

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, May 29, 2012
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 May 14, 2012
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting May 21, 2012
 - b. "Lifetime Focus Group" Meeting Minutes of May 14, 2012
 - c. City of Worthington Local Board of Review/Equalization Minutes of Continued Meeting May 14, 2012
3. FINANCIAL STATEMENTS
 - a. Municipal Liquor Store Income Statement for the Period of January 1, 2012 through April 30, 2012
4. A. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)
Case Items
 1. Authorize Execution of Deeds to Convey Former TH 59 Right-of-Way to Abutting Owners
 2. Award Contract for Industrial Wastewater Treatment Facility Improvements

3. Award Contract for Collegeway Reconstruction
4. Terms and Conditions for Accepting Airport Improvements Program Grants
5. Professional Services Contract for Rebid of Apron A Reconstruction Project

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 - PUBLIC SAFETY (TAN)

Case Item

1. Consideration of Execution of a Contract for Range Lease Agreement between the City of Worthington and MN West Community and Technical College

F. CITY COUNCIL BUSINESS- ADMINISTRATION (WHITE)

Case Items

1. 2011 Comprehensive Annual Financial Report
2. Coalition of Greater Minnesota Cities Update and Session Wrap-up
3. City of Worthington Aquatic Center and Current Senior Center Update
4. Second Reading Proposed Ordinance to Amend Chapter 114: Cable TV Regulations
5. Second Reading Proposed Ordinance that Grants a Franchise Renewal to Mediacom Minnesota LLC within the City of Worthington
6. Second Reading Proposed Ordinance Amending Title XV of the City Code of Worthington to Rezone Property from "R-3" - (Low Density Preservation Residential) to "B-3" (General Business) - 1314 Burlington Avenue

G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item

1. Adopt Athletic Facilities Reservation Lease Agreement
2. Approve Athletic Facilities Use Agreement with WSA
3. Declare Building Surplus Property

H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

1. First Reading of an Ordinance to Vacate Part of Platted Public Utility Easements in Prairie Expo First Addition

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

Case Items

1. Appeal of Zoning Board of Appeals and Adjustments Denial of a Variance Application
2. Award Contract for Audio/Visual System in the Biotechnology Advancement Center
3. Award Contract for the Construction of the Senior Center (Former YMCA Redevelopment Project)
4. Code Enforcement - Trash Enclosures

J. COUNCIL COMMITTEE REPORTS

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

K. CITY ADMINISTRATOR REPORT

L. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, MAY 14, 2012**

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

Staff present: Craig Clark, City Administrator; Brian Kolander, Finance Director; Brad Chapulis, Director of Community/Economic Development; Jim Laffrenzen, Public Works Superintendent; Dwayne Haffield, Director of Engineering; Kelly Reeves, WGTN-TV3; Janice Oberloh, City Clerk.

Others present: Roland Sinn, MnDOT; Ana Anthony, Daily Globe; Cameron Johnson, Rich Pederson, Lori Klooster; Simon Koster.

PRESENTATION / ACCEPTANCE OF PRISONER OF WAR (POW) FLAG

Simon Koster, Chaplain with the South Dakota Rolling Thunder Chapter 1, a Vietnam Veterans group who's main concern are the POW's and MIA's was at the meeting to present the City with a POW flag, noting that there are still over 80,000 POW's and MIA's still listed. Mr. Koster said he would be happy to assist with the installation of the flag asking only that the City agree to continue to fly the POW flag after this one has been retired.

The motion was made by Alderman Kuhle, seconded by Alderman Nelson and unanimously carried to accept the POW flag with the stipulation to replace the flag as necessary.

AGENDA APPROVED WITH CHANGE

Staff requested that item H.9 *Award Contract for Audio Visual Equipment - Biotechnology Advancement Center* be removed from the agenda.

The motion was made by Alderman Ten Haken, seconded by Alderman Kuhle and unanimously carried to approve the agenda with the deletion of H.9.

CONSENT AGENDA APPROVED

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

- City Council Minutes of regular meeting April 23, 2012
- Minutes of Boards and Commissions - Water and Light Commission Minutes of Regular Meeting May 7, 2012; Planning Commission/Board of Appeals Minutes of May 1, 2012; Economic Development Revolving Loan Fund Committee Minutes of May 8, 2012; Airport Advisory Board Minutes of May 8, 2012; Park and Recreation Advisory Board Minutes of May 7, 2012; Memorial Auditorium Advisory Board of Directors Minutes of May 2, 2012; Board of Review/Equalization Minutes of April 30, 2012; Worthington Area Convention &

- Visitors Bureau Board of Directors Minutes of March 26, 2012
- Temporary On-Sale Beer license for the Worthington Okabena Windsurfers for the 2012 Regatta at Sailboard Beach from 3:00 p.m. to 11:59 p.m. on Friday, June 8, 2012 and from 12:00 Noon to 11:59 p.m. on Saturday, June 9, 2012
- Application to block the following streets from 8:00 a.m. on Thursday, June 7, 2012 to 12:00 Noon on Monday, June 11, 2012; Lake Avenue from 2nd to 7th Avenue; 3rd Avenue from 8th Street to Lake Avenue; 4th, 5th and 6th Avenues to the alleys
- Approved a lease agreement with Beach Nook Café at Centennial Park for the approximate period of May 23, 2012 through October 31, 2012
- Adopted Resolution No. 3496 - Relating to Financing of Certain Public Improvement by the City of Worthington; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code (Refer to Resolution File for complete copy of Resolution)
- Bills payable and totaling \$1,623,544.73 be ordered paid

ORDINANCE NO. 1051 ADOPTED AMENDING TITLE IX OF THE WORTHINGTON CITY CODE TO ESTABLISH A PUBLIC ARTS COMMISSION

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance amending Title IX of the Worthington City Code to establish a Public Arts Commission to provide a formalized structure to voluntarily review and gain public approval of art viewable from public spaces on both public and private property.

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

ORDINANCE NO. 1051

AN ORDINANCE TO AMEND TITLE IX OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA TO ESTABLISH THE PUBLIC ARTS COMMISSION

(Refer to Ordinance File for complete copy of Ordinance)

POLICIES AND PROCEDURES FOR PUBLIC ARTS COMMISSION ADOPTED

Following adoption of Ordinance No. 1051 establishing a Public Arts Commission for the City of Worthington, staff presented the proposed *City of Worthington Public Arts Commission Policies and Procedures* for Council consideration.

The motion was made by Alderman Kuhle, seconded by Alderman Woll and unanimously carried to adopt the *Public Arts Commission Policies and Procedures*.

FIRST READING PROPOSED ORDINANCE AMENDING TITLE XI, CHAPTER 114, SECTION 114.02 OF THE WORTHINGTON CITY CODE - CABLE TELEVISION REGULATIONS - DEFINITIONS

Council considered a proposed ordinance that would amend Chapter 114, Section 114.02 of the Worthington City Code- Cable TV Regulations - Definitions - that would update the terms for which gross revenues are calculated and what constitutes a subscriber as follows:

1. The definition of "Gross Revenues" in Chapter 114 of the City Code, Section 114.02 is hereby deleted in its entirety and replaced with the following definition:

GROSS REVENUES. Any and all revenue derived by the grantee from the or in connection with the operation of the Cable System to provide Cable Service in the City. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, all Cable Service fees, premium, pay-per-view, pay television, Franchise Fees, late fees, guides, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, converter rental fees and lockout device fees. Gross Revenue shall not include FCC fee, PEG fees, refundable deposits, bad debt, investment income, nor any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity. A Franchise Fee is not such a tax, fee or assessment. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with Generally Accepted Accounting Principles.

2. The definition of "Subscriber" in Chapter 114 of the City Code, Section 114.02 is hereby deleted in its entirety and replaced with the following definition:

SUBSCRIBER. Any Person who lawfully receives Cable Service via the Cable System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means each lessee, tenant or occupant not the building owner.

Craig Clark, City Administrator, noted the suggestion came from our legal council following review of our current ordinance regulating cable television in general, and with the upcoming franchise renewals.

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

FIRST READING PROPOSED ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC PURSUANT TO TITLE XI, CHAPTER 114 TO

CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WORTHINGTON; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE

As the current franchise agreement with Mediacom expires June 30, 2012, staff presented a proposed ordinance granting Mediacom a franchise renewal that included several modifications to the current agreement but for the same 15 year term from the date of acceptance by Grantee. The proposed changes were one of the results of the WGTN Channel 3 Joint Powers Board's Strategic Planning process and the development of a Needs Assessment, and have been agreed to by Mediacom. The modifications include provisions that:

- Clarify that the installation of cable within new subdivisions is at the sole discretion of the City and required for density of 7 homes per 1/4 cable mile and within a twelve month period;
- Add dedicated two-way lines for the Memorial Auditorium, Performing Center at Minnesota West, the City Band Shell and the forthcoming Events Center;
- Ensure local law enforcement can utilize an Emergency Alert System over all cable broadcast channels;
- Provide a PEG fee of \$1.50 per subscriber per month from the current \$.50 indexed for inflation;
- Change the payment of the franchise fee from annually to monthly and within 45 days;
- Increase the penalties for per day violations of provisions of the ordinance;
- Clarify language related to the relocation of the cable utility in the right-of-way;
- Outline procedures for the removal of cable in the right-of-way;
- Increase the system performance standards to deliver a higher quality product to the consumer;

Include strong customer services standards to regulate the speed with which Mediacom responds to telephone complaints and inquiries and related service issues;

- Give purview of cable service rates, late fees, and other policies consistent with other laws;
- Guaranteed access to three local access channels on the cable system should WGTN expand from its current two offerings; and
- Other technical and smaller provisions of the agreement.

Mayor Oberloh questioned if the City had any control over the rates charged by the provider for their services - Mr. Clark said there is some control stated in the agreement but he would check with the attorney for the specific parameters. Mr. Clark also reported that notice had been received that Knology is selling to Wide Open West, and that the attorney suggested their franchise agreement with the City, which is set to expire in 2013, be moved up to coincide with their sale. Mayor Oberloh suggested that if one of the providers is for sale we should look at whether the City/Public Utilities is interested in owning that service. Mr. Clark said he would request information on that possibility.

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

**SET DATE FOR PUBLIC HEARING REGARDING CHARTER COMMISSION
RECOMMENDATIONS FOR AMENDMENTS BY ORDINANCE TO THE CITY OF
WORTHINGTON'S CHARTER**

At their August 2, 2011 and May 8, 2012 meetings, the Charter Commission discussed and were recommending the following changes by ordinance to the City of Worthington's Charter, as allowed by Minnesota Statute 410.12, Subd. 7:

Amendment to Recognize Historical Partnerships

The Commission is requesting the addition of the following section to the City Charter:

Section 4.17 Cultural Exchanges

The City Council may authorize expenditures for one or more designated City officials to serve as official City of Worthington representatives to Crailsheim, Germany, Cuero, Texas, and such other destinations that have a historical partnership/significance to the City as the City Council may from time to time determine by resolution. The City Council may also authorize such minor expenses for the enhancement and support of the recognized historical partnerships.

Currently, the City does not have authorization to expend dollars on these relationships which now must be done through fund raising and financial support requests.

Amendment to Section 2.01, Entitled "Elective Officers"

The Commission is requesting the following language amendment to Section 2.01 of the City Charter "Elective Officers":

Section 1.

Upon recommendation of the Charter Commission for the City of Worthington dated _____, 2012, Chapter Two, Section 2.01, of the Worthington City Charter is hereby amended to read as follows:

The elective officers of the city shall consist of a Mayor, two members of the City Council from each ward, and one member of the City Council from the city at large, each of whom shall be known as Council Member.

Section 2.

Wherever throughout the Worthington City Charter the terms "Alderman" and "Aldermen" are used, those Chapters and Sections of the Charter are hereby amended so as to substitute and change the terms to "Council Member" and "Council Members".

This change will better accommodate the printing of election ballots for City Council position openings as the majority of the cities in the state refer to their elected officials as "Council Members", while only a very small number of cities still refer to their elected officials as "Aldermen".

Per Statute, following Council's receipt of a Charter Commission recommendation the City must publish a notice of a public hearing on the proposal to amend the Charter within one month. The hearing must be held at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, Council must vote on the proposed charter amendment ordinance. The ordinance is enacted if it receives an affirmative vote of all members of the City Council and is approved by the Mayor and published as in the case of other ordinances. The ordinance would not become effective for 90 days after passage and publication (or a later date if specified in the ordinance). Within 60 days after passage and publication a petition requesting a referendum on the ordinance may still be filed with the City Clerk. The petition must be signed by registered voters equal in number to at least five percent of the registered voters in the city, or 2000, whichever is less.

The motion was made by Alderman Woll, seconded by Alderman Ten Haken and unanimously carried to set the date for the public hearings for both of the above recommendations as June 11, 2012 at the regular scheduled City Council meeting.

REQUEST FOR PURCHASE OF REFURBISHED JET "A" FUEL TRUCK FOR WORTHINGTON AIRPORT

Council reviewed a suggestion from the promotional committee for the Worthington airport to purchase a refurbished jet "A" fuel truck to service the larger corporate/business aircraft. Currently, the larger aircraft are required to restart the aircraft after unloading passengers to move to the fuel pumps if they wish to purchase fuel. The restarts are considered a "cycle time" and contribute towards the hours that then require an engine to be overhauled. While most aircrafts could be towed, there is liability for damage that could occur. Jim Laffrenzen, Public Works Superintendent, noted that staff had contacted MnDOT, and following reversal of their original opinion, were told that such a purchase would be eligible for 50/50 matching grant for the purchase. Staff contacted two vendors and were provided with prices that ranged from \$21,500 to \$87,950. Following evaluation of the information, it was decided to pursue a unit available thru Epic Aviation for a negotiated price of \$23,000 plus tax and shipping. The units are delivered with "no express warranty", however, they are completely gone thru with all repairs completed for lease or sale. The Airport Advisory Board considered the purchase of the unit at their May 8, 2012 meeting and recommended that Council

approve the purchase upon receipt of the matching grant from MnDOT, with a not to exceed cost of \$30,000.

Financing for the unit would be as follows:

| | |
|--------------------------------------|--------------|
| Cost of Unit | \$23,000 |
| Estimated freight from Findlay, Ohio | 3,600 |
| Estimated tax, license, etc | <u>1,800</u> |
| Total Projected Cost | \$28,400 |

Financing

| | |
|---|--------------|
| MnDOT Grant | \$14,200 |
| *City of Worthington - initial use of Airport ERF funds | 7,100 |
| **Integrity Aviation Repayment Flowage fee* | <u>7,100</u> |
| Total Revenue | \$28,400 |

*The City would expend \$14,200 initially from the airport Equipment Reserve Fund.

**Integrity Aviation would pay an additional \$.05 flowage fee to the City on a monthly basis until \$7,100 has been generated (estimated to be within a two year period).

The motion was made by Alderman Kuhle, seconded by Alderman Wood and unanimously carried to approve the purchase of a Jet "A" refueling unit as presented.

RESOLUTION ADOPTED ENTERING INTO AGREEMENT NO. 00883 WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION AND AUTHORIZATION FOR EXECUTION OF AGREEMENT

Council considered a cooperative construction agreement between the City of Worthington and MnDOT pertaining to the TH 59/60 Phase III construction project. 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. Dwayne Haffield, Director of Engineering, noted the major capital cost items relate to relocation of sewer, water, and lighting, which is mainly to accommodate the round-a-bout. The agreement is similar to the agreement approved by Council last year, and has been reviewed by the City Attorney and received concurrence from the Water and Light Commission. Rolin Sinn from MnDOT was present at the meeting to discuss the agreement with Council.

