removed when the City did a re codification of its ordinances, as it contradicted the odd-even ordinance.**

~~No vehicle shall be parked upon any street during a snowstorm or immediately thereafter; in such a manner as to obstruct traffic or the removal of snow from such street, until such street has been cleared of snow.~~

Obstructions in Street: Ordinance #708. Sec. 1; Chapter 94, Section 94.01

Dumping in streets: It is a misdemeanor for any person to throw or deposit in any street or any public place any nails, dirt, glass, tin cans, metal scraps, garbage, shreds, rubbish or snow. The City may order cleaning, grading, or other required maintenance if not promptly removed upon written and/or verbal notice to the resident of abutting property.

Ice and Snow on Public Sidewalk: Sec. 5.05 Ordinance Chapter 92, Section 92.04

Ice and Snow Nuisance: All snow and ice remaining upon public sidewalks is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting property within (12) twelve hours after such snow or ice has ceased to be deposited.

State Statute 169.041 Subd (4) (1): A towing authority may tow a motor vehicle, notwithstanding Subd. 3, if: the vehicle is parked in violation of snow emergency regulations.

169.041 TOWING AUTHORIZED.

Subdivision 1. **Towing authority.** For purposes of this section, "towing authority" means:

(1) any local authority authorized by section 169.04 to enforce the traffic laws, and a private towing company authorized by a local authority; or

(2) an authorized employee of the Department of Transportation's freeway service patrol within the department's eight-county metropolitan district.

Subd. 2. **Towing order required.** A towing authority may not tow a motor vehicle from public property unless a peace officer or parking enforcement officer has prepared, in addition to the parking citation, a written towing report describing the motor vehicle and the reasons for towing. The report must be signed by the officer and the tow driver. Within the Department of Transportation's eight-county metropolitan district, an authorized employee of the department's freeway service patrol may order a tow from a trunk highway after preparing a written towing report provided by the Minnesota State Patrol. A citation need not be issued before the employee orders a tow.

Except in cases where an accident or traffic hazard to the traveling public exists, the department employee shall ensure that if the tower requested to remove the vehicle by the owner arrives before the tower requested by the department, the tower requested by the owner is given the opportunity to actually conduct and complete all towing operations requested.

Subd. 3. [Repealed, 2010 c 351 s 74]

Subd. 4. [Repealed, 2010 c 351 s 74]

Subd. 5. **Towing prohibited.** (a) A towing authority may not tow a motor vehicle because:

(1) the vehicle has expired registration tabs that have been expired for less than 90 days; or

(2) the vehicle is at a parking meter on which the time has expired and the vehicle has fewer than five unpaid parking tickets.

(b) A towing authority may tow a motor vehicle, notwithstanding paragraph (a), if:

(1) the vehicle is parked in violation of snow emergency regulations;

(2) the vehicle is parked in a rush-hour restricted parking area;

(3) the vehicle is blocking a driveway, alley, or fire hydrant;

(4) the vehicle is parked in a bus lane, or at a bus stop, during hours when parking is prohibited;

(5) the vehicle is parked within 30 feet of a stop sign and visually blocking the stop sign;

(6) the vehicle is parked in a disability transfer zone or disability parking space without a disability parking certificate or disability license plates;

(7) the vehicle is parked in an area that has been posted for temporary restricted parking (i) at least 12 hours in advance in a home rule charter or statutory city having a population under 50,000, or (ii) at least 24 hours in advance in another political subdivision;

(8) the vehicle is parked within the right-of-way of a controlled-access highway or within the traveled portion of a public street when travel is allowed there;

(9) the vehicle is unlawfully parked in a zone that is restricted by posted signs to use by fire, police, public safety, or emergency vehicles;

(10) the vehicle is unlawfully parked on property at the Minneapolis-St. Paul International Airport owned by the Metropolitan Airports Commission;

(11) a law enforcement official has probable cause to believe that the vehicle is stolen, or that the vehicle constitutes or contains evidence of a crime and impoundment is reasonably necessary to obtain or preserve the evidence;

(12) the driver, operator, or person in physical control of the vehicle is taken into custody and the vehicle is impounded for safekeeping;

(13) a law enforcement official has probable cause to believe that the owner, operator, or person in physical control of the vehicle has failed to respond to five or more citations for parking or traffic offenses;

(14) the vehicle is unlawfully parked in a zone that is restricted by posted signs to use by taxicabs;

(15) the vehicle is unlawfully parked and prevents egress by a lawfully parked vehicle;

(16) the vehicle is parked, on a school day during prohibited hours, in a school zone on a public street where official signs prohibit parking; or

(17) the vehicle is a junk, abandoned, or unauthorized vehicle, as defined in section 168B.011, and subject to immediate removal under chapter 168B.

Subd. 5a. **Quick clearance.** (a) For purposes of this subdivision:

(1) "road" includes the roadway, a lane for vehicular traffic, shoulder, on-ramp, and off-ramp of a street or highway, including a parkway; and

(2) "obstructions" includes motor vehicles, debris, personal property, and cargo.

(b) Within the Department of Transportation's eight-county metropolitan district, the department and the State Patrol may move, remove, or cause to remove obstructions from a road if:

(1) there has been a traffic incident involving a collision, accident, or spilled load;

(2) the obstructions block a road or aggravate an emergency on a road; and

(3) the department cooperates with the State Patrol and private towing or recovery companies authorized by the State Patrol concerning towing of the vehicle and removal of other obstructions.

(c) The State Patrol shall make a reasonable effort to contact the owner of the motor vehicle or other obstructions before undertaking an action under this subdivision.

(d) The department shall make a reasonable effort to allow the owner of the motor vehicle to arrange for its removal, taking into account any time delay and safety issues, and shall give due consideration to having the vehicle towed by a licensed towing service capable of safely moving the vehicle.

(e) Towing charges accrued by the owner or owners of the vehicle must be reasonable for the type of vehicle removed and the circumstances surrounding its removal.

Subd. 6. **Private property.** This section does not restrict the authority of the owner of private property to authorize under chapter 168B the towing of a motor vehicle unlawfully parked on the private property.

Subd. 7. **Damages.** The owner or driver of a motor vehicle towed in violation of this section is entitled to recover from the towing authority the greater of \$100 or two times the actual damages sustained as a result of the violation. Damages recoverable under this subdivision include but are not limited to costs of recovering the vehicle, including time spent and transportation costs.

History: 1989 c 256 s 1; 1990 c 503 s 1; 1992 c 580 s 1; 1994 c 536 s 19; 1995 c 137 s 10-12; 2005 c 56 s 1; 2008 c 287 art 1 s 42,43; 2010 c 351 s 27,28

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE VII, TRAFFIC CODE, CHAPTER 72 PARKING REGULATIONS, SECTION 72.07 PARKING VEHICLES TO FACILITATE SNOW REMOVAL

The City Council of the City of Worthington Do Ordain:

Section I.