The total estimated cost for the water main work is \$461,263, including all engineering, contingencies and water main materials to be furnished by the City. This estimate includes

engineering costs of the City and a contingency which are not included in the agreement. The cost for materials is also not included in the agreement. MnDOT's share of these costs is \$35,722, leaving a local cost of \$428,000, which is the amount budgeted in the Water Utility Fund for the work.

The total estimated costs for the sanitary sewer work is \$104,025, which includes engineering and contingencies. Certain engineering costs and contingency are not used in the agreement. MnDOT's share of these costs is \$22,179, leaving a local cost of \$81,845. The Wastewater Utility Fund includes a budgeted amount of \$82,500.

The agreement also addresses an estimated \$285,865 in street lighting costs, and establishes that the street lighting will be installed by the City. A total of \$106,182 of this estimated cost is to be paid by MnDOT as the lighting is required. The costs for the remaining lighting are eligible to be funded with an Aesthetic Credit. Costs for the signal at Armour Road and TH 60 are being distributed between MnDOT and Nobles County per an agreement between them.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to adopt the following resolution entering into the agreement and authorizing execution of the agreement:

RESOLUTION

IT IS RESOLVED that the City of Worthington enter into Mn/DOT Agreement No. 00883 with the State of Minnesota, Department of Transportation for the following purposes:

To provided for payment by the City to the State of the City's share of the costs of the water main and sanitary sewer construction and State cost for City lighting construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 60 from 2100' north of C.S.A.H. 35 to 2700' north of T.H. 90 within the corporate City limits under State Project No. 5305-59 (T.H. 60=085).

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

Mr. Sinn agreed to look at the signage abilities for the "old truckstop businesses".

RESOLUTIONS ADOPTED APPROVING COUNTY STATE AID HIGHWAY PLANS - COUNTY STATE-AID HIGHWAY NO. 10, COUNTY STATE-AID HIGHWAY NO. 35

Nobles County has prepared plans for certain improvements of C.S.A.H. 10 (Crailsheim Road) and C.S.A.H. 10 within the corporate limits of the city of Worthington. Minnesota Statute requires the

County obtain approval of any improvement of a County State Aid Highway within a city from the governing board of that City, and outlines a potential process for dispute resolution should a city not approve such plans. The Park Advisory Board approved the plans in regard to its impact on Olson Park at their May 7, 2012 meeting., and staff was recommending that Council pass the two required resolutions.

The motion was made by Alderman Kuhle, seconded by Alderman Woll and unanimously carried to adopt the following resolutions approving the County State Aid Highway plans:

RESOLUTION APPROVING COUNTY STATE AID HIGHWAY PLANS

WHEREAS, plans for Project No. SAP 53-610-09 showing proposed alignment, profiles grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. 10 within the limits of the City as a State Aid Project have been prepared and presented to the City;

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved.

RESOLUTION APPROVING COUNTY STATE AID HIGHWAY PLANS

WHEREAS, plans for Project No. SAP 53-635-25 showing proposed alignment, profiles grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. 35 within the limits of the City as a State Aid Project have been prepared and presented to the City;

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved.

RESOLUTION NO. 3497 ADOPTED APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

Staff was requesting Council approval of the plans and specifications for the 2012 Bituminous Pavement Improvements project and for authorization to advertise for bids to be received June 11, 2012 and considered for award at the Council meeting that evening. The project includes the following five schedules of work:

Schedule 1 - Bituminous Overlays - the following streets are proposed to be overlaid this year:

- Fox Farm Road - West Shore Drive to CSAH 10
- Milton Avenue - Clary Street to Dover Street
- Omaha Avenue - Clary Street to Dover Street
- Sherwood Street - 12th Street to 13th Street
- West side of Strait Avenue south of Miller Street

Schedules 2-5 - Reconstruction of Alleys and Streets - The alley and street reconstruction improvements proposed in the feasibility report submitted to Council for its April 9, 2012 meeting and approved at the April 23, 2012 improvement hear are:

- Sherwood Street - Nobles Street to Franklin Street
- Franklin Street - East Avenue to Sherwood Street
- Trevor Street - East Avenue to Murray Avenue
- Northeasterly Alley in Block 28, Plat of Worthington
- Southwesterly Alley in Block 28, Plat of Worthington

The motion was made by Alderman Kuhle, seconded by Alderman Ten Haken and unanimously carried to adopt the following resolution approving the Plans and Specifications for the 2012 Bituminous Pavement Improvements project:

RESOLUTION NO. 3497

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

(Refer to Resolution File for complete copy of Resolution)

AUTHORIZATION TO TAKE QUOTES FOR 2012 STREET SEAL COATING

Staff was requesting Council authorization to take quotes for the 2012 Street Seal Coating project. The following streets have been identified for the project:

- 13th Street - Clary Street to CD 12
- Buchanan Court - Sterling Drive to end
- Indian Hill Road - Pleasant Avenue to Linda Lane
- Pleasant Avenue - S. Shore Drive to 1st Avenue SW
- Spring Avenue - Frontage Road to Service Road
- Woodcrest Avenue - Nobles Street to end

Dwayne Haffield, Director of Engineering, noted that of the \$275,000 in the 2012 Construction Fund for contract maintenance, \$93,000 is designated for seal coating. Because the project is estimated at less than \$100,000, the work can be procured by quote rather than the formal bid process to reduce time and costs. Staff was also seeking authorization to award the quotes as they would not necessarily come back to Council as long the project remained under \$100,000.

The motion was made by Alderman Nelson, seconded by Alderman Kuhle and unanimously carried to authorize staff to take quotes for the 2012 Street Seal Coating project and to award the contract as long as the project remains under budget.

REVOLVING LOAN FUND APPLICATION FOR LIVING LIFE ADULT DAY CARE CENTER APPROVED

Living Life Adult Day Care Center, LLC submitted an application for a revolving loan in the amount of \$80,000 to assist in financing their start up business to be located at 500 Stower Drive. The applicant needs to finalize the acquisition of the property, renovate the building, purchase inventory and equipment and obtain working capital. Total cost of the project is \$632,000, with the proposed financial structure as follows:

Proposed Uses

| | |
|------------------------|------------------|
| Acquisition | \$325,000 |
| Renovation | \$200,000 |
| Machinery & Equipment | \$ 60,000 |
| Inventory | \$ 8,000 |
| <u>Working Capital</u> | <u>\$ 39,000</u> |
| Total | \$632,000 |

Proposed Sources

| | | | |
|-------------------------------|------------|---------|--------------------|
| Equity | \$ 26,000 | (4.1%) | |
| 1 st State Bank SW | \$ 222,500 | (35.2%) | 240 months @ 5% |
| SBA | \$ 155,750 | (24.6%) | 240 months @ 4.84% |
| SWIF | \$ 76,750 | (12.1%) | 120 months @ 6% |
| City RLF | \$ 80,000 | (12.6%) | 60 months @ 5% |
| Seller | \$ 71,000 | (11.2%) | 240 months @ 5% |

Proposed Collateral

| | |
|-------------------------------|--|
| 1 st State Bank SW | 1 st lien position on R.E. |
| SBA | 2 nd lien position on R.E. |
| SWIF | 3 rd lien position on R.E. and 1 st on M & E |
| City | 2 nd lien position on M & E |
| Seller | 4 th on R.E. |

The Revolving Loan Fund (RLF) Committee considered this application at their May, 2012 meeting, and on a 4-1 vote, recommended approval of the \$80,000 loan with the following conditions:

1. The City maintains the 2nd lien position on M & E and 4th position on real estate;
2. The business maintains a debt coverage ratio of no less than 1 to 1 in year 1 and 1.25 to 1 in years 2 and beyond;
3. Owner's salary increases be limited to 10% through the term of the loan;
4. The Seller agrees to subordinate to the City;
5. The applicant obtains life and disability insurance illustrating the City as lost payee;

6. The creation of 10 full-time equivalent jobs with a wage not to be less than \$10.00/hour as required in the RLF guidelines. The jobs must be created within 2 years from the date of completion of the agreement;
7. Approval and commitment of all participating lenders; and
8. The applicant pays for attorney's fees affiliated with the closing costs of the project, which include the drafting and filing of applicable documentation.

Brad Chapulis, Director of Community/Economic Development, clarified that the \$10/hour required wage rate does not include benefits.

Following discussion, the motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the RLF application from Living Life Adult Day Care Center in the amount of \$80,000.

CONDITIONAL USE PERMIT APPROVED - WORTHINGTON CHRISTIAN REFORMED CHURCH

Worthington Christian Reformed Church was seeking a conditional use permit for the construction/erection of an electric message sign on its property located at 1100 1st Avenue SW. Illuminated signs, including message boards, are only permissible through the issuance of a conditional use permit in residentially zoned areas. The subject property is zoned "R-1" - Single Family Detached Residential.

The Planning Commission considered the request at their May 1, 2012 meeting, and after holding a public hearing, voted unanimously to recommend Council approval of the Conditional Use Permit with the condition that the Church comply with the following eight restrictions as outlined in Title XV, Section 153.17 of the City Code:

1. Sign is for a public institutional land use as defined in Title XV, Section 155 of the City Code;
2. Electronic message board does not exceed 30 square feet;
3. Sign is not greater than 8.5 feet in height;
4. Electronic message board is erected on a monument sign;
5. Message display is limited to 7 a.m. to 8 p.m.;
6. Messages are limited to change once every 10 seconds;
7. Messages are prohibited to flash or flutter (scroll only);
8. Messages may only display public service announcements.

Alderman Ten Haken stated he would be abstaining on the vote for this item as this was for the church he attends and he is the one that brought the item forward.

The motion was made by Alderman Kuhle, seconded by Alderman Nelson, and with Alderman Ten Haken abstaining, was unanimously carried by the remaining members with the conditions stated.

SPECIAL USE PERMIT APPROVED - AMERICAN REFORMED CHURCH

The American Reformed Church, 1720 North Burlington Avenue was seeking the issuance of a special use permit for the construction of a storage building on their property. The property is zoned as "R-1" - Single Family Detached Residential. Religious institutions are permitted in the "R-1" district through issuance of a special use permit.

The Planning Commission considered the request at its May 1, 2012 meeting, and after holding a public hearing, voted unanimously to recommend Council approval of the Special Use Permit with the following conditions:

1. The applicant complies with the conditions of the 1997 SUP (Doc#267457);
2. The applicant properly screens the trash area;
3. All site improvements are completed as necessary.

Following discussion, the motion was made by Alderman Kuhle, seconded by Alderman Nelson and unanimously carried to approve the Special Use Permit with the conditions stated.

FIRST READING PROPOSED ORDINANCE AMENDING TITLE IX OF THE WORTHINGTON CITY CODE TO REZONE PROPERTY FROM "R-3" (LOW DENSITY PRESERVATION RESIDENTIAL) TO "B-3" (GENERAL BUSINESS)

Staff received an application from Arturo Lozano for rezoning of the property owned by Classic Convenience, Inc. and located at 1314 Burlington Avenue, from "R-3" - Low Density Preservation Residential to "B-3" - General Business. The applicant has a purchase agreement for the property with the condition that the property was properly zoned for his planned automotive sales business. The subject property is legally described as:

West ½ of Lot 16, Block 13, Moulton's Resurvey and Subdivision of Clary's Addition, City of Worthington, Minnesota.

Staff was requesting that Council give a first reading to a proposed ordinance that would rezone the property as follows:

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

Section I.

In order to better protect and enhance public health, safety and general welfare, the

Worthington City Council hereby finds that it is necessary to modify the zoning district designation of certain areas of the City of Worthington from "R-3" - Low Density Preservation Residential to "B-3" - General Business.

Section II.

The following legally described area, presently included in the "R-3" district, shall henceforth be included in the "B-3" district:

West ½ of Lots 15 & 16, Block 13, Moulton's Resurvey and Subdivision of Clary's Addition, City of Worthington, Nobles County, Minnesota.

The Planning Commission considered the change of zone application at its May 1, 2012 meeting, and believes that the proposed zoning classification complies with the goals and objectives of the Comprehensive Plan and fits within the parameters of the Planning Commission's redevelopment boundaries. The Commission voted unanimously to recommend Council approval of the proposed change of zone with the following conditions:

1. The parcels are to be combined with the County Assessor; and
2. The installation of a site obscuring fence or landscape along the south property line in accordance with the City Code.

Brad Chapulis, Director of Community/Economic Development, noted that staff had received one letter in opposition to the rezoning. However, the items referred to are for properties that are not within the vicinity of the proposed rezoning, and are primarily, if not all, considered civil matters - one is a property line dispute.

Mayor Oberloh expressed concern over the appearance of the front of the existing commercial building that may be used and the missing concrete when the fuel tanks were removed - could the City require him to improve the hard surface work. Mr. Chapulis said he believed our only requirement would be for number of parking stalls, but he would look into it and provide an answer prior to the second reading of the proposed ordinance.

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

APPROVAL OF SCHEMATIC DESIGN AND CONSTRUCTION BUDGET FOR EVENT CENTER AND AUTHORIZATION TO PROCEED WITH PREPARATION OF CONSTRUCTION DOCUMENTATION AND TO BID SITE WORK FOR THE HOTEL/EVENT CENTER, AND AUTHORIZATION TO EXECUTE AND SUBMIT APPLICATIONS FOR EASEMENT VACATION AND VARIANCE FOR THE PROJECT

Mayor Oberloh asked if there was any objection to combining the next four items on the agenda as they all pertained to the proposed Event Center project. There were none.

Schematic Design and Construction Budget-Event Center — Brad Chapulis, Director of Community/Economic Development, noted the new cost estimate for the project was slightly over \$3.75 million, which is an increase of \$162,000 and change over the previous estimate, and is directly related to the additional square footage that has been added to the facility.

The Design Committee, along with the Project Team, was formally requesting Council's approval on the schematic design and construction estimate. This will complete Phase I of the Project.

Proceed with Preparation of Construction Documentation for Event Center — Phase II is to commence with preparation of construction documentation for the Event Center. Staff was requesting Council authorization to prepare the construction documents for the facility, which would be brought back to Council in late June or early July to proceed with bidding for the Event Center. Estimated cost for the for the work is \$90,000 (\$55,000 Architect, \$30,000 design, and \$5,000 A/V design) and is included in the project budget.

Staff was requesting authorization to proceed with the documentation.

Authorization to Bid Site Work-Hotel/Event Center — The plans for the site work for the entire project have been completed and reviewed by City staff. The work will be broken into 3 separate lump sum contracts for each project: excavation, site utilities and paving. Bids would be due June 11, 2012 and submitted to Council that evening at their regular meeting.

Staff was seeking Council approval of the plans and authorization to advertise for bids.

Authorization to Execute and Submit Applications for Easement Vacation and Variance-Hotel/Event Center Project — The plans for the hotel/event center project include a link between the two facilities. In order to proceed with the link, the City must first vacate the utility easements that run along the east property line of Lot 1 (Hotel) and west property line of Lot 2 (Event Center). The applications for vacation will be reviewed by the Water and Light Commission, Planning Commission, and City Council. Also, the project must obtain a variance to allow the proposed link to encroach into the required side yard 10 foot setbacks on both lots. The variance application will be reviewed by the Board of Zoning Appeals (Planning Commission).

Staff was seeking Council authorization for the Mayor to execute the applications for the easement vacation and the variance.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the Council action requested in the Community/Economic Development Case Items 5,

6, 7, and 8 of the agenda.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - reported on an E.O. Olson Committee meeting - they decided to stay where they were and not move their investment at this time. There will be a request from them to either have the City buy them out of the former dredge site land or sell the land. Will also be entertaining a rebuilding of the area above the Corp of Engineer's dam on Diagonal Road and Oxford Street.

Alderman Ten Haken - SRDC meeting last week - last time they went to the Cities they invited 11 legislators to meet with them and only 3 showed up and 2 declined - looking at doing something differently and the suggestion was to meet with metro reps instead.

Alderman Kuhle - nothing to report.

Alderman Nelson - nothing to report.

Alderman Wood - nothing to report.

Alderman Woll - reignited the Senior Center Committee today and hope to have a report to Council sometime in the near future. The bid for the project is Wednesday. Thanked those involved for the extensive arts packet he received.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, reported that he had met with the County and School District on the "Zero Deaths" initiative that focuses on education, engineering and enforcement and emergency medical trauma services, and to look at our roadways for safety to move towards zero deaths. Reported also that Worthington was singled out on the House floor by Representative Runbeck, Chair of the Property Tax Committee, fortunately, Rod Hamilton contacted the Mayor and we were able to get things straightened out. Representative Kiffmeyer also ranted on the ineffectiveness of LGA. Mr. Clark wanted to publicly thank Representative Rod Hamilton and the Mayor for standing up for Worthington.

ADJOURNMENT

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to adjourn the meeting at 9:01 p.m.

Janice Oberloh, MCMC
City Clerk

UNAPPROVED

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING MAY 21, 2012

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

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held May 7, 2012.

FINANCIAL STATEMENTS AND STAFF REPORTS

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

APPROVE PLANS AND SPECIFICATIONS FOR 2012 WATER AND SEWER RECONSTRUCTION PROJECT

Scott Hain, General Manager, presented the plans and specifications for the proposed 2012 water and sewer reconstruction project.

Schedule 1 of the project provides for the replacement of water main on Elmwood Avenue from Oxford Street to West Clary Street. The current estimated project cost, including engineering and contingencies, is \$232,000 compared to a budgeted amount of \$220,000. The \$12,000 cost overrun is attributable to the use of concrete pavement for initial restoration rather than a temporary bituminous surface. This method of pavement restoration is projected to result in an overall cost savings of approximately \$35,000 from what is currently shown in the Five Year Capital Improvement Budget. The increase in cost over the amount included in the 2012 water budget is proposed to be funded from Water Department reserve funds.

Schedule 2 will provide for the replacement of the water main crossing of Oxford Street at Smith Avenue. The current estimated total project cost of \$140,000 as compared to a 2012 budgeted amount of \$114,530. The increase is due to the change in the project scope which should contribute to a reduction in costs associated with future planning replacement and upgrade of the water distribution system east of Smith Avenue. The increase in cost over the amount included in the 2012 water budget is proposed to be funded from Water Department reserve funds.

Schedule 3 involves four spot repairs on the sanitary sewer in Dover Street between Douglas Avenue and Clifton Avenue and two spot repairs on the main in the vacated Clifton Avenue north of Dover Street. The current estimated project cost, including engineering and contingencies, is \$30,000 compared to a budgeted amount of \$41,630.

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to approve the plans and specifications for the 2012 water and sewer reconstruction project and authorize an advertisement for bids to be received on June 27, 2012, and considered for award at the July 2, 2012, regular Commission meeting.

VACATE PART OF PLATTED PUBLIC UTILITY EASEMENTS IN PRAIRIE EXPO FIRST ADDITION

A motion was made by Commissioner Elsing, seconded by Commissioner Hoffmann and unanimously carried to concur with a staff recommendation that City Council adopt an ordinance to vacate part of platted public utility easements in Lots 1 and 2, Block 2 of Prairie Expo First Addition to accommodate the proposed event center and motel project.

2011 CONSUMER CONFIDENCE REPORT

Scott Hain, General Manager, presented the Commission with a draft of the 2011 Worthington Public Utilities' Consumer Confidence Report.

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to approve the 2011 Consumer Confidence report for distribution with the June 2011 utility bills.

MINNESOTA POLLUTION CONTROL AGENCY CERTIFICATE OF COMMENDATION

Scott Hain, General Manager, provided the Commission with a copy of a letter dated April 18, 2012, from the Minnesota Pollution Control Agency confirming that Worthington Public Utilities is the recipient of a Certificate of Commendation for outstanding operation, maintenance and compliance of our municipal wastewater treatment system for the period October 1, 2010, through September 30, 2011.

WORTHINGTON REGIONAL ECONOMIC DEVELOPMENT CORPORATION (WREDC) PLANNING MEETING

Scott Hain, General Manager, reported that approximately 27 people participated in a Worthington Regional Economic Development Corporation long term planning meeting held on April 17, 2012. Priority topics were identified at the meeting and participants were later asked to complete a survey to prioritize the ten most prevalent issues identified. The results of the survey were shared with Commission members.

WATER TREATMENT PLANT ISSUE

Scott Hain, General Manager, provided the Commission with an update on a structural issue that was recently discovered at the water treatment plant.

TENNIS COMPLEX LIGHTING PROJECT

Scott Hain, General Manager, provided the Commission with an update on the tennis complex lighting project.

MINNESOTA MUNICIPAL UTILITIES ASSOCIATION 80th ANNUAL SUMMER CONFERENCE

The Minnesota Municipal Utilities Association will hold their 80th Annual Summer Conference from August 20-22, 2012, at Cragun's Conference & Golf Resort in Brainerd. Commission members were asked to notify utility staff as soon as possible of their intentions to attend.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to approve the utility bills payable totaling \$201,293.94 for May 11 and May 18.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to adjourn the meeting at 8:01 A.M., DST. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

“Lifetime” Focus Group

Meeting- May 14 YMCA

Attendees- Julia Seykora(Center), Andy Johnson(YMCA), Mike Woll(City Council), Craig Clark(City Admin.), Bobbi Korthals, Jerry Perkins, Dale Carlson, Alice Hoffman, Chuck Moore.

- 1.) Introductions and revisit purpose of this meeting. Focus on programming and the potential new site.
- 2.) Update on current situation with the construction of the old YMCA building and site.
 - a. Bids to be accepted Wednesday May 16.
 - b. Council Meeting May 29
- 3.) Programming and Potential Programming
 - a. Julia Discussed current programming and collaborations with the YMCA and MN West (Newsletter handout) and introduced new ideas for programming such as Pickle Ball.
 - b. Bobbi and Alice mentioned ideas for library programs, book clubs, bus tours and speakers. Group members also mentioned working with Hy-Vee, Sanford, Prairie View golf course and the Auditorium.
 - c. Skype booths were addressed as potential for new site.
- 4.) Challenges were discussed.

- a. Staffing, need for volunteers for programs, facilitators for programs.

5.) Current utilization of the Grant.

- a. Julia discussed current and future programs. See above.

7.) Other business

- a. The name "lifetime" was mention by Bobbi as a potential new name for The Center, as there is confusion surrounding the name and status of The Center.
- b. Center membership has increased, and dues have been collected for 2012

Discussion: Many interesting and new ideas were discussed for future programming. The group was brought up to speed as to current programming at The Center as well as the College and the YMCA.

Date of Next Meeting: June 11 YMCA 9:00 a.m.

-I did follow-up with Rhonda Lorang (Sr. Dining) and she will be attending the next meeting.

Respectfully submitted,

Julia Seykora (Center Director)

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/12 Through 4/30/12
(Amounts in Dollars)

| | Total 2012 Budget | APRIL | | % YTD Actual to Budget | YTD | |
|--|----------------------|-----------------|------------------|------------------------------|-----------------|------------------|
| | | Actual | Previous Year | | Actual | Previous Year |
| Sales | | | | | | |
| Liquor | 1,200,000 | 88,474 | 91,056 | 28.6% | 343,598 | 317,984 |
| Wine | 375,000 | 29,694 | 31,356 | 29.0% | 108,685 | 104,014 |
| Beer | 1,375,000 | 102,447 | 100,328 | 27.4% | 376,663 | 336,998 |
| Mix/nonalcohol | 52,000 | 3,655 | 3,396 | 25.9% | 13,459 | 11,122 |
| NSF charges | - | 30 | - | 0.0% | 45 | 90 |
| Net Sales | 3,002,000 | 224,300 | 226,136 | 28.1% | 842,450 | 770,208 |
| Cost of Goods Sold | | | | | | |
| Liquor | 888,000 | 63,701 | 67,381 | 28.0% | 248,930 | 235,321 |
| Wine | 244,000 | 20,685 | 20,344 | 30.5% | 74,535 | 67,555 |
| Beer | 1,030,000 | 79,268 | 75,035 | 28.1% | 289,441 | 252,117 |
| Soft drinks/mix | 40,000 | 2,406 | 2,644 | 23.0% | 9,208 | 8,670 |
| Freight | 17,000 | 1,656 | 1,833 | 29.1% | 4,949 | 4,092 |
| Total Cost of Goods Sold | 2,219,000 | 167,716 | 167,237 | 28.3% | 627,063 | 567,755 |
| Gross Profit | 783,000 | 56,584 | 58,899 | 27.5% | 215,387 | 202,453 |
| Operating Expenses | | | | | | |
| Personnel services | 260,681 | 19,254 | 26,574 | 29.9% | 77,977 | 76,044 |
| Supplies | 12,400 | 2,422 | 394 | 43.9% | 5,445 | 3,492 |
| Other services & charges * | 114,258 | 6,496 | 6,108 | 25.5% | 29,174 | 27,329 |
| Depreciation (estimated) | 16,500 | 1,375 | 1,375 | 33.3% | 5,500 | 5,500 |
| Total Operating Expenses | 403,839 | 29,547 | 34,451 | 29.2% | 118,096 | 112,365 |
| Operating Income (Loss) | 379,161 | 27,037 | 24,448 | 25.7% | 97,291 | 90,088 |
| Non-Operating Revenues (Expenses) | | | | | | |
| Interest earnings ** | 3,500 | 292 | 250 | 33.4% | 1,168 | 1,000 |
| Other non-operating | - | - | - | - | - | - |
| Total Non-Operating Revenue (Expense) | 3,500 | 292 | 250 | 33.4% | 1,168 | 1,000 |
| Net Income (Loss) b/Operating Transfers | 382,661 | 27,329 | 24,698 | 25.7% | 98,459 | 91,088 |
| Operating Transfers-Out | (200,000) | (16,667) | (16,667) | 33.3% | (66,668) | (66,668) |
| Net Income (Loss) | 182,661 | 10,662 | 8,031 | N/A | 31,791 | 24,420 |

*Includes an adjustment for software purchased in October moved to capital outlay in November.

** Includes four months budget

PUBLIC SAFETY MEMO

DATE: MAY 25, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. **CONSIDERATION OF EXECUTION OF A CONTRACT FOR RANGE LEASE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND MN WEST COMMUNITY AND TECHNICAL COLLEGE.**

The Worthington Police Department and MN West Community and Technical College have worked in partnership with MN West's law enforcement program since its inception. Many of our personnel have been/are adjunct instructors for the skills portion of the program, which has been operated by Hibbing Community College. Hibbing has leased our range for \$1,800 per year every year law enforcement skills have been taught to MN West students.

This year MNSCU gave MN West approval to incorporate the skills program into their curriculum. MN West has approached us to lease the range for the firearms portion of their program. Mark Holden, MN West Law Enforcement Program Coordinator, and I have drafted a contract based on the former contract with Hibbing Community College (contract is seen as Exhibit 1). The contract is for leasing the range for \$1,800 per year.

The contract has been reviewed and approved by the MN Attorney General's Office and City Attorney Mark Shepherd.

Staff is requesting Council action authorizing the Public Safety Director to sign the contract, executing the agreement shown in Exhibit 1.

Proposed Motion: Authorize the execution of the proposed contract between the City and MN West Community and Technical College.

RANGE LEASE AGREEMENT

This agreement is made and entered into between the City of Worthington MN and Board of Trustees of the Minnesota State Colleges and Universities on behalf of MN West Community and Technical College (Lessee). The parties agree to the following:

1. **Area.** Worthington Police Firearms Range
2. **Dates and Hours of Use.** Lessee may use the range as follows:

Enter dates here:

Lessee will have exclusive use of the range during this period.

3. **Use.** Lessee may only use the range for the purpose of firearms training.
4. **Personnel.** Lessee will insure qualified personnel are both in attendance and supervising the event.
5. **Condition of Premises.** Lessee will accept the condition of the range as it exists on the dates of use. Lessee acknowledges the range is private property and subject to a conditional use permit governing range operations. Lessee agrees to abide by this conditional use permit and is solely responsible for any violations thereof.
6. **Indemnity and Hold Harmless.** Lessee agrees to be responsible for its own acts and behavior and the results thereof. Lessee's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.
7. **Insurance.** Lessee will provide proof of a public liability insurance policy with the City of Worthington as a named insured in order to protect the City of Worthington and Lessee. The policy must be issued by an insurance company authorized to do business in the State of Minnesota and properly licensed in same. Liability coverage must be at least \$1,000,000 per occurrence. Property damage coverage must be at least \$100,000 or the maximum amount required by Minnesota State law. Proof of insurance will be provided prior to the use of the leased area. The City of Worthington must be listed as an additional insured in the insurance policy.
8. **Nondiscrimination.** Lessee warrants that no person will be denied use of the range based on race, color, sex, national origin, or marital status.
9. **Integration.** This agreement is fully integrated, embodying the entire agreement between the parties.

10. **Debris.** Lessee shall remove any debris or litter from the range after its intended use is ended as well as any items placed in the range.

11. **Consideration.** Lessee shall pay the sum of \$1,800.00 for the use of the range under the guidelines set forth in this agreement. Payment and proof of insurance must be received prior to use of the range.

Dated this _____ day of _____, 20.

By: _____

City of Worthington

By: _____

MN West Community and Technical College

AG: #3011719-v1

ADMINISTRATIVE SERVICES MEMO

DATE: MAY 25, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. **2011 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Wayne Drealan, of Turbes, Drealan, Kvilhaug, Hoefker & Co., PA will be at the meeting to present the City's 2011 audit report. A copy of the report is included separately with your packet.

Council action is requested to accept the report.

2. **COALITION OF GREATER MINNESOTA CITIES UPDATE & SESSION WRAP-UP**

J.D. Burton requested time before the City Council to provide an update and session wrap-up of the Coalition of Greater Minnesota Cities efforts on behalf of the City of Worthington and other Greater Minnesota Cities. Additional materials will be handed out at the Council meeting from Mr. Burton.

3. **CITY OF WORTHINGTON AQUATIC CENTER AND CURRENT SENIOR UPDATE**

Andy Johnson, Executive Director of the YMCA, and Julia Seykora, Part-Time Coordinator for the Senior Center will give an update to the City Council on efforts at both facilities. You will recall the City has formed an agreement with the YMCA to manage the operations at the City Aquatic Center and the Senior Center.