Section 72.07 of the Worthington City Code is hereby amended to read as follows:

§ 72.07 PARKING VEHICLES TO FACILITATE SNOW REMOVAL.

- (A) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- (1) Emergency official shall be the superintendent of public works or his designee.
 - (2) Emergency means a condition created on city streets because of the presence of snow, freezing rain, sleet, ice or snow drifts thereon, which creates or is likely to create hazardous road conditions or impede or are likely to impede the free movement of fire, health, police, snow removal equipment, or other emergency traffic or citizen's travel.
 - (3) Street and alley shall mean the entire width of any public roadway within the City and it shall not be limited to those roadways designated as "street" but to include avenues and all other names by which a public roadways are designated.
- (B) Declaration of Snow Emergency.
- (1) After or during the fall of snow, freezing rain, sleet, ice or accumulation of snow drifts on any day between October 15 and April 15, the Emergency Official is authorized to declare in writing a snow emergency which shall be announced by radio broadcast as soon as possible on the local radio station(s). Four (4) hours after the declaration of a snow emergency it shall be in effect. A declared snow emergency shall expire 48 hours later unless the snow emergency is either renewed or terminated early by the Emergency Official. If renewed or terminated early, it will be publicized in the same manner as the original declaration.

- (2) Parking during declaration of snow emergency. It shall be unlawful for any person to allow a vehicle parked upon any public street or alley which interferes with the removal of snow from streets or alleys in the City or impedes the free movement of fire, health, police, snow removal equipment, emergency or other vehicular traffic when such emergency has been declared.
- (C) Odd-Even Parking. From and after November 15 through March 31 of each year with enforcement time from 12:01 a.m. to 3:00 p.m. each day, the parking of vehicles on the streets in the city on odd-numbered dates shall be allowed only on sides of the streets which have buildings with addresses ending in an odd number and on those dates parking shall be prohibited on the sides of the streets which have buildings with addresses ending in an even number. During the same time period, the parking of vehicles on the streets in the city on even numbered dates shall be allowed only on the sides of the streets which have buildings with addresses ending in an even number and on those dates parking shall be prohibited on the sides of the streets which have buildings with addresses ending in an odd number. If a Snow Emergency is declared pursuant to (B) above, Odd-Even Parking shall be in effect even if such Snow Emergency occurs or extends outside of the period between November 15 and March 31.
- (D) Nothing in this section authorizes the parking of a vehicle for a period of time or in a place when or where otherwise prohibited or restricted by signs or otherwise including but not limited to, emergency snow route signs, odd/even parking signs or time restricted parking signs. Except as to a declared snow emergency, all temporary and permanent City signs which direct that parking should occur in a different way on any street shall have priority over the other provisions of this Ordinance.
- (E) No vehicle shall be parked upon any street, alley or right-of-way outside of the designated parking lanes so as to block the removal of snow from any such street, alley or right-of-way.
- (F) Ticketing and towing of vehicles. Pursuant to Minn. Stat. 169.041 and § 72.13 of this Code, any law enforcement official shall be authorized to ticket and tow, or have removed and towed away by any commercial towing service, any vehicle which is parked in violation of this Ordinance or in any place where such parked vehicle creates or constitutes a traffic hazard or obstructs, or may obstruct the movement of any emergency or snow removal equipment, or unreasonably interferes with the removal of snow.
- (G) Violation of this section shall be a petty misdemeanor.

Section II.

This ordinance shall be in full force and effect after its passage and publication.

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

(SEAL)

Mayor

Attest: _____
City Clerk

Exhibit 3c

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	4/08/11	MAINTENANCE CONTRACT	DATA PROCESSING	COPIER/FAX	110.78
				TOTAL:	110.78
ADRIAN AUTO SERVICE	4/08/11	WORK ON RADIATOR	RECREATION	GOLF COURSE-GREEN	65.00
				TOTAL:	65.00
AMERICAN WATER ENTERPRISES ENVMENTAL M	4/08/11	CONTRACT OPERATIONS WWTF	INDUSTRIAL WASTEWA	O-PURIFY MISC	115,939.32
				TOTAL:	115,939.32
APEL DENNIS	4/08/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	55.00
	4/08/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	77.60
				TOTAL:	132.60
ARCTIC ICE INC	4/08/11	ICE	LIQUOR	NON-DEPARTMENTAL	121.50
				TOTAL:	121.50
ARNOLD MOTOR SUPPLY	4/08/11	CHOKE CLEANER	ELECTRIC	O-DISTR UNDERGRND LINE	2.66
	4/08/11	PAINT FOR TRAILER	ELECTRIC	O-DISTR UNDERGRND LINE	14.91
	4/08/11	PAINT FOR TRAILER	ELECTRIC	O-DISTR UNDERGRND LINE	51.28
	4/08/11	PAINT FOR TRAILER	ELECTRIC	O-DISTR UNDERGRND LINE	110.67
	4/08/11	PRIME	ELECTRIC	O-DISTR UNDERGRND LINE	14.84
	4/08/11	OIL SEAL FOR TRAILER	ELECTRIC	O-DISTR UNDERGRND LINE	17.80
				TOTAL:	212.16
AVERA WORTHINGTON SPECIALTY CLINICS	4/08/11	LAB TESTING	GENERAL FUND	POLICE ADMINISTRATION	854.00
	4/08/11	LAB TESTING	GENERAL FUND	PAVED STREETS	100.00
	4/08/11	LAB TESTING	RECREATION	PARK AREAS	25.00
	4/08/11	LAB TESTING	WATER	O-DISTR MISC	75.00
	4/08/11	LAB TESTING	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	25.00
	4/08/11	LAB TESTING	MUNICIPAL WASTEWAT	O-PURIFY MISC	50.00
				TOTAL:	1,129.00
BAHRS SMALL ENGINE	4/08/11	OIL FOR SAWS	ELECTRIC	M-DISTR UNDERGRND LINE	36.23
				TOTAL:	36.23
BELLBOY CORP	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,786.00
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	550.00
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,154.00
				TOTAL:	3,490.00
BENSON TECHNICAL WORKS INC	4/08/11	QUARTERLY LIGHT VERIFICATI	AIRPORT	O-GEN MISC	624.25
				TOTAL:	624.25
BEVERAGE WHOLESALERS INC	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,137.80
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	6,347.09
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	191.45
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	6,637.26
				TOTAL:	14,313.60
BOLTON & MENK INC	4/08/11	PROFESSIONAL SERVICES	IMPROVEMENT CONST	TH 59 N & BIO DR DESIG	3,534.00
				TOTAL:	3,534.00
BORDER STATES ELECTRIC SUPPLY	4/08/11	SECONDARY LUGS	ELECTRIC	FA DISTR UNDRGRND COND	101.52
				TOTAL:	101.52
BYRNE JOE	4/08/11	REIMBURSE	ELECTRIC	O-DISTR MISC	54.01

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	54.01
C&S CHEMICALS INC	4/08/11	4,297 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,350.54
				TOTAL:	5,350.54
CHAPULIS BRADLEY	4/08/11	REIMBURSE	GENERAL FUND	ECONOMIC DEVELOPMENT	170.85
				TOTAL:	170.85
CLARK CRAIG	4/08/11	REIMBURSE	GENERAL FUND	ADMINISTRATION	445.05
				TOTAL:	445.05
COCA-COLA ENTERPRISES-MIDWEST DIVISION	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	302.80
				TOTAL:	302.80
ROXANNE M CRAYFORD	4/08/11	MARCH CLEANING	COMMUNITY CTR/GRAN	COMMUNITY CENTER	130.00
				TOTAL:	130.00
DAILY GLOBE	4/08/11	ONLINE ADS	GENERAL FUND	MAYOR AND COUNCIL	60.00
	4/08/11	ORDINANCE PUBLICATIONS	GENERAL FUND	CLERK'S OFFICE	974.70
	4/08/11	LIQUOR STORE CLERK ADS	GENERAL FUND	PERSONNEL & RECRUITMEN	315.40
	4/08/11	PLANNING COMMISSION	GENERAL FUND	ECONOMIC DEVELOPMENT	119.13
	4/08/11	GOLF ADS	RECREATION	GOLF COURSE-CLUBHOUSE	1,210.00
				TOTAL:	2,679.23
DAVIS TYPEWRITER CO INC	4/08/11	SUPPLIES	GENERAL FUND	CLERK'S OFFICE	2.13
	4/08/11	SUPPLIES	GENERAL FUND	ENGINEERING ADMIN	66.82
	4/08/11	SUPPLIES	GENERAL FUND	ENGINEERING ADMIN	40.24
	4/08/11	SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	42.88
	4/08/11	SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	17.24
	4/08/11	CREDIT FOR PRINTER CARTRID	LIQUOR	O-GEN MISC	71.94
	4/08/11	SUPPLIES	LIQUOR	O-GEN MISC	52.90
	4/08/11	SUPPLIES	DATA PROCESSING	DATA PROCESSING	325.76
	4/08/11	SUPPLIES	DATA PROCESSING	DATA PROCESSING	20.25
				TOTAL:	496.28
DEMUTH PAT	4/08/11	REIMBURSE	ELECTRIC	O-DISTR MISC	235.69
				TOTAL:	235.69
DEMUTH ROBERT	4/08/11	REIMBURSE	ELECTRIC	ADMIN MISC	533.11
				TOTAL:	533.11
DEPARTMENT OF FINANCE	4/08/11	WOOD FORFEITURE	PD TASK FORCE	DRUG/VIOLENCE PREVENT	7.80
	4/08/11	KISLOWSKI FORFEITURE	PD TASK FORCE	DRUG/VIOLENCE PREVENT	32.00
				TOTAL:	39.80
DYKES AUTO SALVAGE INC	4/08/11	WHEEL	GENERAL FUND	LAKE IMPROVEMENT	15.00
				TOTAL:	15.00
ECHO GROUP INC	4/08/11	PAINTABLE WALL SCONCE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	100.04
				TOTAL:	100.04
ED PROS	4/08/11	MEMBERSHIP	GENERAL FUND	ECONOMIC DEVELOPMENT	75.00
				TOTAL:	75.00
ENVIRONMENTAL EQUIPMENT & SERVICE INC	4/08/11	SLEEVE/SEAL KIT	STORM WATER MANAGE	STREET CLEANING	193.96
				TOTAL:	193.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EVERGREEN LAND SERVICES	4/08/11	ACQUISITION AGENT	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	514.35
				TOTAL:	514.35
EXTREME BEVERAGE LLC	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	315.00
				TOTAL:	315.00
FERGUSON ENTERPRISES INC #226	4/08/11	OLSON RESTROOMS	RECREATION	OLSON PARK CAMPGROUND	544.21
	4/08/11	OLSON RESTROOMS	RECREATION	OLSON PARK CAMPGROUND	20.86
	4/08/11	CHECK VALVE	ELECTRIC	M-DISTR UNDERGRND LINE	8.28
				TOTAL:	573.35
GRAHAM TIRE OF WORTHINGTON INC	4/08/11	NEW TIRE	STORM WATER MANAGE	STREET CLEANING	173.57
				TOTAL:	173.57
GRAINGER INC	4/08/11	250W LAMP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	36.26
				TOTAL:	36.26
GREAT PLAINS GOLF EXPO	4/08/11	GOLF EXPO BOOTH	RECREATION	GOLF COURSE-CLUBHOUSE	525.00
				TOTAL:	525.00
H & H AUTO & REPAIR	4/08/11	OIL CHANGE, REPLACE GASKET	GENERAL FUND	ECONOMIC DEVELOPMENT	615.65
				TOTAL:	615.65
HACH CHEMICAL COMPANY	4/08/11	CHEMICALS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	600.32
				TOTAL:	600.32
HAGEN BEVERAGE DISTRIBUTING INC	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,655.00
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,421.25
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	9,347.85
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	2,821.45
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	1,158.50
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	255.00
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	6,778.55
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	180.00
	4/08/11	SUPPLIES	LIQUOR	O-GEN MISC	32.50
				TOTAL:	23,650.10
HAIN SCOTT	4/08/11	REIMBURSE	WATER	O-SOURCE WELLS & SPRNG	127.86
	4/08/11	REIMBURSE	ELECTRIC	ADMIN OFFICE SUPPLIES	424.57
				TOTAL:	552.43
HAWKINS INC	4/08/11	2 TONS CHLORINE	WATER	O-PURIFY	1,478.02
	4/08/11	OVERCHARGED FREIGHT	WATER	O-PURIFY	222.02
				TOTAL:	1,256.00
HEIMAN FIRE EQUIPMENT INC	4/08/11	HYDROTESTING	MUNICIPAL WASTEWAT	O-PURIFY MISC	105.00
				TOTAL:	105.00
HUISMAN MACHINING/FABRICATION	4/08/11	1 3/8" SHART	GENERAL FUND	ICE AND SNOW REMOVAL	25.00
				TOTAL:	25.00
HY-VEE INC	4/08/11	SITE PREP	TI DIST #7, REDEV	SITE PREP ASSISTANCE	183,249.00
				TOTAL:	183,249.00
HY-VEE INC-61609	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	42.00
				TOTAL:	42.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
INTEGRITY AVIATION INC	4/08/11	FBO MANAGEMENT APRIL	AIRPORT	O-GEN MISC	1,995.00
	4/08/11	REPAIR PARTS	AIRPORT	O-GEN MISC	7.07
	TOTAL:				2,002.07
J & K WINDOWS	4/08/11	WINDOW CLEANING	LIQUOR	O-GEN MISC	66.00
	TOTAL:				66.00
JERRY'S AUTO SUPPLY	4/08/11	GEAR OIL	GENERAL FUND	ICE AND SNOW REMOVAL	7.67
	4/08/11	HOSE, FITTINGS	GENERAL FUND	ICE AND SNOW REMOVAL	42.07
	4/08/11	HOSE, FITTING, HOSE END	GENERAL FUND	ICE AND SNOW REMOVAL	35.53
	4/08/11	OIL FILTERS	STORM WATER MANAGE	STREET CLEANING	16.76
	4/08/11	FUEL FILTER	STORM WATER MANAGE	STREET CLEANING	2.96
	4/08/11	CONTACT SET, CONDENSER	STORM WATER MANAGE	STREET CLEANING	23.49
	4/08/11	EPOXY	STORM WATER MANAGE	STREET CLEANING	5.87
	4/08/11	AIR FILTER	STORM WATER MANAGE	STREET CLEANING	28.48
	4/08/11	FUEL TREATMENT	STORM WATER MANAGE	STREET CLEANING	11.16
TOTAL:				173.99	
JOHNSON BROTHERS LIQUOR CO	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,054.25
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,888.00
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,748.18
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	2,013.15
	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	69.00
TOTAL:				7,772.58	
JSA SERVICES	4/08/11	DISINFECTANT	RECREATION	PARK AREAS	65.17
	4/08/11	SHOP RAGS	RECREATION	PARK AREAS	10.69
TOTAL:				75.86	
KARLS CARQUEST AUTO PARTS INC	4/08/11	WHEEL NUT	GENERAL FUND	LAKE IMPROVEMENT	5.99
	4/08/11	WHEEL BOLT	GENERAL FUND	LAKE IMPROVEMENT	16.16
TOTAL:				22.15	
KRUSE MOTORS OF WORTHINGTON INC	4/08/11	STOP KITS FOR SEAT BELTS	WATER	O-DIST UNDERGRND LINES	17.99
	TOTAL:				17.99
LAMPERTS YARDS INC-2602004	4/08/11	DOCK-FREEDOM SHORE	GENERAL FUND	LAKE IMPROVEMENT	110.10
	4/08/11	DOCK-SUNSET	GENERAL FUND	LAKE IMPROVEMENT	86.16
	4/08/11	DOCK	GENERAL FUND	LAKE IMPROVEMENT	82.34
TOTAL:				278.60	
LARSON CRANE SERVICE INC	4/08/11	HAUL SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	180.00
	TOTAL:				180.00
LOCATORS & SUPPLIES INC	4/08/11	BATTERIES	ELECTRIC	O-DISTR MISC	141.08
	TOTAL:				141.08
MARCO	4/08/11	COPIER SERVICE	GENERAL FUND	ENGINEERING ADMIN	30.18
	4/08/11	COPIER SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	30.18
	4/08/11	COPIER SERVICE	GENERAL FUND	PAVED STREETS	110.21
TOTAL:				170.57	
MEDIAUSA ADVERTISING INC	4/08/11	ADVERTISING BOARD	LIQUOR	O-GEN MISC	255.00
	TOTAL:				255.00
MINNESOTA ENERGY RESOURCES CORP	4/08/11	GAS SERVICE	GENERAL FUND	PAVED STREETS	127.67