4. **SECOND READING FOR AN AMENDMENT TO CHAPTER 114: CABLE TELEVISION REGULATIONS**

The time for franchise renewal has come and the current agreement with Mediacom will expire June 30, 2012 and Knology will be October 26, 2013. As a result of franchise renewal the City has evaluated our ordinance that regulates cable television in general and specifically with each provider in the City of Worthington.

For the general regulatory ordinance our legal counsel has suggested we modify Chapter 114, included in the previous Council packet, to update the terms for which gross revenues are calculated and what constitutes a subscriber. Modifying this language ensures the City has the benefit of the full franchise fee which is five percent of the charges imposed by the cable operators on the provision of cable services. The definition for subscriber is also clarified to include each lessee, tenant or occupant of the building and not just the building owner. These are the only two changes proposed to Chapter 114 and are consistent with other renewals in other Minnesota cities.

There were no changes from the first reading however a question was raised about the City's ability to purchase the current system as provided in Section 114.12. This question was raised to our legal Counsel and his response is included in *Exhibit 1*. He sites the likely cost of the system would be above our cost for independent instillation, no competitive advantage to consumers and no performance issues that need to be resolved.

Council action is requested to give second reading to the amendments to Chapter 114 included in the previous Council packet.

5. **SECOND READING FOR AN ORDINANCE THAT GRANTS A FRANCHISE RENEWAL TO MEDICAOM MINNESOTA LLC WITHIN THE CITY OF WORTHINGTON**

Included as *Exhibit 2* is an ordinance that grants a cable television to Mediacom Minnesota LLC. Small technical modifications were made to version from the first reading to Exhibit A to update it to the corresponding current facilities.

The franchise renewal provides several modifications to our current agreement but the term does mirror the same length as our current agreement that was for fifteen years. The bases for the changes were the result of a long process the WGTN Channel 3 Joint Powers Board made as part of a Strategic Planning process and the development of a Needs Assessment.

The modifications include provisions that:

- Clarify that the instillation of cable within in new subdivisions is at the sole discretion of the City and required for density of 7 homes per ¼ cable mile and within a twelve month period;
- Add dedicated two-way lines for the Memorial Auditorium, Performing Arts Center at Minnesota West, the City Band Shell and the forthcoming Events Center;
- Ensure local law enforcement can utilize an Emergency Alert System over all cable broadcast channels;

- Provide a PEG fee of \$1.50 per subscriber per month from the current \$.50 indexed for inflation;
- Change the payment of the franchise fee from annually to monthly and within 45 days;
- Increase the penalties for per day violations of provisions of the ordinance;
- Clarify language related to the relocation of the cable utility in the right-of-way;
- Outline procedures for the removal of cable in the right-of-way;
- Increase the system performance standards to deliver a higher quality product to the consumer;
- Include strong customer services standards to regulate the speed with which Mediacom responds to telephone complaints and inquires and related service issues;

Give purview of cable service rates, late fees, and other policies consistent with other laws;

- Guaranteed access to three local access channels on the cable system should WGTN expand from its current two offerings and
- Other technical and smaller provisions of the agreement.

Questions were raised about the City's ability to regulate rates to consumers and as demonstrated from the memo from our legal Counsel, (*Exhibit 1*), FCC rules stipulate that given a competitive service environment the City does not have this authority over rate regulation at this point but is required to include it in the agreement should one of the providers cease to exist or federal law would change.

Council action is requested to give second reading for an ordinance that grants a franchise renewal to Mediacom Minnesota LLC within the City of Worthington included as *Exhibit 2*.

6. SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON TO REZONE PROPERTY FROM "R-3" - (LOW DENSITY PRESERVATION RESIDENTIAL) TO "B-3" (GENERAL BUSINESS) - 1314 BURLINGTON AVENUE

Pursuant to published notice this is the time and date set for the second reading of a proposed ordinance amending Title XV of the City Code of Worthington to rezone the property located at 1314 Burlington Avenue as follows:

In order to better protect and enhance public health, safety and general welfare, the Worthington City Council hereby finds that it is necessary to modify the zoning district designation of certain areas of the City of Worthington from "R-3" - Low Density Preservation Residential to "B-3" - General Business.

Section II.

The following legally described area, presently included in the "R-3" district, shall henceforth be included in the "B-3" district:

West ½ of Lots 15 & 16, Block 13, Moulton's Resurvey and Subdivision of Clary's Addition, City of Worthington, Nobles County, Minnesota.

A complete copy of the proposed ordinance is included as *Exhibit 3*.

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

MEMORANDUM

To: Craig Clark

From: Brian Grogan Client: 30539.7

Date: May 23, 2012

Re: Council Meeting - City of Worthington, MN

Below I will address the concerns you outlined in your email message to me dated May 15, 2012.

1. **Question:** Exhibit A has some conflicts with Section 6 number 6. The drops are different than the cable outlet but Exhibit A does not seem to indicate that. The City no longer has the community hospital. Central Elementary and Prairie Lakes Vocational Center Lakeview School are no longer in existence. The Junior High school can be renamed the Middle School. West Elementary should be on its own line. Let me know your distinction of these two areas.

RESPONSE: Exhibit A is the list of public buildings receiving "free service" and Section 6.6 is the list of locations where Mediacom is required to maintain fiber return lines that will allow the City to transmit live PEG programming. These two lists are not intended to be the same. Per your notes above, we can modify Exhibit A to reflect the proper names and buildings for the free service list and I have attached a clean document with these changes to Exhibit A.

2. **Question:** Could you provide an explanation of the City's ability to regulate rates according to Section 5 number 1? How procedurally is this done and do a lot of communities take an aggressive role in this area?

RESPONSE: The language in the franchise reads as follows:

Regulation of Service Rates.

(a) *The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent not inconsistent with Applicable Law(s). In exercising its jurisdiction to regulate any such rates, City will adhere to regulations adopted by the FCC at 47 C.F.R., 76.900 et seq. as they may be amended from time to time.*

Since the City has a second wired cable operator, Knology, competing against Mediacom, the City no longer has any rate regulation authority under the FCC's rate regulation rules. The FCC's current rules consider Worthington subject to "effective competition" because two wired operators compete in the same City. Therefore our

language in Section 5 is intended solely as a reservation of rights for the City should the laws or regulations change to permit rate regulation by the City in the future – or assuming one of the franchised cable operators no longer provides services in the City.

3. **Question:** In relation to 114.12 of Chapter 114 could you explain the parameters the City might explore should we consider the exercise of this provision? Is this something a lot of communities involve themselves? Some further explanation of this provision would be helpful.

RESPONSE: Section 114.12 of Chapter 114 is known as the City's Right to Purchase the Cable System. This is a provision that is required to be in all cable franchises/ordinances pursuant to Minn. Stat. Chapter 238.084. Very few cities exercise their rights under this provision to purchase the cable system at the time of transfer because the purchase price paid by the proposed transferee is often far more than the City could spend to build a brand new cable system from scratch. Exercising this right of purchase would be even less likely in a city where two wired operators compete for subscribers and offer residents a choice for cable service. In cases where cities have purchased the cable system using this provision, it is typically motivated by the fact that the cable operator is not investing in its system, is performing poorly or the residents are insisting that the city address and correct poor communications offerings in the community. To the best of my knowledge those issues are not present in Worthington.

Because Worthington has two wired cable competitors offering voice, video and broadband service, it would be unlikely that the City would need to consider purchasing the system to bring better service to the community. Nevertheless, the provision found at Section 114.12 of Chapter 114 must remain because state law requires that the City include a right of purchase provision in the cable franchise/ordinance.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC PURSUANT TO TITLE XI, CHAPTER 114 TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WORTHINGTON; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE.

The City Council of the City of Worthington ordains.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1.) Short Title. This Franchise Agreement shall be known and cited as the Franchise Agreement.

2.) Definitions. For the purposes of this Franchise Agreement, capitalized terms shall be defined as set forth in the Ordinance and, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

(a) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

(b) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.

(c) “Expanded Cable Service” means most highly penetrated tier of Cable Service offered by Grantee other than Basic Cable Service.

(d) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(e) “Grantee” is Mediacom Minnesota LLC, its agents and employees, lawful successors, transferees or assignees.

(f) “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable Communication System.

(g) “Ordinance” means the City of Worthington, Minnesota Cable Television Regulatory Ordinance No. 836.

(h) “Pay Television” means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

(i) “PEG” means public, educational and governmental. Reference to “Access Channels” shall mean “PEG Access Channels.”

(j) “Standard Installation” or “Installation” means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1.) Grant of Franchise. This Franchise Agreement is granted pursuant to the terms and conditions of the Ordinance and the terms and conditions outlined below.

2.) Grant of Nonexclusive Authority.

(a) The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof; and additions thereto in City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in City of a Cable System as herein defined. The Cable System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is technically and economically feasible to do so.

(b) Grantee shall have the authority to use City Streets for the distribution of Grantee’s System. The City may, in City’s sole discretion, require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

3.) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided or extended pursuant to Section 9 herein.

4.) Previous Franchises. Upon acceptance by Grantee as required by Section 10 herein, this Franchise shall supersede and replace any Franchise or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within City.

5.) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise Agreement and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the Ordinance, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction thereof.

6.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any

new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of seven (7) homes per one-quarter (1/4) cable mile. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time, not to exceed twelve (12) months, to construct and activate cable plant to service annexed or newly developed areas.

7.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Worthington
P.O. Box 279
Worthington, MN 56187-0279
Attn: City Administrator

With copies to: Brian T. Grogan, Esq.
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

If to Company: Mr. William Jensen
Mediacom Minnesota LLC
1504 Second Street SE
Waseca MN 56093

With copies to: Bruce Gluckman, Esq.
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, NY 10941

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

8.) Drops to Public Buildings. Grantee shall provide Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Service and Expanded Cable Service without charge to the following institutions and such other public or educational institutions located within two hundred fifty (250) feet of the System which City has designated on the attached Exhibit A.

Redistribution of the free Basic Service and Expanded Cable Service provided pursuant to this section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such Installation meets

Grantee's technical standards. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by City except as provided above. Grantee shall have ninety (90) days, weather permitting, from the date of City Council designation of additional institution(s) to complete construction of the Drop and outlet.

9.) EAS/Emergency Use by City. At all times during the term of this Franchise, the Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulation including 47 C.F.R., Part 11 and any applicable State/County Emergency Alert System Plan. In the case of an emergency or disaster, Grantee shall, at the request of City, make its System available to the City for providing information to the public regarding the emergency or disaster. City shall have authority to test the system and if system fails to perform Grantee shall immediately make all repairs, at Grantee's sole cost, and shall retest the system to demonstrate compliance.

SECTION 3. MINNESOTA REQUIRED CONSTRUCTION STANDARDS

1.) Construction Standards. If the System, or subsequent rebuilds or extensions, proposed for the Franchise area consist of fewer than one hundred (100) plant miles of cable:

- (a) Within ninety (90) days of the granting of the Franchise, the Grantee shall apply for the necessary governmental permits, licenses, certificates, and authorizations;
- (b) The energized trunk cable must be extended substantially throughout the authorized area within one (1) year after receipt of the necessary governmental permits, licenses, certificates, and authorizations and the Persons along the route of the energized cable shall have individual Drops as desired during the same period of time; and
- (c) The above-stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Grantee or acts of God.

2.) Construction Codes and Permits.

- (a) Grantee shall obtain all necessary permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall strictly adhere to all Applicable laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.
- (b) The City shall have the right to inspect all construction or Installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, State and federal law.

3.) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right, at Grantee's sole cost, to put the Streets, public, or private property back into a condition as good as that prevailing prior to Grantee's work.

4.) Conditions on Street Use.

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys and other public ways and places, and not to interfere with existing public utility installations. The Grantee shall furnish to and file with City Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System.

5.) Relocation.

(a) City Property. If, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street, public way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed.

(b) Utilities and Other Entities. If, during the term of the Franchise, another entity which holds a Franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting

party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, provided that the City shall not be liable for such costs.

(c) Notice to Remove or Relocate. Any Person requesting Grantee to remove or relocate its facilities shall give Grantee no less than forty-five (45) days' advance written notice to Grantee advising Grantee of the date or dates removal or relocation is to be undertaken; provided, that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

(d) Failure by Grantee to Remove or Relocate. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another Franchisee or utility, that Franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

6.) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

7.) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, Franchise or other approval issued by the City, temporarily remove, raise or lower its wire to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) days' notice to the Grantee to arrange for such temporary wire changes.

8.) Undergrounding of Cable. Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

9.) Erection, Removal and Joint Use of Poles. No poles, conduits, or other wire-holding structures shall be erected or installed by the Grantee without prior approval of City with regard to location, height, type and other pertinent aspects.

SECTION 4. DESIGN PROVISIONS

1.) Minimum Channel Capacity.

(a) Grantee shall provide a System utilizing 750 MHz equipment which is capable of delivering at least eighty (80) Channels of programming. Maintenance of the System shall occur as described in Exhibit B attached hereto.

(b) The System will utilize a hybrid fiber-coaxial architecture. In conjunction with any upgrade/construction, Grantee shall replace any existing headend equipment with state-of-the-art standard frequency headend equipment which is technically necessary to meet FCC technical standards.

(c) Grantee shall operate and maintain a System capable of providing non-video services such as high-speed data transmission, internet access, and other programming services.

(d) All programming decisions remain the sole discretion of Grantee provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments. Grantee shall comply with federal law regarding notice to City and Subscribers prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations pursuant to 47 U.S.C. §§ 531-536, and subject to City's rights pursuant to 47 U.S.C. § 545. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

2.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 2.7 herein and shall occur during periods of minimum use of the System.

3.) Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4.) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The

City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's reasonable control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's reasonable control then the cost of said test shall be borne by City.

5.) FCC Reports. The results of tests required to be filed by Grantee with the FCC shall also be copied to City.

6.) Nonvoice Return Capability. Grantee is required to use cable having the technical capacity for nonvoice return communications.

7.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5. SERVICES PROVISIONS

1.) Regulation of Service Rates.

(a) The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent not inconsistent with Applicable Law(s). In exercising its jurisdiction to regulate any such rates, City will adhere to regulations adopted by the FCC at 47 C.F.R., 76.900 et seq. as they may be amended from time to time.

(b) A list of Grantee's current Subscriber rates and charges shall be maintained on file with City and shall be available for public inspection. Grantee shall give City and Subscribers written notice of any change in a rate or charge no less than thirty (30) days prior to the effective date of the change.

2.) Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Services within City. Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulation.

3.) Subscriber Contracts. Grantee shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection. Grantee's Subscriber contracts shall be uniform

in terms and conditions applicable to each class of Subscribers and Cable Services.

- 4.) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.
- 5.) Late Fees. Grantee shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.
- 6.) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the city administrator or the city administrator's designee, which may be a board or commission of the City.
- 7.) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

SECTION 6. PUBLIC ACCESS PROVISIONS

- 1.) Public, Educational and Government Access.
 - (a) City or its designee is hereby designated to operate, administer, promote, and manage access PEG Access" to the Cable System established pursuant to this Section 6. Grantee shall have only such responsibility for PEG Access as expressly stated in this Section 6 or by a written agreement between City and Grantee.
 - (b) Grantee shall dedicate three (3) Channels for PEG access use as follows: the PEG Access Channel shall be on Channel 3 and the education access Channel shall be on Channel 17. Two (2) Channels shall be activated immediately and the additional Channel shall be activated upon ninety (90) days prior written notice from City to Grantee. Grantee shall have the right to use the third Channel until such time as City provides ninety (90) days notice of its intent to program same. All residential Subscribers who receive all or any part of the total services offered on the System shall be eligible to receive all of said three (3) PEG Access Channels at no additional charge. Nothing herein shall be construed to diminish the City's rights pursuant to Minn. Stat. § 238.084, incorporated herein by reference. One (1) PEG Channel selected by the City shall be cablecast by Grantee over the Cable System in high-definition (HD) format upon ninety (90) days advance written notice by City. City may request HD format only at such time as the City transmits programming in an HD format from the City's PEG playback facilities.