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/08/11	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	171.55
	4/08/11	GAS SERVICE	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	246.57
	4/08/11	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	2,762.70
	4/08/11	GAS SERVICE	AIRPORT	O-GEN MISC	498.56
	4/08/11	GAS SERVICE	AIRPORT	O-GEN MISC	357.24
				TOTAL:	4,164.29
MINNESOTA MUNICIPAL UTILITIES ASSOC	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	ADMINISTRATION	152.65
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	ENGINEERING ADMIN	279.86
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	127.21
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	POLICE ADMINISTRATION	1,577.41
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	FIRE ADMINISTRATION	1,831.83
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	PAVED STREETS	50.88
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	PAVED STREETS	305.30
	4/08/11	3RD QTR SAFETY MANAGEMENT	GENERAL FUND	CODE ENFORCEMENT	50.88
	4/08/11	3RD QTR SAFETY MANAGEMENT	RECREATION	GOLF COURSE-CLUBHOUSE	50.88
	4/08/11	3RD QTR SAFETY MANAGEMENT	RECREATION	GOLF COURSE-GREEN	50.88
	4/08/11	3RD QTR SAFETY MANAGEMENT	RECREATION	PARK AREAS	203.53
	4/08/11	3RD QTR SAFETY MANAGEMENT	LIQUOR	O-GEN MISC	152.65
	4/08/11	3RD QTR SAFETY MANAGEMENT	DATA PROCESSING	DATA PROCESSING	203.53
				TOTAL:	5,037.49
MINNESOTA POLLUTION CONTROL AGENCY	4/08/11	PROFESSIONAL FEES	IMPROVEMENT CONST	ADI DEVELOPMENT	125.00
				TOTAL:	125.00
MISCELLANEOUS V HEIDELBERGER JOSHUA	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	42.76
HEIDELBERGER JOSHUA	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
MARTINEZ GONZALO	4/08/11	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	202.10
SANCHEZ MATTHEW J	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	44.64
SANCHEZ MATTHEW J	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.10
SUAREZ ELOISA P	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	50.39
SUAREZ ELOISA P	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
THEPMONTRY CHAMPA	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	130.52
THEPMONTRY CHAMPA	4/08/11	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.21
				TOTAL:	470.88
MN DEPT OF PUBLIC SAFETY	4/08/11	PRAIRIE VIEW SETUP LICENSE	RECREATION	GOLF COURSE-CLUBHOUSE	250.00
				TOTAL:	250.00
MSANI	4/08/11	SPRING CONFERENCE REGISTRA	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	600.00
				TOTAL:	600.00
MTI DISTRIBUTING INC	4/08/11	FAIRWAY BEDKNIVES	RECREATION	GOLF COURSE-GREEN	470.24
				TOTAL:	470.24
NEW VISION CO-OP	4/08/11	GENERIC GLYPHOSATE	RECREATION	PARK AREAS	413.29
				TOTAL:	413.29
NIENKERK CONSTRUCTION INC	4/08/11	GREASE HAULING	MUNICIPAL WASTEWAT	O-PURIFY MISC	150.00
				TOTAL:	150.00
NOBLES COOPERATIVE ELECTRIC	4/08/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	229.06
	4/08/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	40.48
	4/08/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	187.79
	4/08/11	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	80.16
	4/08/11	ELECTRIC SERVICE	WATER	O-PUMPING	28.74

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/08/11	ELECTRIC SERVICE	WATER	O-PUMPING	53.56
	4/08/11	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	39.03
				TOTAL:	658.82
NOBLES COUNTY AUDITOR/TREASURER	4/08/11	MARCH LEGAL	GENERAL FUND	PROSECUTION	11,690.25
	4/08/11	SETUP LICENSE	RECREATION	GOLF COURSE-CLUBHOUSE	100.00
	4/08/11	ON-SALE BEER LICENSE	RECREATION	GOLF COURSE-CLUBHOUSE	25.00
				TOTAL:	11,815.25
NOBLES COUNTY ENVIRONMENTAL SERVICES	4/08/11	RECYCLE FLUORESCENT BULBS	LIQUOR	O-GEN MISC	21.50
				TOTAL:	21.50
NOBLES COUNTY LANDFILL	4/08/11	DISPOSAL OF CLUBHOUSE MATE	RECREATION	GOLF COURSE-GREEN	86.33
				TOTAL:	86.33
OLD DOMINION BRUSH	4/08/11	BEARING	STORM WATER MANAGE	STREET CLEANING	49.55
				TOTAL:	49.55
OMG MIDWEST INC DBA SOUTHERN MINNESOTA	4/08/11	RYANS ROAD STREET IMPROVEM	IMPROVEMENT CONST	NON-DEPARTMENTAL	17,265.76
				TOTAL:	17,265.76
OXFORD AUTOMOTIVE EXTERIORS	4/08/11	REPAIR UNIT 100	ELECTRIC	O-DISTR SUPER & ENG	912.33
				TOTAL:	912.33
PEPSI COLA BOTTLING CO	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	207.60
	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	137.90
				TOTAL:	345.50
PHILLIPS WINE & SPIRITS INC	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	41.35
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,593.59
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	608.85
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,016.34
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	316.75
	4/08/11	BEER	LIQUOR	NON-DEPARTMENTAL	34.20
				TOTAL:	4,611.08
PIPESTONE COUNTY ATTORNEYS OFFICE	4/08/11	WOOD FORFEITURE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	15.60
				TOTAL:	15.60
PRECISION TURF & CHEMICAL INC	4/08/11	GREENS FERTILIZER	RECREATION	GOLF COURSE-GREEN	3,515.55
	4/08/11	FUNGICIDE	RECREATION	GOLF COURSE-GREEN	498.25
				TOTAL:	4,013.80
PRINTERS THE	4/08/11	TRASH LABELS	GENERAL FUND	TRASH PICKUP	230.86
	4/08/11	ENVELOPES	DATA PROCESSING	DATA PROCESSING	187.04
				TOTAL:	417.90
PROBUILD NORTH LLC	4/08/11	BIKE BRIDGE SUPPLIES	GENERAL FUND	PAVED STREETS	256.47
	4/08/11	FREEDOM PIER	GENERAL FUND	LAKE IMPROVEMENT	293.27
	4/08/11	FREEDOM PIER	GENERAL FUND	LAKE IMPROVEMENT	50.64
	4/08/11	SIGNS	RECREATION	OLSON PARK CAMPGROUND	9.17
				TOTAL:	609.55
QUALITY WINE & SPIRITS	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	1,186.00
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,687.36
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,186.02

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	259.20
				TOTAL:	6,318.58
ROCK COUNTY ATTORNEY'S OFFICE	4/08/11	KISLOWSKI FORFEITURE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	64.00
				TOTAL:	64.00
RUFFRIDGE JOHNSON EQUIP CO INC	4/08/11	REAR WATER PUMP SEAL	STORM WATER MANAGE	STREET CLEANING	562.55
	4/08/11	REAR WATER PUMP	STORM WATER MANAGE	STREET CLEANING	711.25
	4/08/11	REAR WATER PUMP	STORM WATER MANAGE	STREET CLEANING	542.32
				TOTAL:	1,816.12
RUNNINGS SUPPLY INC-ACCT#9502440	4/08/11	GEAR LUBE	ELECTRIC	M-DISTR UNDERGRND LINE	28.28
				TOTAL:	28.28
RUNNINGS SUPPLY INC-ACCT#9502485	4/08/11	WISE GRIP	GENERAL FUND	PAVED STREETS	13.89
	4/08/11	DRILL BIT	GENERAL FUND	PAVED STREETS	6.19
	4/08/11	RETURNED BULK BOLTS/NUTS/W	GENERAL FUND	LAKE IMPROVEMENT	20.00
	4/08/11	BULK BOLTS, 18" HANDLE	GENERAL FUND	LAKE IMPROVEMENT	7.98
	4/08/11	BULK NUTS/BOLTS/WASHERS	GENERAL FUND	LAKE IMPROVEMENT	10.56
	4/08/11	BOLTS, WASHERS	GENERAL FUND	LAKE IMPROVEMENT	5.79
	4/08/11	DRILL BIT	GENERAL FUND	LAKE IMPROVEMENT	3.73
	4/08/11	WASHERS, BOLTS	GENERAL FUND	LAKE IMPROVEMENT	3.09
	4/08/11	CARRIAGE BOLTS, NUTS, WASH	GENERAL FUND	LAKE IMPROVEMENT	19.72
	4/08/11	DRILL BIT	GENERAL FUND	LAKE IMPROVEMENT	11.11
	4/08/11	BULK HEX NUTS	GENERAL FUND	LAKE IMPROVEMENT	4.91
	4/08/11	SPRAY PAINT-TRASH CANS	RECREATION	PARK AREAS	3.73
	4/08/11	WATLAND PLAYGROUND	RECREATION	PARK AREAS	0.49
	4/08/11	CENT CLATTER BRIDGE	RECREATION	PARK AREAS	35.69
	4/08/11	BAR & CHAIN OIL	RECREATION	TREE REMOVAL	42.71
	4/08/11	KEY	AIRPORT	O-GEN MISC	2.13
	4/08/11	AUDITORIUM ROOF	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	12.15
				TOTAL:	163.87
S & K TRUCK LINE INC	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	265.20
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	256.80
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	206.25
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	228.75
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	303.75
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	331.25
	4/08/11	FREIGHT	LIQUOR	O-SOURCE MISC	217.50
				TOTAL:	1,809.50
SCHAAP SANITATION INC	4/08/11	MONTHLY GARBAGE SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	91.72
	4/08/11	MONTHLY GARBAGE SERVICE	GENERAL FUND	PAVED STREETS	87.41
	4/08/11	MONTHLY GARBAGE SERVICE	COMMUNITY CTR/GRAN	COMMUNITY CENTER	44.36
	4/08/11	MONTHLY GARBAGE SERVICE	RECREATION	PARK AREAS	155.43
	4/08/11	MONTHLY GARBAGE SERVICE	WATER	O-DISTR MISC	123.45
	4/08/11	MONTHLY GARBAGE SERVICE	ELECTRIC	O-DISTR MISC	136.51
	4/08/11	MONTHLY GARBAGE SERVICE	LIQUOR	O-GEN MISC	102.45
	4/08/11	MONTHLY GARBAGE SERVICE	AIRPORT	O-GEN MISC	69.11
	4/08/11	MONTHLY GARBAGE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	227.56
				TOTAL:	1,038.00
SCHWALBACH #4465	4/08/11	PLIERS, SCREWDRIVER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	42.00
	4/08/11	GROUNDING PLUG	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	7.03
	4/08/11	FASTENERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	4.54