(c) In the event the City and Grantee mutually agree to the relocation of the PEG Channels from their present Channel locations (Channels 3 and 17), the City and Grantee agree that the PEG Channels will be located reasonably close in proximity to other broadcast Channels and/or other commercial video Channels, excluding pay service programming offered by the Grantee in the City. The Grantee agrees that PEG Channels located immediately below Channel No. 1 are not considered in reasonably close proximity. The Grantee agrees not to encrypt the PEG Channels any differently than other commercial Channels available on the system. Grantee agrees not to encrypt the PEG Channels any differently than other commercial Channels available on the Cable System. In conjunction with any occurrence of PEG Channel(s) relocation, Grantee shall provide a minimum of \$9,000 of in-kind air time on advertiser supported Channels (e.g. USA, TNT, TBS, Discovery Channel, or other comparable Channels) for the purpose of airing City's (or City's designee's) pre-produced 30-second announcement explaining the change in location.

(d) In addition to the foregoing, PEG Channels may be used for transmission of non-video signals in compliance with federal law. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

(e) Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Channels shall be treated in a non-discriminatory fashion consistent with Applicable Law so that Subscribers will have ready access to PEG Channels. This shall not be construed to require Grantee to pay any third party fees that may result from this obligation.

2.) Noncommercial Use of PEG. Permitted noncommercial uses of the PEG Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may offer telecourses over a PEG Channel.

3.) PEG Channels on Basic Service. All PEG Access Channels shall be provided as part of Basic Service and all PEG Channels will have the same bandwidth as Basic Service Channels. All PEG Channels may be delivered by City to Grantee in either analog, standard digital format or HD format. Any and all costs associated with any modification of the PEG Channels or signals after the PEG Channels/signals leave the City's playback facility, or any designated playback center authorized by the City, shall be provided free of charge to the City and its designees and shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any PEG Channel, except by oral or written permission from the City, with the exception of emergency alert system signals.

4.) Charges for Use. Channel time and playback of prerecorded programming on the specially designated access Channel must be provided without charge to the general public,

except that personnel, equipment and production costs may be assessed for live studio presentations exceeding five (5) minutes in length. Charges for production costs must be consistent with the goal of affording the public a low-cost means of television access.

5.) Access Rules.

(a) City shall implement rules for use of any specially designated access Channels. The initial access rules and any amendments thereto shall be maintained on file with City and available for public inspection during City hours of operation.

(b) Prior to the cablecast of any program on any PEG Access Channel established herein, City shall require any Person who requests PEG Access to the System to provide written certification in a form and substance acceptable to Grantee. and City which releases, indemnifies, and holds harmless City, Grantee and their respective employees, offices, agents, and assigns from any liability, cost, damages and expenses, including reasonable expenses for legal fees, arising or connected in any way with said program.

6.) Dedicated Fiber Return Lines for PEG. Grantee shall provide and maintain, free of charge, throughout the life of this Franchise all existing fiber return lines and other return lines and associated equipment that are in place as of the effective date of this Franchise and any additional return lines listed below in order to enable the distribution of PEG Access programming to Grantee's Subscribers. The City shall ensure PEG Channels and signals leaving the playback facilities are in compliance with applicable FCC technical standards. Grantee shall construct, repair and maintain over the term of the Franchise all necessary technical equipment, fiber and related infrastructure to provide high quality twenty-four (24) hours per day fiber return feeds for each PEG Channel from the following designated access sites to Grantee's Cable System headend:

- (a) Memorial Auditorium
- (b) Performing Arts Center at MN Community and Technical College
- (c) City Band Shell
- (d) City Event Center

At such time that the City determines that it desires the capacity to allow Subscribers in the City to receive PEG programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those indicated above); or at such time that the City determines that it wants to establish or change a location from which PEG programming is originated; or in the event the City wants to upgrade the connection to Grantee from an existing signal point of origination, the City will give Grantee written notice detailing the point of origination and the capability sought by the City. Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. The cost estimate will be on a time and materials basis with no additional markup. After an agreement to reimburse Grantee for its out of pocket time and material costs, Grantee will implement any necessary Cable System changes within a reasonable period of time.

7.) Grantee as Purchasing Agent. Upon request by City, Grantee shall act as purchasing

agent for City in the acquisition of said equipment to allow City to take advantage of Grantee's bulk purchasing power. Grantee shall have no obligation to purchase or provide access equipment beyond that stated herein, or to maintain, repair or replace any access equipment.

8.) Access Operating Support.

(a) Grantee shall collect on behalf of City a per Subscriber fee initially set at One and 50/100 Dollars (\$1.50) per month, solely to fund PEG Access related capital expenditures (hereinafter "PEG Fee"). The PEG Fee shall be paid on the same schedule as the Franchise Fee set forth in Section 7(1)(b) of this Franchise. The PEG Fee shall be automatically increased every two years on or about the effective date of this Franchise based on the increase in the Minneapolis/St. Paul Consumer Price Index for all consumers compounded annually or three percent (3%) each year, whichever is higher. Grantee shall not be required to remit the PEG Fee until such time as the City requires the same PEG Fee to be paid by the competitive cable operator serving Subscribers in the City. In no event shall Grantee be required to remit a PEG Fee at a higher per Subscriber level than the competitive cable operator.

(b) The PEG Fee is not part of the Franchise Fee, and falls within one or more of the exceptions in 47 U.S.C. § 542. Such costs may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Law. Grantee shall pay the PEG Fee to the City monthly at the same time as the payment of Franchise Fees under Section 7 of this Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise fees required as a result of its obligation to remit the PEG Fee.

(c) Should Grantee continue to provide Cable Service after the scheduled expiration of this Franchise, until and unless this Franchise is superseded by a renewed Franchise in accordance with Applicable Law, Grantee shall continue to make monthly PEG Fee payments for, and in support of PEG Channels as specified hereinabove.

(d) Any PEG Access capital support amounts owing pursuant to this Franchise which remain unpaid more than twenty-five (25) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due, whichever is greater.

9.) Technical Quality.

(a) Grantee shall maintain its Cable System in accordance with FCC Technical Standards so that PEG Channels and return lines are at the same level of technical quality and reliability as other commercial signals carried by Grantee, so long as the signal comes to Grantee at that level of quality. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Grantee for processing PEG signals will be of similar quality to the processing equipment used for other commercial

Channels.

(b) Within twenty-four (24) hours of a written request from City to the Grantee identifying a technical problem and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

10.) Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change, Grantee shall, at its own expense, purchase such equipment as may be necessary.

11.) Relocation of Grantee's Headend. In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated connection at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards without additional costs to the City.

12.) Periodic Evaluation. Upon written request from City to Grantee, Grantee and City shall meet to evaluate the effect of Section 6.6, above. Both parties agree to discuss any proposal for modification presented by the other party. Nothing herein shall presume or require consent to any such proposed modification. Modifications may only occur by mutual written consent of both parties. The notice and meeting contemplated herein shall be required to occur no more than every three (3) years after adoption of this Franchise, however, nothing shall prevent mutually agreed upon negotiations between both parties at any time.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1.) Franchise Fee.

(a) Grantee shall pay to City a Franchise Fee in an annual amount equal to five percent (5%) of its annual Gross Revenues.

(b) The payment of Franchise Fees shall be made on a monthly basis and shall be due forty-five (45) days following the end of a given month. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit C attached hereto.

(c) All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

(d) Not Franchise Fees. Taxes.

Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to City pursuant to this section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by Grantee to City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

- 2.) Reports to be Filed with City. In addition to all reports required pursuant to this Franchise, Grantee shall prepare and furnish to City, at the times and in the form prescribed, such reports with respect to the operations, affairs, transactions or property, as they relate to the System, which Grantee and City may agree upon.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1.) Security Fund.

(a) At the time of acceptance of this Franchise, Grantee shall deposit into a bank account in the name of City the sum of Ten Thousand and No/100 Dollars (\$10,000.00). Grantee shall maintain said security fund throughout the term of this Franchise and until such time as Grantee has liquidated all of its obligations with City. Interest accrued on this deposit shall remain with the deposit as additional security.

(b) The security fund shall provide that funds will be paid to City, upon written demand of City, and after the procedures of this section have been complied with in payment for penalties charged pursuant to this section, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.

(c) In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the security fund the following penalties:

(1) For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be One Hundred Fifty and No/100

Dollars (\$150) per day for each day, or part thereof, such failure occurs or continues.

(2) For failure to comply with construction, operation or maintenance standards, the penalty shall be Two Hundred Fifty and No/100 Dollars (\$250) per day for each day, or part thereof, such failure occurs or continues.

(3) For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be One Hundred and No/100 Dollars (\$100) per day for each day, or part thereof, such failure occurs or continues.

(4) For Grantee's breach of any written contract or agreement with or to the City or its designee, the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) per day for each day, or part thereof; such breach occurs or continues.

(5) For failure to comply with any of the provisions of this Franchise, or other City ordinance related to Franchise operations for which a penalty is not otherwise specifically provided pursuant to this subparagraph (c), the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) per day for each day, or part thereof, such failure occurs or continues.

(d) Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

(e) Whenever City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more material terms, conditions or provisions of this Franchise, City may draw from the security fund all penalties and other monies due City from the date of the local receipt of notice.

(f) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled Council meeting or as soon thereafter as possible pursuant to this Section 8.1. In no event shall City delay hearing Grantee's dispute for more than ninety (90) days from receipt of Grantee's notice. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the factual and legal basis for its decision.

(g) Upon determination by City that no violation has taken place, City shall withdraw the notice alleging a violation.

(h) Grantee shall have the right to challenge in a court of competent jurisdiction the City's findings that Grantee has violated one (1) or more material terms, conditions or provisions of this Franchise or has failed to substantially cure such violation.

(i) If said security fund or any subsequent security fund delivered pursuant thereto expires prior to the expiration of the Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than the expiration of this Franchise. The renewed or replaced security fund shall be on the same form and with a bank authorized herein and for the full amount stated in paragraph (a) of this section.

(j) If City draws upon the security fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Grantee shall replace the same within fifteen (15) days and shall deliver to City a like replacement security fund for the full amount stated in paragraph (a) of this section as a substitution of the previous security fund.

(k) If any security fund is not so replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys' fees incurred by the City in so performing and paying.

(l) The collection by City of any damages, monies or penalties from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

(m) In the event Grantee sells, assigns or transfers the Franchise or the System in accordance with the Ordinance, City may require that the security fund be increased to a maximum of Fifty Thousand and No/100 Dollars (\$50,000) as a condition of its consent to the sale, assignment or transfer. City may at any time reduce the amount of the security fund.

SECTION 9. MISCELLANEOUS PROVISIONS

1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with Applicable Laws and regulations.

2.) Work Performed by Others. All provisions of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to City of the name(s) and address(es) of any entity,

other than Grantee, which performs substantial services pursuant to this Franchise.

3.) Amendment of Franchise Agreement. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 9.5 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, State or local laws. City shall act pursuant to local law pertaining to the Ordinance amendment process. In the event of any direct conflict between the terms and conditions of this Franchise Agreement and the provisions of the Ordinance, the provisions of this Franchise Agreement shall control. Grantee expressly acknowledges and agrees that the City hereby retains all of its police powers and the City may unilaterally amend the Ordinance in the exercise of its police powers and Grantee shall comply with said Ordinance as may be amended; provided, however, that City hereby agrees to use reasonable efforts to address public health, welfare and safety needs without resorting to amending the Ordinance and in all cases shall not act in any manner which materially impairs the rights and/or privileges granted to Grantee pursuant to the Ordinance or the Franchise Agreement.

4.) Compliance with Applicable Laws. If any Applicable Law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to State laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

5.) Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:

(a) The City may require evaluation sessions at any time during the term of this Franchise, upon thirty(30) days written notice to Grantee, provided, however, there shall not be more than one (1) review session during each four (4) year period commencing on the effective date of this Franchise.

(b) All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) Basic Service Channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

(c) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access Channels, facilities and support, municipal uses of cable, customer

complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City and Grantee deem relevant.

(d) As a result of a periodic review or evaluation session, City and Grantee shall develop such changes and modifications to the terms and conditions of the Franchise, as are mutually agreed upon and which are both economically and technically feasible.

6.) Citizens Advisory Board. The City may appoint a citizen advisory body to monitor the performance of the Grantee pursuant to the Franchise and advise City of same. As a result of any periodic evaluation session as promulgated in Section 9.5, the advisory body may submit a report to City and Grantee assessing the Grantee's performance according to the terms of the Franchise and make recommendations to City regarding the System's operations.

7.) Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

SECTION 10. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1.) Publication: Effective Date. This Franchise shall be published in accordance with applicable Minnesota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 10.2.

2.) Acceptance.

(a) Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

(c) Grantee shall accept this Franchise in the following manner:

(1) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

(2) With its acceptance, Grantee shall also deliver any security fund and insurance certificates required herein that have not previously been delivered.

Passed and adopted this ____ day of _____, 2012.

ATTEST:

CITY OF WORTHINGTON

By: _____

By: _____

Its: _____

Its: _____

ACCEPTED: This Franchise Agreement and the Ordinance are accepted and we agree to be bound by their terms and conditions. Further, MEDIACOM MINNESOTA LLC is not aware of any conflicts between the Franchise Agreement and the Ordinance.

MEDIACOM MINNESOTA LLC

By: _____

Its: _____

Dated: _____, 2012

Exhibit A
Cable Drops To Public Buildings

| | | | |
|-------|---------------------|--------------|---|
| City: | City Hall | City/County: | Law Enforcement Center |
| | Fire Hall | | Any Future Law Enforcement |
| | Municipal Utilities | | Facilities Constructed During Franchise |
| | | | Period |

County: Public Library

School: Worthington Senior High School
 Worthington Middle High School
 West Elementary School
 Any Future Schools Constructed During Franchise Period
 Minnesota West Community & Technical College -- Worthington Campus

Other: Worthington Community Center

Exhibit B

Description of System

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City's interpretation shall control over all other sources and interpretations.

2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.

3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 750 MHz of bandwidth capacity, capable of delivering approximately 80 analog channels of programming. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream in the 5-40 MHz spectrum. The design will provide the benefits of proven 80-channel electronics while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.

4. Design. The design of the System shall be based upon a "Fiber to the node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes a minimum of six (6) fibers to each node site having a neighborhood group average of approximately three hundred (300) homes. If Grantee splits nodes into smaller sizes, fewer fibers will extend to such smaller nodes. There shall be no more than seven (7) active amplifiers in a cascade from each node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of service interruptions.

5. Technical Standards. The System shall meet or exceed FCC requirements. In no event shall the System fall below the following standards:

- a. The System shall be capable of meeting the following distortion parameters:
 - 1. Carrier to RMS Noise 48 dB
 - 2. Carrier to Second Order 53 dB
 - 3. Carrier to Cross Modulation 51 dB
 - 4. Carrier to Composite Triple Beat 53 dB
- b. The frequency response of a single channel as measured across any 6 MHz analog channel shall not exceed +/- 2 dB.
- c. The frequency response of the entire passband shall not exceed $N/10 + 2$ dB for the entire System where N is the number of amplifiers in cascade.
- d. The System shall be designed such that at a minimum all technical specifications of this Franchise Agreement are met.
- e. The System shall be designed such that no noticeable degradation in signal quality will appear at the Subscriber terminal.

Exhibit C
Franchise Fee Payment Worksheet

| | Month/Year | Month/Year | Month/Year | Total |
|------------------------|------------|------------|------------|-------|
| Basic Cable Service | | | | |
| Installation Charge | | | | |
| Bulk Revenue | | | | |
| Expanded Basic Service | | | | |
| Pay Service | | | | |
| Pay-per-view | | | | |
| Guide Revenue | | | | |
| Franchise Fee Revenue | | | | |
| Advertising Revenue | | | | |
| Home Shopping Revenue | | | | |
| Digital Services | | | | |
| Inside Wiring | | | | |
| Other Revenue | | | | |
| Equipment Rental | | | | |
| Processing Fees | | | | |
| Bad Debt | | | | |
| TOTAL REVENUE | | | | |
| Fee Calculated | | | | |

ORDINANCE NO. ____

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-3" (LOW DENSITY PRESERVATION RESIDENTIAL) TO "B-3" (GENERAL BUSINESS)

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

Section I.

In order to better protect and enhance public health, safety and general welfare, the Worthington City Council hereby finds that it is necessary to modify the zoning district designation of certain areas of the City of Worthington from "R-3" - Low Density Preservation Residential to "B-3" - General Business.

Section II.

The following legally described area, presently included in the "R-3" district, shall henceforth be included in the "B-3" district:

West ½ of Lots 15 & 16, Block 13, Moulton's Resurvey and Subdivision of Clary's Addition, City of Worthington, Nobles County, Minnesota.

Section III.

The Official Zoning Map of the City of Worthington shall be amended to reflect the changes ordained in Section II of this Ordinance.

Section IV.

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 V.

Passed and adopted by the City Council of the City of Worthington, Minnesota, this ____ day of June, 2012.

(SEAL)

Alan Oberloh, Mayor

Attest: _____
Janice Oberloh, City Clerk

PUBLIC WORKS MEMO

DATE: May 29, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING ACTION OR REVIEW

CASE ITEMS REQUIRING COUNCIL ACTION

1. ADOPT ATHLETIC FACILITIES RESERVATION LEASE AGREEMENT

Staff receives inquiries to reserve the City's athletic facilities. For example, the Centennial softball diamonds for a softball or youth baseball or the two outdoor basketball courts for a tournament. Staff has received requests in the past, however, there was not a user lease user agreement in place as recommended by the League of Minnesota Cities Insurance Trust (LMCIT) loss representative. The Park Board discussed the usage of the facilities, established a user fee and a standard user agreement for such activities. The Board agreed to restrict the usage of each athletic facility to its designed usage. The decision was made based upon City Ordinance 93.15: subd. K., included as exhibit 1. The Board had permitted the YMCA to have an adult flag football league play on the south Centennial diamond, however, the activity caused damage to the outfield, therefore it was agreed to not request the ordinance be amended.

Exhibit 2 is the proposed lease agreement. The agreement would be written to reflect the facility which an organization would be requesting to use. It was agreed that the current user fee of \$ 50.00 per day per facility remain the same for 2012. The LMCIT and the City Attorney have reviewed the lease agreement.

Suggested motion: Move to adopt the lease agreement presented as exhibit 2.

2. APPROVE ATHLETIC FACILITIES USE AGREEMENT With WSA

Exhibit 3 is an agreement for the City to permit the Worthington Girls Softball Association (WSA) to use the Centennial softball fields for their softball games. The Park Board met with Mr. Joe Kinley, the Association's representative, to discuss the usage of the fields and to determine if a user fee should be put in place. Upon discussions, it was agreed the WSA would be required to pay a \$ 30.00 per day fee to offset the cost the City incurs for preparing the infields and to not impose an additional user fee for the usage of the fields. The Board felt since the WSA is a youth program, this was a way the City could promote the program.

Suggested motion: Move to approve the agreement presented as exhibit 3 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

3. DECLARE BUILDING SURPLUS PROPERTY

It has been determined the former Rickbeil storage building located on the fire hall site has no usage for city purposes, therefore, staff is requesting Council to declare the building as surplus property. Two options are available. One is to demolish the building along

with the foundation, or secondly to attempt to dispose of the building by offering it for salvage. Upon removal of the building, the foundation would be removed, to include the necessary site work to permit seeding the area to grass and the planting of sight obscuring trees at the end of Tenth Street. Staff is working with Peer Engineering to attempt to make a determination of possible soil contamination within the area prior to any site work.

A concern has been raised should the building be offered for salvage, could it be relocated within City limits. The building, in its current condition, exceeds 1,400 square feet, which means it cannot be relocated to a residential zoned property to be used as a garage or accessory structure within city limits, however, the possibility of someone downsizing the structure or using the material to build a structure within city limits still exists.

The possible value of the building, if offered for salvage, is difficult to determine, however, the City did sell a smaller metal hangar in 2007 for \$ 1,200.00. The estimated advertising cost is \$ 500.00.

Council direction is requested.

93.15

(J) *Parking of fishing houses, boats and trailers.* Park any ice fishing house or spear fishing house or any boat or boat trailer or hoist within any park or upon the ice of any park waters except upon the written authorization of the City Clerk.

(K) *Athletic fields and athletic courts.*

(1) No person shall play any sport or game except softball on the city softball fields.

(2) No person shall play any sport or game except baseball on the city baseball fields.

(3) In regard to softball and baseball fields, no bases shall be placed on the grass of the outfield or infield, and may be placed only on the basepaths as laid out by the Park Department, unless permission has been obtained from the city's authorized representative.

(4) No person shall play any sport or game except tennis on the city tennis courts.

(5) In regard to ball fields and tennis courts, no person shall drive or ride a motor vehicle or bicycle upon the playing surface of any ball field or tennis court.

(6) The usage of each tennis court shall be restricted to one hour per party.

(7) No person shall play any sport or game except soccer on the city soccer fields.

(8) No alcoholic beverages allowed in or on athletic fields and athletic courts.

('69 Code, § 6.34, Subd. 5) (Am. Ord. 938, passed 7-8-02) Penalty, see § 10.99

Exhibit 1

CENTENNIAL SOFTBALL DIAMOND RESERVATION LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF WORTHINGTON, a Municipal Corporation, with offices located at 303 Ninth Street, Worthington, Minnesota, hereinafter Lessor; and

hereinafter, Lessee.

WITNESSETH: That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby remise, lease and let unto the Lessee; and the Lessee does hereby hire and take from the Lessor, the following described premises, to wit:

The softball diamond(s) located west of Tower Street

to have and to hold said for _____ day(s) commencing on _____, 20____, for the following purposes and according to the following terms and conditions to wit:

1. Lessee shall pay the rent of Fifty and no/100 Dollars (\$ 50.00**) per day* per field for the term of this lease; and said rent shall be payable, in advance at City Hall, 303 Ninth Street, Worthington, Minnesota. (*per field)

2. Lessee shall have the right and privilege to use said premises as a softball field, for and be permitted to:

(Check if appropriate)

_____ Sell non-alcoholic beverages, refreshments, and concessions incident to and related to normal softball activities provided all such concessionaires have obtained the necessary licenses and permits, if any.

_____ Tournament event involving a team participation fee.

_____ Other:(Explain)_____

3. Lessee agrees that no admission may be charged for the softball event.

4. Lessee shall have the privilege to charge a tournament team admission fee.

5. It is understood that the area to be leased and described is the softball diamond(s) located on Tower Street within Centennial Park..The parking area is not a part of this lease.

6. Lessee shall be responsible for preparing the infields for play. Lessor shall be responsible to mow the outfields during normal working hours and days. The field(s) will be maintained at a recreational level of play.

7 . Lessee shall be responsible for maintaining and policing the leased premises during the term of the lease, which shall include the removal and disposal of litter,

Exhibit 2

trash and other garbage at lessee expense. Lessor retains the right to determine exceptions. An example of an exception would be a small family or church group event.

8. Lessee shall be liable for any damage, destruction or repairs to permanent equipment or fixtures located on the leased premises which are broken or damaged during the term of this lease. Lessee shall pay a security deposit in the amount of Fifty and no/100 Dollars (\$50.00) per field at the time of execution of the lease. In the event the responsibilities, obligations and duties of the Lessee under this paragraph are not performed, the Lessor shall have the right to perform the same and shall deduct the cost thereof from said deposit. Said deposit shall be fully refundable, less the deduction permitted by this paragraph, to Lessee within seven (7) days of the termination of the lease.

9. Lessee shall indemnify and hold harmless Lessor for any injuries, damages, claims or liability by virtue of the use of said premises by the Lessee and Lessee's agents, employees, assigns or guests.

10. There are no "rain or shine" tournaments or softball event to be played on the fields. If the ground becomes saturated with moisture to the point where the fields may become damaged or destroyed, then the tournament must be postponed or canceled. Lessor retains the right to require rescheduling or canceling of a tournament. If the tournament is canceled due to ground conditions, the reservation fee will be refunded within seven days after cancellation of tournament or softball event.

11. The lessee shall not be allowed to deposit any foreign material, such as sand or dirt, upon the infield that would harm the agri-lime. If any foreign material is deposited, the cost to restore the infield to its original condition shall be the Lessee's responsibility.

IN TESTIMONY WHEREOF, the parties have here unto set their hands and subscribed names at Worthington, Minnesota.

CITY OF WORTHINGTON

By: _____
Superintendent of Public Works

By: _____
Representative for

Exhibit 2a

**CITY OF WORTHINGTON - WORTHINGTON GIRLS SOFTBALL ASSOCIATION
USER AGREEMENT**

1. **PARTIES:** The parties to this agreement are the following:
 - a. City of Worthington, City Council, with offices in Worthington, Minnesota 56187, hereafter "City."
 - b. Worthington Girls Softball Association, hereafter "WGSA."
2. **PURPOSES:** The general purpose of this agreement is to outline the roles and responsibilities of the City of Worthington and the Worthington Girls Softball Association, hereinafter WGSA. It is the desire of the City and the WGSA for the WGSA to utilize the outdoor softball fields located at the Centennial Athletic Field for the purpose of playing organized softball games and team practice for the period beginning and ending on
3. **The City of Worthington agrees:**
 - a. To appoint the Superintendent of Public Works and the Park Supervisor as the City's representatives. These representatives will be the direct contact for any concerns and /or issues that may arise during the term of this agreement.
 - b. To be responsible for the maintenance of the softball fields, to include mowing of the outfield, and field lighting. The fields will be maintained at a recreational level of play.
 - c. To prepare the infield for regular scheduled games played Monday thru Friday. The City reserves the right to determine if the infield is saturated due to rainfall and to cancel usage. The exception would be if the WGSA agrees to pay all additional costs for preparing the fields. If the infield or outfield becomes saturated with moisture to the point where the fields may become damaged, then the game(s) must be postponed or canceled.
 - d. To be responsible for all utility costs associated for the softball diamond lights.
 - e. To be responsible for the disposal of all garbage generated during regular scheduled games.
 - f. To maintain an open line of communication with the WGSA through their designated representatives.
 - g. To issue a license for vendors to operate within the Centennial Softball Field facility only upon completion by the WGSA and any vendor(s) of all requirements, including the payment of the vendor's fee.
 - h. To permit the WGSA to establish league fees and employment of game officials.

- i. To permit the WGSA the exclusive use of the fields for all regular scheduled games, with the exception, the City's summer youth's recreation program will have priority for field usage. A schedule must be provided to the City and the Director of the "YMCA" prior to the beginning of the season.

4. The Worthington Girls Softball Association agrees:

- a. To designate a representative(s) of the League and to provide the name(s) to the City. The representative(s) will be the direct contact for any concerns and /or issues that may arise during the term of this agreement.
- b. To insure that the games and related activities associated with the game of softball are conducted in a safe manner.
- c. To furnish a seasonal game schedule to the Superintendent of Public Works and the Director of the "YMCA." Any deviation from the schedule will be reported to the Superintendent of Public Works and the Director of the "YMCA."
- d. To report any facility deficiencies to the Superintendent of Public Works or the Park Supervisor as soon as noticed, so proper action can be taken to remedy such problems.
- e. To provide for clean up of the playing fields and surrounding areas and the disposal of the garbage generated at the fields upon the completion of each regular schedule game and deposit in City provided trash containers.
- f. To be responsible for preparing the infields for regular scheduled weekend games.
- g. To insure there is no gambling or consumption of any alcoholic beverages as prohibited by Worthington City Code Chapter 93, subdivision 93.12 (K) and Subdivision 93.15 (K.8)
- h. To maintain an open line of communication with the City through their designated representative(s).
- i. To pay to the City a user fee, to be established by the City Council to offset costs associated with the preparing of the infield for regular scheduled games. The 2012 user fee will be \$ 30.00 per game.
- j. To require all players to sign a waiver, as shown as exhibit "A" entitled "City Parks and Recreation Department Voluntary Waiver of Liability Agreement- Youth Athletic Teams."
- i. A separate user agreement must be obtained from the City prior to any scheduled tournaments.

City Clerk

Worthington Girls Softball Association by
its _____

Mayor

DATED: _____

CITY OF WORTHINGTON PARKS AND RECREATION DEPARTMENT
VOLUNTARY WAIVER OF LIABILITY AGREEMENT-ADULT ATHLETIC TEAMS

(This Document Affects Your Legal Rights
Read Carefully Before Signing)

League Name _____ Team Name _____
Manger/Coach _____ Phone (H) _____ (W) _____
Address _____ City _____ State _____ Zip _____

Team Manager/Coach: Each player must sign their name below only after reading and understanding this waiver of liability agreement. When your roster is filled, you as a team manger/coach must read the statement below and sign this form before a witness.

STATEMENT OF MANGER/COACH

I verify that each player listed is eligible according to league rules to play in the City in the above named league and that each player individually has read and understands the waiver agreement.