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/08/11	BRACKETS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	30.71
	4/08/11	ICE MELT, DOOR HOLDERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	50.19
	4/08/11	RETURNED BRACKET	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	12.81-
	4/08/11	CABLE CUTTER, WIRE STRIPPE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.78
	4/08/11	SCREWDRIVER SET	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	7.36
	4/08/11	FASTENERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	5.39
	4/08/11	DOOR HOLDERS, GRINDER RENT	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	57.73
				TOTAL:	227.92
SCHWALBACH ACE HARDWARE-5930	4/08/11	30' TAPE	GENERAL FUND	ENGINEERING ADMIN	16.02
	4/08/11	FASTENERS	GENERAL FUND	ICE AND SNOW REMOVAL	1.49
	4/08/11	FLAP DISC-TRASH CANS	RECREATION	PARK AREAS	7.47
	4/08/11	STAR DECKS	RECREATION	PARK AREAS	51.28
	4/08/11	BALLFIELD TIME CLOCKS	RECREATION	PARK AREAS	3.52
	4/08/11	SNAP FASTENERS OLSON SIGN	RECREATION	OLSON PARK CAMPGROUND	23.99
	4/08/11	OLSON SIGNS	RECREATION	OLSON PARK CAMPGROUND	28.79
	4/08/11	SUPPLIES	LIQUOR	O-GEN MISC	73.32
	4/08/11	FASTENERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	4.68
				TOTAL:	210.56
SCHWALBACH ACE #6067	4/08/11	BRUSH KIT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	14.42
				TOTAL:	14.42
SEW UNIQUE INC	4/08/11	LOGO UNIFORMS	ELECTRIC	O-DISTR MISC	252.46
	4/08/11	LOGO UNIFORMS	ELECTRIC	O-DISTR MISC	99.93
				TOTAL:	352.39
ARTHUR SHERER	4/08/11	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	22.30
	4/08/11	SNOW REMOVAL-OLD YMCA	COMMUNITY CTR/GRAN	COMMUNITY CENTER	30.00
	4/08/11	SNOW REMOVAL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	97.70
				TOTAL:	150.00
SHINE BROS CORP OF MN	4/08/11	FLOATING PIER	GENERAL FUND	LAKE IMPROVEMENT	159.43
				TOTAL:	159.43
SHOPKO STORES INC	4/08/11	PORTABLE SCANNER	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	85.48
	4/08/11	USB CABLE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	16.61
				TOTAL:	102.09
SOUTHWEST REGIONAL DEVELOPMENT COMM	4/08/11	AIRPORT ZONING ORDINANCE	AIRPORT	O-GEN MISC	120.00
				TOTAL:	120.00
ST. CLOUD STATE UNIVERSITY	4/08/11	CLERK INSTITUTE	GENERAL FUND	CLERK'S OFFICE	410.00
				TOTAL:	410.00
STAGE TECHNOLOGY INC	4/08/11	LAMPS AND STAGE PINS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	529.12
				TOTAL:	529.12
STUART C IRBY CO	4/08/11	FR CLOTHING	ELECTRIC	O-DISTR MISC	933.90
	4/08/11	FR CLOTHING	ELECTRIC	O-DISTR MISC	612.04
	4/08/11	FR CLOTHING	ELECTRIC	O-DISTR MISC	1,069.59
	4/08/11	CORRECT S005769666.01	ELECTRIC	FA DISTR METERS	1,000.00-
				TOTAL:	1,615.53
TITLEIST	4/08/11	HIGH SCHOOL GOLF BALLS	RECREATION	GOLF COURSE-CLUBHOUSE	840.00
				TOTAL:	840.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VERIZON WIRELESS	4/08/11	WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	45.32
	4/08/11	WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	54.55
	4/08/11	WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	68.20
	4/08/11	WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	34.21
	4/08/11	WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	68.20
	4/08/11	BRDTF WIRELESS SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	426.59
	4/08/11	WIRELESS SERVICE	RECREATION	PARK AREAS	34.10
	4/08/11	WIRELESS SERVICE	RECREATION	OLSON PARK CAMPGROUND	34.10
	4/08/11	WIRELESS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.37
				TOTAL:	800.64
RONALD L VOGEL	4/08/11	MAINTENANCE, SOUND & LIGHT	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	144.00
				TOTAL:	144.00
WENDLAND SELLERS BROMELAND PA	4/08/11	LEGAL FEES	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	724.56
				TOTAL:	724.56
WESTMOR INDUSTRIES LLC	4/08/11	AIRPORT FUELING SYSTEM	AIRPORT	NON-DEPARTMENTAL	1,497.11-
	4/08/11	AIRPORT FUELING SYSTEM	AIRPORT	PROJECT #8	29,942.20
				TOTAL:	28,445.09
WIEME BOB	4/08/11	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY MISC	107.11
				TOTAL:	107.11
WINE MERCHANTS	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	856.00
				TOTAL:	856.00
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,404.34
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	144.00
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,497.69
	4/08/11	MIX	LIQUOR	NON-DEPARTMENTAL	39.95
	4/08/11	WINE	LIQUOR	NON-DEPARTMENTAL	935.20
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10,450.80
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	356.00
	4/08/11	LIQUOR	LIQUOR	NON-DEPARTMENTAL	718.91-
			TOTAL:	21,109.07	
WORTHINGTON EXCAVATING INC	4/08/11	SNOW REMOVAL	GENERAL FUND	FIRE ADMINISTRATION	148.75
	4/08/11	DEICER	GENERAL FUND	ICE AND SNOW REMOVAL	2,516.25
	4/08/11	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	882.50
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	NON-DEPARTMENTAL	15,141.64
	4/08/11	2003 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	NON-DEPARTMENTAL	4,373.68
	4/08/11	2005 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	NON-DEPARTMENTAL	200.00
	4/08/11	2004 SAP STREET & BIKE PAT	IMPROVEMENT CONST	NON-DEPARTMENTAL	1,325.91
	4/08/11	2004 SAP STREET & BIKE PAT	IMPROVEMENT CONST	CENTENNIAL PARK BIKEWA	9,485.38
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	OVERLAY PROGRAM	621.16
	4/08/11	2003 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	OVERLAY PROGRAM	9,418.32
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	MARINE AVE-CLARY TO OX	14,242.62
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	ROOS AVE-DIAGONAL TO W	1,500.00
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	BLOCK 30 ALLEY	345.00
	4/08/11	2003 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	HILLCREST AV STORM SEW	185.53
	4/08/11	2010 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	CASTLEWOOD DR-STREET	16,970.95
	4/08/11	2003 BITUMINOUS PAVEMENT I	IMPROVEMENT CONST	INVALID DEPARTMENT	838.25
	4/08/11	2005 BITUMINOUS PAVEMENT I	MUNICIPAL BUILDING	NON-DEPARTMENTAL	100.00
	4/08/11	2005 BITUMINOUS PAVEMENT I	STORM WATER MANAGE	NON-DEPARTMENTAL	874.14
	4/08/11	2005 BITUMINOUS PAVEMENT I	LIQUOR	NON-DEPARTMENTAL	100.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	79,270.08
WORTHINGTON FOOTWEAR	4/08/11	BOOTS	GENERAL FUND	PAVED STREETS	180.00
				TOTAL:	180.00
WORTHINGTON PLUMBING & HEATING	4/08/11	INSTALL WASH SINK	GENERAL FUND	PAVED STREETS	60.00
				TOTAL:	60.00
WORTHINGTON POSTMASTER	4/08/11	REFILL POSTAGE DUE ACCOUNT	GENERAL FUND	CLERK'S OFFICE	1.59
	4/08/11	REFILL POSTAGE DUE ACCOUNT	GENERAL FUND	ENGINEERING ADMIN	0.34
	4/08/11	REFILL POSTAGE DUE ACCOUNT	GENERAL FUND	POLICE ADMINISTRATION	0.17
	4/08/11	REFILL POSTAGE DUE ACCOUNT	ELECTRIC	ADMIN OFFICE SUPPLIES	41.28
				TOTAL:	43.38
ZIMCO SUPPLY CO	4/08/11	TRANSFILM	RECREATION	GOLF COURSE-GREEN	256.50
	4/08/11	FUNGICIDE	RECREATION	GOLF COURSE-GREEN	1,351.97
				TOTAL:	1,608.47
ZUERCHER TECHNOLOGIES LLC	4/08/11	BARCODE PRINTER	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	572.35
				TOTAL:	572.35