Mangers/Coach's Signature Date Witness Date

I wish to participate in the Worthington Soccer League organized play. I state and affirm that:

1. My participation is voluntary. No one is forcing me to participate.
2. I acknowledge the Activity is NOT an ESSENTIAL service provided by the City
3. I understand and acknowledge the Activity I am about to voluntarily engage in as a participant has certain risks, including but not limited to sprains to ligaments sprains to ankle and wrists, fractured or broken bones and other such ailments associated with the play of the game of soccer. I understand these risks known and unknown, anticipated or unanticipated may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity and hereby agree to hold the City, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the city for any injuries or damages related to the alleged negligence of the City.
5. This waiver does not apply to any injuries or damages that are a result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.
6. I understand that entering into and signing this agreement affects my legal rights and result in my giving up or waiving certain legal rights and I accept this and sign this agreement of my own free will.
7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

Exhibit "A"

Exhibit 3c

8. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

++++++PLEASE SIGN LEGIBLY++++++

| NAME | SIGNATURE | DATE | ADDRESS | PHONE |
|------|-----------|------|---------|-------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
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Exhibit A-1

Exhibit 3d

ENGINEERING MEMO

DATE: MAY 25, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. AUTHORIZE EXECUTION OF DEEDS TO CONVEY FORMER TH 59 RIGHT-OF-WAY TO ABUTTING OWNERS

The compensation for acquisition of the necessary right-of-way for the Ray Drive and Ryan's Road improvements included the conveyance of a portion of the former frontage road right-of-way to the owners of the affected properties. The former right-of-way has now been conveyed to the City. In order to satisfy the terms of the settlements with the property owners, Council will need to authorize execution of deeds conveying the former right-of-way conveyed to the City as follows:

Bruce and Tara Kraft: That part of the former right-of-way within the north 125 feet of the SE 1/4 of the SE 1/4 of Section 14-T102N-R40W

P.H. Real Estate Company: That part of the former right-of-way within the south 125 feet of the north 250 feet of the SE 1/4 of the SE 1/4 of Section 14-T102N-R40W

RG & RJ Properties: That part of the former right-of-way within the south 150 feet of the north 400 feet of the SE 1/4 of the SE 1/4 of Section 14-T102N-R40W

McDonalds USA, LLC: That part of the former right-of-way within the SE 1/4 of the SE 1/4 of Section 14-T102N-R40W, except the north 400 feet thereof

Staff recommends that Council authorize the Mayor to execute deeds conveying the properties as defined above. The specific wording of the legal description to be used in the deeds will vary from that presented.

2. AWARD CONTRACT FOR INDUSTRIAL WASTEWATER TREATMENT FACILITY IMPROVEMENTS

A single bid was received on May 22, 2012 for the Industrial Wastewater Treatment Facility Improvements project. The bid, in the amount of \$152,000, was from KHC Construction of Marshall, Minnesota. KHC provided satisfactory work on the last major project at the industrial wastewater facility. Although the amount of the bid was \$12,000

over the engineer's estimate, the project budget provides for an amount equal to 30% of the bid for engineering and contingencies. No significant change in the bid would be expected if rebid.

Staff recommends that Council award the contract for the Industrial Wastewater Treatment Facility Improvements to KHC Construction.

3. AWARD CONTRACT FOR COLLEGEWAY RECONSTRUCTION

The City received two bids on May 22, 2012 for the Collegeway Reconstruction project. The abstract of bids is included as Exhibit 1. Both bids are below the engineer's estimate.

Staff recommends that Council award the contract to the low qualified bidder, Worthington Excavating, subject to certification of Disadvantaged Business Enterprise (DBE) participation proposed by company by the Mn/DOT Office of Equal Employment Opportunity(EEO).

4. TERMS AND CONDITIONS FOR ACCEPTING AIRPORT IMPROVEMENTS PROGRAM GRANTS

At its April 28, 2003 meeting, Council entered into continuing agency agreements with the Minnesota Department of Transportation (MnDOT). The agreements establish that the Minnesota Department of Transportation is to serve as an agent for the City in receiving and disbursing federal funds for highway and for airport projects. In regard to the Federal Aviation Administration (FAA) funding, Council also accepted the Terms and Conditions for accepting Airport Improvements Program (AIP) Grants effective at that time. At its November 13, 2005 and May 23, 2011 meetings, Council approved acceptance of revisions of those terms and conditions. The FAA has again revised the terms and conditions for accepting AIP grants, and is requesting that local entities accept the revised terms and conditions. A copy of the revised terms and conditions is included as a separate attachment to the agenda.

Staff completed a comparison of the existing and proposed terms and conditions. In addition to minor title/format changes and an updated list of Advisory Circulars that apply to projects and operations, changes in the terms and conditions include:

Language to incorporate the Single Audit Act Requirements. The City is, independent of these Terms and Conditions, subject to the audit requirements when more than \$500,000 of federal funds are utilized in a year.

Added language to incorporate Central Contractor Registration and Data

Universal Numbering System requirements. These system/procedures are currently in place and are requirement for other federal funding.

Updated language pertaining to Residential Through the Fence operations to address facilities with appropriate access plans.

Updated Veteran's Preference language.

Updated Airport Layout requirements.

Revised language pertaining to the use of revenue from disposal of airport property.

Added language for the use of airport revenues in cases of acquisition of private airports.

Staff recommends that Council authorize the Mayor to sign the current Terms and Conditions for accepting Airport Improvements Program Grants.

5. PROFESSIONAL SERVICES CONTRACT FOR REBID OF APRON A RECONSTRUCTION PROJECT

The 2012 Airport budget includes \$657,752 for reconstruction of the southerly portion of Apron A. The Apron A project was bid last year, however, the FAA was ultimately unable to fund the project. Funding of the project is identified to be from the City's federal entitlement balance and the state's apportionment of federal funds this year. While the availability of funding is stronger than last year, it is not certain until bids are received and an agreement is offered. Based on the funding status, it was determined that the project should be rebid this year.

The portion of Apron A being addressed in the project is the bituminous pavement beginning at near a projection of the south edge of the FBO hangar and continuing through the maintenance building. Reconstruction of this portion of the apron was last completed in 1979. Although the pavement has provided a fair service life, fundamental deficiencies in the existing deep strength pavement seriously limit the effectiveness and durability of maintenance efforts, and preclude rehabilitation. These deficiencies include the absence of subsurface drainage and use of low oil content bituminous mixtures in base courses. Current problems include aircraft pickup of crumbling pavement which is in addition to those issues associated with the use of deteriorating pavement at any location.

In order to prepare the Apron A project for rebidding, Staff solicited the Task Order No.

11 from Mead and Hunt included as Exhibit 2. This task order supplements the Personal Services contract with the firm approved by Council on April 14, 2008. The task order in Exhibit 2 reflects a negotiated overhead and profit multiplier from that originally proposed. Staff finds the hours appropriate for the project. Although the work primarily consists of repackaging the bidding documents as previously prepared, certain elements do need to be updated to reflect current requirements. The task order does not include construction and closeout phases of work which will be established following design. Due to the defined nature of the work required, the proposed fees of \$17,341.50 are fixed fees. The fees will be temporarily funded in full from the airport improvement reserves and ultimately included as part of the total project funding. The project budget includes engineering fees.

Staff recommends that Council authorize the Mayor and Clerk to execute Task Order No. 11 to the Personal Services contract with Mead and Hunt.

Budget Information: The 2012 airport budget identifies 95% of the project costs being federal funded with the local costs (5%) being funded from airport reserves for capital projects. The Airport Improvements Program (AIP) has been now been re-authorized with 90% federal funding rather than 95% funding. The current airport reserve for capital improvements is projected to be adequate for the proposed project but will not be adequate to undertake the Taxiway C extension project in the near future. The airport reserve is increased by \$18,000 annual from the lease of the multiplane hangar financed from the reserves.

CASE ITEM

1. FIRST READING OF AN ORDINANCE TO VACATE PART OF PLATTED PUBLIC UTILITY EASEMENTS IN PRAIRIE EXPO FIRST ADDITION

The proposed event center and motel project includes the construction of a building corridor connecting the event center to the motel. This corridor will extend across vacant platted utility easements along each side of the common lot line. At its May 14, 2012 meeting, Council initiated a request to vacate the easement so as to accommodate the project as proposed.

Exhibit 3 includes a proposed ordinance vacating that portion of the easements lying south of the corridor as shown on the map also included in Exhibit 3. The easement lying north of the corridor is proposed to remain to allow distributions systems to be extended to near the corridor at which point services could be installed to the individual lots.

Staff recommends that Council give a first reading of the proposed ordinance. The Water and Light Commission concurred with this recommendation at its May 21, 2012 meeting.

**ABSTRACT OF BIDS (5-22-12) WORTHINGTON, MINNESOTA
COLLEGEWAY RECONSTRUCTION
S.P. 177-111-002; MP STPX 5312 (116)**

| Engineer's Estimate | | | | WORTHINGTON EXCAVATING, INC. | | | | McLaughlin and Schulz, Inc. | | | |
|---------------------|--|----------|------------------|------------------------------|------------------|-------------|--------------|-----------------------------|--------------|------------|--------|
| Item No. | Item Description | Unit | Approx. Quantity | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 2021.501 | MOBILIZATION | LUMP SUM | 1.00 | \$40,300.00 | \$40,300.00 | \$37,400.00 | \$37,400.00 | \$45,000.00 | \$45,000.00 | | |
| 2104.501 | REMOVE PIPE SEWERS | LF | 15.00 | \$8.50 | \$127.50 | \$10.00 | \$150.00 | \$10.00 | \$150.00 | | |
| 2104.501 | REMOVE CURB AND GUTTER | LF | 659.00 | \$7.75 | \$5,107.25 | \$4.00 | \$2,636.00 | \$4.25 | \$2,800.75 | | |
| 2104.503 | REMOVE CONCRETE DRIVEWAY PAVEMENT | SF | 1028.00 | \$3.30 | \$3,392.40 | \$5.00 | \$5,140.00 | \$4.25 | \$4,369.00 | | |
| 2104.503 | REMOVE CONCRETE SIDEWALK | SF | 16.00 | \$5.00 | \$80.00 | \$10.00 | \$160.00 | \$10.00 | \$160.00 | | |
| 2104.505 | REMOVE BITUMINOUS PAVEMENT | SY | 9693.00 | \$7.95 | \$76,741.35 | \$3.00 | \$28,959.00 | \$4.10 | \$39,577.30 | | |
| 2104.509 | REMOVE CATCH BASIN OR MANHOLE | EACH | 1.00 | \$505.00 | \$505.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | | |
| 2104.511 | SAWING CONCRETE PAVEMENT | LF | 190.40 | \$7.50 | \$1,428.00 | \$6.00 | \$1,142.40 | \$6.00 | \$1,142.40 | | |
| 2104.513 | SAWING BITUMINOUS PAVEMENT | LF | 143.00 | \$6.60 | \$943.80 | \$5.00 | \$715.00 | \$5.00 | \$715.00 | | |
| 2105.501 | COMMON EXCAVATION | CY | 5063.00 | \$6.65 | \$33,668.95 | \$7.00 | \$35,441.00 | \$7.25 | \$36,706.75 | | |
| 2105.515 | UNCLASSIFIED EXCAVATION | CY | 80.00 | \$7.25 | \$580.00 | \$10.00 | \$800.00 | \$10.00 | \$800.00 | | |
| 2105.525 | TOPSOIL BORROW (LV) | CY | 69.00 | \$17.25 | \$1,190.25 | \$15.00 | \$1,035.00 | \$15.00 | \$1,035.00 | | |
| 2105.533 | SALVAGED AGGREGATE IN STOCKPILE (LV) | CY | 175.00 | \$4.25 | \$743.75 | \$4.00 | \$700.00 | \$4.00 | \$700.00 | | |
| 2105.541 | STABILIZING AGGREGATE | CY | 56.00 | \$20.50 | \$1,148.00 | \$35.00 | \$1,960.00 | \$15.00 | \$840.00 | | |
| 2105.604 | GEOTEXTILE FABRIC TYPE IV | SY | 10173.00 | \$2.40 | \$24,415.20 | \$1.50 | \$15,259.50 | \$2.75 | \$27,975.75 | | |
| 2112.501 | SUBGRADE PREPARATION | RS | 21.50 | \$370.00 | \$7,995.00 | \$200.00 | \$4,300.00 | \$40.00 | \$860.00 | | |
| 2211.503 | AGGREGATE BASE (CV) CLASS 5 MODIFIED | CY | 2124.00 | \$30.25 | \$64,251.00 | \$29.00 | \$61,596.00 | \$30.00 | \$63,720.00 | | |
| 2211.602 | OPEN GRADED AGGREGATE BASE PLACED | CY | 1555.00 | \$39.50 | \$61,422.50 | \$39.00 | \$60,645.00 | \$40.00 | \$62,200.00 | | |
| 2360.501 | TYPE SP 12.5 WEARING COURSE MIX (2.C) | TON | 1151.00 | \$78.50 | \$90,353.50 | \$85.00 | \$97,835.00 | \$85.00 | \$97,835.00 | | |
| 2360.502 | TYPE SP 12.5 NON WEARING COURSE MIX (2.C) | TON | 1146.00 | \$78.50 | \$89,961.00 | \$85.00 | \$97,410.00 | \$85.00 | \$97,410.00 | | |
| 2451.505 | AGGREGATE BACKFILL (LV) | CY | 56.00 | \$26.50 | \$1,484.00 | \$20.00 | \$1,120.00 | \$20.00 | \$1,120.00 | | |
| 2451.507 | GRANULAR FOUNDATION (CV) | CY | 6.00 | \$35.00 | \$210.00 | \$40.00 | \$240.00 | \$40.00 | \$240.00 | | |
| 2502.541 | 4" PERF PE PIPE DRAIN | LF | 4244.00 | \$1.85 | \$7,851.40 | \$2.00 | \$8,488.00 | \$3.20 | \$13,580.80 | | |
| 2502.602 | DRAIN OUTLET DESIGN SPECIAL | EACH | 7.00 | \$240.00 | \$1,680.00 | \$400.00 | \$2,800.00 | \$400.00 | \$2,800.00 | | |
| 2503.511 | 12" RC PIPE CLASS III | LF | 124.00 | \$40.70 | \$5,046.80 | \$38.00 | \$4,712.00 | \$39.00 | \$4,836.00 | | |
| 2503.511 | 15" RC PIPE CLASS III | LF | 313.00 | \$43.65 | \$13,662.45 | \$40.00 | \$12,520.00 | \$40.00 | \$12,520.00 | | |
| 2503.511 | 18" RC PIPE CLASS III | LF | 282.00 | \$46.30 | \$12,130.60 | \$44.00 | \$11,528.00 | \$45.00 | \$11,790.00 | | |
| 2503.511 | 21" RC PIPE CLASS III | LF | 355.00 | \$53.90 | \$19,134.50 | \$48.00 | \$17,040.00 | \$49.00 | \$17,395.00 | | |
| 2503.521 | 28" SPAN RC PIPE CLASS IIA | LF | 19.00 | \$102.50 | \$1,947.50 | \$100.00 | \$1,900.00 | \$125.00 | \$2,375.00 | | |
| 2503.573 | FURNISH AND INSTALL 18" RCP CL IV - 6 DEGREE BEND | EACH | 1.00 | \$850.00 | \$850.00 | \$1,000.00 | \$1,000.00 | \$2,000.00 | \$2,000.00 | | |
| 2503.602 | CONNECT INTO EXISTING DRAINAGE STRUCTURE | EACH | 1.00 | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$250.00 | \$250.00 | | |
| 2504.604 | 3" POLYSTYRENE INSULATION | SY | 7.00 | \$48.00 | \$336.00 | \$35.00 | \$245.00 | \$40.00 | \$280.00 | | |
| 2506.502 | CONST DRAINAGE STRUCTURE DES 48-4020 W/SED | EACH | 4.00 | \$4,575.00 | \$18,300.00 | \$3,200.00 | \$12,800.00 | \$3,300.00 | \$13,200.00 | | |
| 2506.502 | CONST DRAINAGE STRUCTURE, DESIGN F MOD. W/SHORT CONE | EACH | 2.00 | \$4,020.00 | \$8,040.00 | \$3,500.00 | \$7,000.00 | \$3,600.00 | \$7,200.00 | | |
| 2506.502 | CONST DRAINAGE STRUCTURE DESIGN N W/SED | EACH | 6.00 | \$3,600.00 | \$21,600.00 | \$2,800.00 | \$16,800.00 | \$4,000.00 | \$24,000.00 | | |
| 2506.516 | CASTING ASSEMBLY | EACH | 1.00 | \$750.00 | \$750.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00 | | |
| 2506.522 | ADJUST FRAME & RING CASTING | EACH | 7.00 | \$550.00 | \$3,850.00 | \$500.00 | \$3,500.00 | \$500.00 | \$3,500.00 | | |
| 2521.501 | 4" CONCRETE WALK | SF | 20.00 | \$6.80 | \$136.00 | \$6.00 | \$120.00 | \$6.00 | \$120.00 | | |
| 2531.501 | CONCRETE CURB & GUTTER DESIGN B624 | LF | 667.00 | \$29.00 | \$19,343.00 | \$38.00 | \$25,346.00 | \$40.00 | \$26,680.00 | | |
| 2531.507 | 6" CONCRETE DRIVEWAY PAVEMENT | SY | 219.00 | \$47.60 | \$10,424.40 | \$55.00 | \$12,140.00 | \$60.00 | \$13,140.00 | | |
| 2531.507 | 7" CONCRETE DRIVEWAY PAVEMENT | SY | 100.00 | \$50.40 | \$5,040.00 | \$61.00 | \$6,100.00 | \$65.00 | \$6,500.00 | | |
| 2563.601 | TRAFFIC CONTROL | LUMP SUM | 1.00 | \$18,600.00 | \$18,600.00 | \$8,000.00 | \$8,000.00 | \$10,000.00 | \$10,000.00 | | |
| 2573.530 | STORM DRAIN INLET PROTECTION | EACH | 11.00 | \$110.00 | \$1,210.00 | \$75.00 | \$825.00 | \$100.00 | \$1,100.00 | | |
| 2575.535 | WATER FOR BFM TURF MAINTENANCE (AS DIRECTED) | M GAL | 2.30 | \$240.00 | \$552.00 | \$200.00 | \$460.00 | \$200.00 | \$460.00 | | |
| 2575.604 | RAPID STABILIZATION METHOD BFM | SY | 138.00 | \$4.50 | \$621.00 | \$10.00 | \$1,380.00 | \$10.00 | \$1,380.00 | | |
| 2580.501 | TEMPORARY LANE MARKING | LF | 215.00 | \$2.70 | \$580.50 | \$2.00 | \$430.00 | \$2.00 | \$430.00 | | |
| 2582.502 | 4" SOLID LINE YELLOW - PAINT | LF | 4298.00 | \$0.48 | \$2,063.04 | \$0.28 | \$1,203.44 | \$0.30 | \$1,289.40 | | |
| TOTAL | | | | | \$680,757.64 | | \$612,686.34 | | \$671,223.15 | | |
| | | | | | DBE COMMITMENT % | | 58% | | 2% | | |