===== FUND TOTALS =====

101	GENERAL FUND	26,616.28
202	COMMUNITY CTR/GRANTS	204.36
207	PD TASK FORCE	1,803.82
229	RECREATION	11,717.86
231	ECONOMIC DEV AUTHORITY	246.57
401	IMPROVEMENT CONST	96,812.11
409	MUNICIPAL BUILDING	100.00
419	TI DIST #7, REDEV AMEND 5	183,249.00
601	WATER	1,682.60
602	MUNICIPAL WASTEWATER	9,314.30
604	ELECTRIC	5,303.85
605	INDUSTRIAL WASTEWATER	115,939.32
606	STORM WATER MANAGEMENT	3,196.06
609	LIQUOR	85,809.19
612	AIRPORT	32,157.48
614	MEMORIAL AUDITORIUM	1,414.80
702	DATA PROCESSING	847.36

 GRAND TOTAL: 576,414.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
C&S CHEMICALS INC	3/31/11	4,218 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,251.81
				TOTAL:	5,251.81
DEPUTY REGISTER #33	3/31/11	REGISTER UC VEHICLE	GENERAL FUND	POLICE ADMINISTRATION	11.25
				TOTAL:	11.25
FERGUSON WATERWORKS INC	3/31/11	WATER SERVICE LINE SUPPLIE	WATER	O-DIST UNDERGRND LINES	1,154.84
				TOTAL:	1,154.84
GCC CRMI	3/31/11	MAIN LEAK TEMPORARY CAPS	WATER	M-TRANS MAINS	188.90
				TOTAL:	188.90
GPS INTEL LLC	3/31/11	AIRTIME FEES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	600.00
				TOTAL:	600.00
JAYCOX IMPLEMENT INC	3/31/11	NITROGEN CHARGE ON HYDRAUL	WATER	O-DIST UNDERGRND LINES	47.43
				TOTAL:	47.43
BRUCE D AND TARA KRAFT	3/31/11	LAND ACQUISITION	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	62,400.00
				TOTAL:	62,400.00
LAW ENFORCEMENT LABOR SERVICES INC #27	3/31/11	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	168.00
				TOTAL:	168.00
MERITAIN HEALTH	3/31/11	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	1,710.30
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	425.20
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	642.55
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	746.97
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	26.58
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	15.86
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	852.50
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOV'T BUILDINGS	98.25
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	7,462.02
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	434.70
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	REGULATE LAWFUL GAMBLE	21.73
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,181.19
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,181.16
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	119.10
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	504.76
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	ICE AND SNOW REMOVAL	452.07
	3/31/11	HEALTH INS ADMIN	GENERAL FUND	LAKE IMPROVEMENT	377.42
	3/31/11	HEALTH INS ADMIN	RECREATION	GOLF COURSE-GREEN	217.35
	3/31/11	HEALTH INS ADMIN	RECREATION	PARK AREAS	585.77
	3/31/11	HEALTH INS ADMIN	RECREATION	PARK AREAS	19.19
	3/31/11	HEALTH INS ADMIN	RECREATION	PARK AREAS	55.00
	3/31/11	HEALTH INS ADMIN	RECREATION	OLSON PARK CAMPGROUND	82.59
	3/31/11	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	498.84
	3/31/11	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	44.15
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	CENTENNIAL PARK BIKEWA	11.55
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	27 ST-TH59-2600 FT W	5.32
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	W OXFORD-ELMWOOD TO PA	4.06
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	PEDESTRIAN RAMPS	9.24
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	PEDESTRIAN RAMPS	3.40
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	25.33
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BRISTOL-APEL TO END	5.32
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BRISTOL-APEL TO END	2.04

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	HAGGE-DIAGONAL TO TOWE	10.63
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	HAGGE-DIAGONAL TO TOWE	2.04
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	27 ST (ELIM GRAVEL)	36.98
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	CLARY ST-OSLO TO HUMIS	47.87
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	TREVOR ST	34.21
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	TREVOR ST	3.40
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	APEL AVE	10.63
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	APEL AVE	5.43
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	FRANKLIN ST	67.25
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	FRANKLIN ST	3.40
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLOCK 16	49.23
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLOCK 16	4.75
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLK 18	33.05
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLK 18	13.58
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLK 19-4TH TO 5T	79.27
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	ALLEY BLK 19-4TH TO 5T	4.75
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BLOCK 28 ALLEY	14.56
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BLOCK 28 ALLEY	3.40
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BLOCK 28 ALLEY	27.26
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	BLOCK 28 ALLEY	3.40
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	S SHORECAUSEWAY CULVER	10.63
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	RAY DR, RYAN'S RD, 59	10.87
	3/31/11	HEALTH INS ADMIN	IMPROVEMENT CONST	8TH AV-9TH TO DEAD END	5.32
	3/31/11	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	6.23
	3/31/11	HEALTH INS ADMIN	WATER	O-PUMPING	14.82
	3/31/11	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	21.74
	3/31/11	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	425.20
	3/31/11	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	279.65
	3/31/11	HEALTH INS ADMIN	WATER	O-DISTR MISC	261.17
	3/31/11	HEALTH INS ADMIN	WATER	M-TRANS MAINS	95.93
	3/31/11	HEALTH INS ADMIN	WATER	GENERAL ADMIN	60.04
	3/31/11	HEALTH INS ADMIN	WATER	ADMIN OFFICE SUPPLIES	1.56
	3/31/11	HEALTH INS ADMIN	WATER	ACCTS-METER READING	103.71
	3/31/11	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	122.96
	3/31/11	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	31.18
	3/31/11	HEALTH INS ADMIN	WATER	PROJECT #11	10.63
	3/31/11	HEALTH INS ADMIN	WATER	PROJECT #14	72.05
	3/31/11	HEALTH INS ADMIN	WATER	PROJECT #14	94.43
	3/31/11	HEALTH INS ADMIN	WATER	PROJECT #15	64.16
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	65.20
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	89.64
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	152.15
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	277.17
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	440.19
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	32.12
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	707.69
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	5.32
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MISC	32.60
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	369.49
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	48.03
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	1.56
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	103.68
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	24.94
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #8	125.08
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #11	79.89
	3/31/11	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #15	94.43

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/31/11	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	61.83
	3/31/11	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	268.25
	3/31/11	HEALTH INS ADMIN	ELECTRIC	M-SOURCE MISC	10.87
	3/31/11	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	21.26
	3/31/11	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	456.81
	3/31/11	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	71.99
	3/31/11	HEALTH INS ADMIN	ELECTRIC	M-DISTR PLANT MISC	427.16
	3/31/11	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	292.20
	3/31/11	HEALTH INS ADMIN	ELECTRIC	ADMIN OFFICE SUPPLIES	15.58
	3/31/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	253.37
	3/31/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	511.59
	3/31/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	151.73
	3/31/11	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	212.60
	3/31/11	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	21.26
	3/31/11	HEALTH INS ADMIN	ELECTRIC	FA DISTR METERS	88.20
	3/31/11	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	110.38
	3/31/11	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #3	104.91
	3/31/11	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #4	15.95
	3/31/11	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #12	5.32
	3/31/11	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	652.05
	3/31/11	HEALTH INS ADMIN	AIRPORT	O-GEN MISC	152.57
	3/31/11	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	226.81
	3/31/11	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	642.55
	3/31/11	D KLEVE MARCH DUE APRIL	HEALTH INS PLAN (T	NON-DEPARTMENTAL	217.35
	3/31/11	HIPAA CERTIFICATES MARCH D	HEALTH INS PLAN (T	EMPLOYEE PENS & BENEFIT	1.50
				TOTAL:	27,196.45
MN CHILD SUPPORT PAYMENT CTR	3/31/11	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	294.46
NIENKERK CONSTRUCTION INC	3/31/11	WATER MAIN BREAK EXCAVATIO	WATER	M-TRANS MAINS	625.00
				TOTAL:	625.00
PROBUILD NORTH LLC	3/31/11	SHELTER RESERVATION BOXES	RECREATION	PARK AREAS	3.85
				TOTAL:	3.85
RUNNINGS SUPPLY INC-ACCT#9502440	3/31/11	ICE MELT	WATER	O-PURIFY MISC	10.15
	3/31/11	SHOVEL	WATER	O-DIST UNDERGRND LINES	32.06
				TOTAL:	42.21
VANTAGEPOINT TRANSFER AGENTS-457	3/31/11	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	3/31/11	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
WAL MART BUSINESS	3/31/11	WALL MOUNT FOR MONITOR	GENERAL FUND	POLICE ADMINISTRATION	122.41
	3/31/11	CARTON SEALS & HUMIDIFIER	GENERAL FUND	SECURITY CENTER	13.92
	3/31/11	CARTON SEALS & HUMIDIFIER	GENERAL FUND	SECURITY CENTER	13.93
	3/31/11	JEWELRY CLASS SUPPLIES	COMMUNITY CTR/GRAN	COMMUNITY CENTER	66.57
	3/31/11	JEWELRY CLASS SUPPLIES	COMMUNITY CTR/GRAN	COMMUNITY CENTER	15.71
	3/31/11	JEWELRY CLASS SUPPLIES	COMMUNITY CTR/GRAN	COMMUNITY CENTER	4.30
	3/31/11	COFFEE, BATTERIES, FILTERS	COMMUNITY CTR/GRAN	COMMUNITY CENTER	49.00
				TOTAL:	285.84
WORTHINGTON AG PARTS	3/31/11	DOCK	GENERAL FUND	LAKE IMPROVEMENT	70.00
				TOTAL:	70.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WORTHINGTON AUTO SUPPLY	3/31/11	OIL FILTER UNIT 206	WATER	O-DIST UNDERGRND LINES	5.20
				TOTAL:	5.20

===== FUND TOTALS =====

101	GENERAL FUND	17,080.21
202	COMMUNITY CTR/GRANTS	135.58
207	PD TASK FORCE	600.00
229	RECREATION	1,462.59
321	PIR/TRUNKS	44.15
401	IMPROVEMENT CONST	62,948.17
601	WATER	3,961.14
602	MUNICIPAL WASTEWATER	7,851.11
604	ELECTRIC	2,561.24
606	STORM WATER MANAGEMENT	236.56
609	LIQUOR	652.05
612	AIRPORT	152.57
614	MEMORIAL AUDITORIUM	226.81
702	DATA PROCESSING	642.55
705	HEALTH INS PLAN (TPA)	218.85

 GRAND TOTAL: 98,773.58

TOTAL PAGES: 4