TASK ORDER # 11
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN: City of Worthington (CLIENT)
Worthington, Minnesota

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE: May 24, 2012

RECITALS

This is the Eleventh Task Order to the Professional Services Agreement dated effective May 24, 2012, between the City of Worthington and Mead & Hunt, Inc. The Professional Services Agreement effective April 14, 2008 is referred to herein as the Contract.

AGREEMENT

1. Services to be Provided. The Scope of Services is to provide design and bidding services for the re-bid of the South Apron. The full Scope of Services is defined in **Exhibit A**.
2. Schedule. The project shall be completed within 60 days after Notice to Proceed.
3. Consideration. It is expressly understood and agreed that the Client shall pay Consultant the lump sum amount of \$17,342.00 for services rendered under this contract. The fee computation is included in **Exhibit B**. Progress payments shall be made in accordance with the Contract.

Accepted by: CITY OF WORTHINGTON, MN

Approved by: MEAD & HUNT, INC.

By: _____

Name: _____

Title: _____

*The above person is authorized to sign for
Client and bind the Client to the terms hereof.*

By:  _____

Name: Andrew J. Platz

Title: President

Date: _____

Date: May 24, 2012

**Exhibit A to Task Order #11
Scope of Services**

**South Apron Reconstruction Re-Bid
Worthington Municipal Airport, Worthington, MN**

FORM OF CONTRACT – Lump Sum

Background

This scope of services includes two separate tasks for the 2012 capital improvement project at the Worthington Municipal Airport, City of Worthington, MN (City). The tasks are defined as:

- **Task 1** – South Apron Re-bid Design
- **Task 2** – Bid Administration

The South Apron Reconstruction project was designed and bid in 2011 but due to only having one bidder and no competition; the bid was more than 15% higher than the anticipated amount and was subsequently not awarded. FAA discretionary funding was not available to adequately fund the project at that time. The anticipated amount was based on historical bids at the Worthington Municipal Airport of projects similar in nature over the last few years.

The effort included in this task order includes the effort necessary in order to rebid the South Apron Reconstruction project in the 2012 season. Since the design has already been completed this effort will only include revising the bid documents to current dates and standard State and federal protocols. If additional design is found to be necessary the effort involved shall be included under a separate agreement.

Also included in this agreement is the effort involved with the bidding administration involved with bidding the project in 2012. This effort generally includes assembling the bid package materials, distribution of plan sets, conducting a pre-bid conference, providing bidding assistance, evaluating responsiveness and accuracy of bids, providing award recommendations, and assistance with contract procurement.

The effort involved with the aforementioned Tasks is more detailed as follows:

Task 1 – South Apron Re-bid Design

Task 1.1 – Coordination

Coordination will include communication/coordination with the City, MnDOT and the FAA for the purpose of establishment of the federal grant for this project and for reviewing the South Apron Rebid. During this process the Consultant will assist the Sponsor in applying for the federal grant for this project. Tasks included in this process are:

- Assistance in completing the grant programming sheets (e.g. estimates, background info, etc.)
- Update the DBE program to include small business set aside component

Under this task the Consultant will also communicate the details of the project and will provide information as necessary to gain approvals for the project. The consultant will travel to Worthington to meet with the Owner to discuss the project parameters and visit the site in order to gain familiarity and understanding.

Task 1.2 – Project Summary Report

The Consultant will provide a summary report for the South Apron Reconstruction project.

Task 1.3 – Update Construction Plan Sheets

The Consultant will update the existing construction plan sheets for the South Apron Reconstruction design based on the project sheets from the 2011 bid. The plan sheets will be updated to include the current dates and necessary changes as per current federal and State protocols.

Task 1.4 – Update Specifications and Contract Legal Documents

Work under this task will include providing construction technical specifications and the contract legal documents (e.g. bid form, wage rates, federal requirements) for the South Apron Reconstruction re-bid.

Task 1.5 – Construction Safety Phasing Plan

The Consultant shall prepare a Construction Safety Phasing Plan (CSPP) which complies with FAA Advisory Circular 5370-2F. The plan will identify construction runway safety areas (RSAs), taxiway safety areas (TSAs), and object free areas (OFAs). This plan will minimize construction time needed inside these areas. Haul routes will be carefully considered and shown on the plan. Temporary traffic control needs will be addressed. The Consultant will submit this plan to the Airport and FAA for approval. Any agency comments will be included in the plans.

Task 1.6 – Meetings

The Consultant will provide concept plan sheets to the City and communicate via a telecom to discuss the maintenance concepts and discuss progress of the project.

Task 2 – Bid Administration

Task 2.1 – Furnish Bid Documents

Consultant shall prepare, reproduce and distribute up to 20 sets of bidding documents to interested contractors and suppliers. Electronic versions of the contract documents (plans and specifications) will be available for download in PDF format via the Mead & Hunt website link or QuestCDN. The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Task 2.2 – Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Task 2.3 – Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda notifications will be made available to the plan holders

either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

Task 2.4 – Pre-Bid Conference

Consultant shall arrange for and conduct a Pre-Bid Conference. The Project Manager will attend and conduct the Pre-Bid Conference with potential contractors and the Sponsor to review the project and answer questions. The meeting will be conducted at the Airport and will include a site inspection. Meeting minutes will be prepared and made available for review.

Task 2.5 – Bid Opening (NOT IN CONTRACT)

The City shall conduct the bid opening and send bid packages (electronically) to the Consultant for review and tabulation.

Task 2.6 – Bid Review and Bid Tabulation

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Task 2.7 – Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

Deliverables

Proposal includes 20 sets of bidding documents. If additional sets are needed they shall be billed at an additional \$50 per set.

Note: This proposal does not include mitigation of any hazardous materials or construction administration for this project. If hazardous materials are discovered during the design the City shall contract separately to mitigate the material. The construction services are anticipated to be a follow on task order in 2012.

Exhibit B to Task Order 11 - Aviation Services Engineering Fee Proposal

CLIENT **OTR**
 PROJ.No: Pending
 DATE: 5/14/12
 REV.No:

AIRPORT: Worthington Municipal Airport
 LOCATION: Worthington, Minnesota
 AIP PROJECT NO. 3-27-0116-TBD
 PROJECT DESCRIPTION: South Apron Reconstruction Re-bid

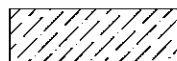
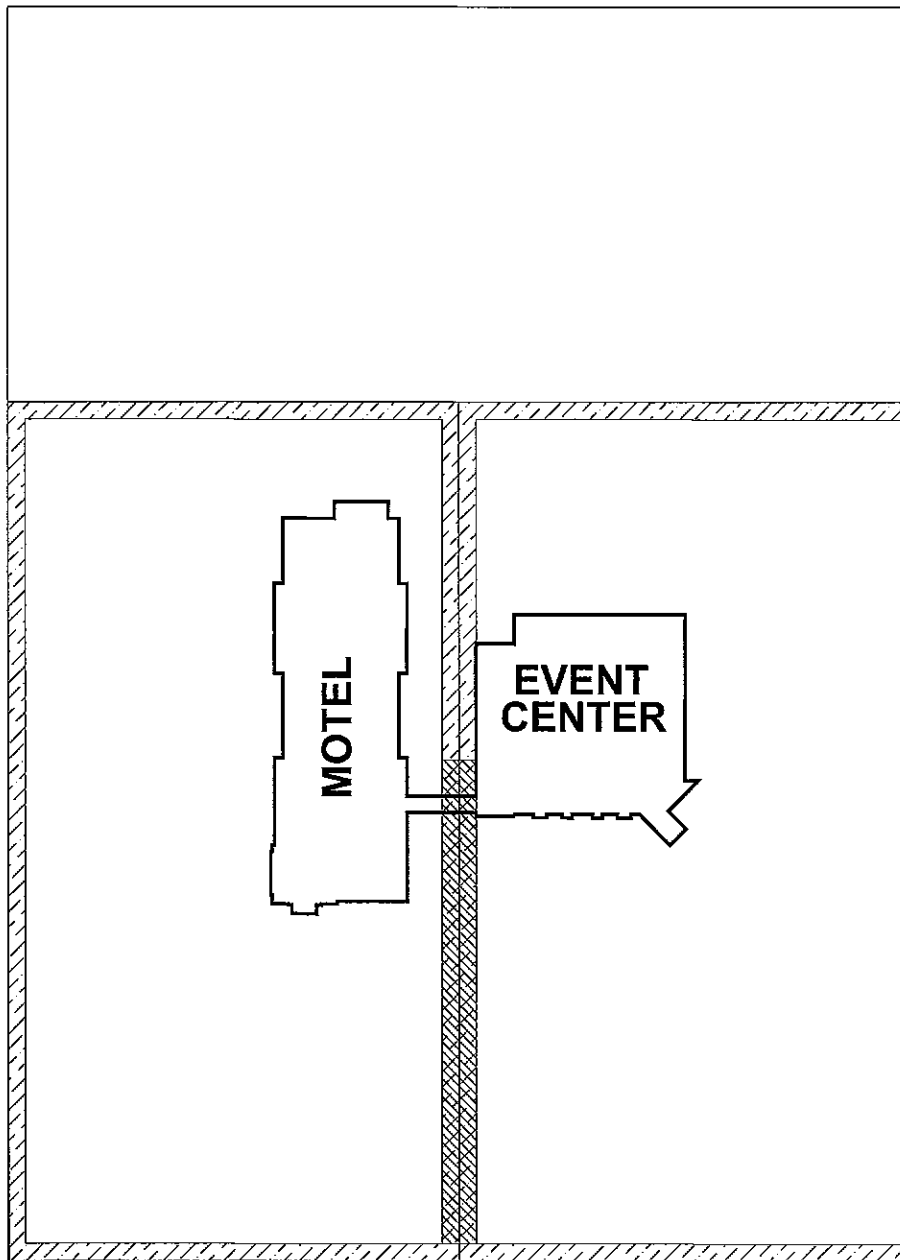
| Engineering Fee | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|-------------|
| TOTAL | | | | | | | | | | | |
| Task 1 - South Apron Reconstruction Re-bid | | | | | | | | | | | |
| 1.1 | Coordination | | | | | | | | | | \$1,997.00 |
| 1.2 | Project Summary Report | | | | | | | | | | \$434.00 |
| 1.3 | Update Construction Plan Sheets | | | | | | | | | | \$3,575.00 |
| 1.4 | Update Specifications and Contract Legal Documents | | | | | | | | | | \$3,163.00 |
| 1.5 | Construction Safety Phasing Plan | | | | | | | | | | \$1,265.00 |
| 1.6 | Meetings | | | | | | | | | | \$554.00 |
| | Expenses | | | | | | | | | | \$292.50 |
| SUBTOTAL TASK 1 | | | | | | | | | | | \$11,280.50 |
| Task 2 - Bid Administration | | | | | | | | | | | |
| 2.1 | Furnish Bid Documents | | | | | | | | | | \$1,380.00 |
| 2.2 | Respond to Bidders Questions | | | | | | | | | | \$908.00 |
| 2.3 | Prepare and Distribute Addendums | | | | | | | | | | \$593.50 |
| 2.4 | Prelbid Conference | | | | | | | | | | \$1,264.00 |
| 2.5 | Bid Opening (NOT IN CONTRACT) | | | | | | | | | | \$0.00 |
| 2.6 | Bid Review and Tabulation | | | | | | | | | | \$415.50 |
| 2.7 | Prepare Recommendation for Award | | | | | | | | | | \$277.50 |
| | Expenses | | | | | | | | | | \$1,222.50 |
| SUBTOTAL TASK 2 | | | | | | | | | | | \$6,061.00 |
| TOTAL | | | | | | | | | | | \$17,341.50 |
| TOTAL MEAD & HUNT FEES | | | | | | | | | | | |
| \$17,341.50 | | | | | | | | | | | |

| Item No. | | Senior Project Engineer | Project Manager | Engineer III | Engineer I | Tech III | Clerical | Total Hours | Cost Summary |
|--|---------------------------|-------------------------|-----------------|--------------|------------|----------|----------|-------------|--------------|
| Task 1 - South Apron Reconstruction Re-bid | | | | | | | | | |
| 1.1 Coordination | | | | | | | | | |
| | Estimated Total Man-hours | 1 | 10 | 1 | 0 | 1 | 4 | 17 | \$1,997.00 |
| | Summary Costs | \$159.00 | \$1,380.00 | \$118.00 | \$0.00 | \$100.00 | \$240.00 | | \$1,997.00 |
| 1.2 Project Summary Report | | | | | | | | | |
| | Estimated Total Man-hours | 0 | 1 | 2 | 0 | 0 | 1 | 4 | \$434.00 |
| | Summary Costs | \$0.00 | \$138.00 | \$236.00 | \$0.00 | \$0.00 | \$60.00 | | \$434.00 |
| 1.3 Update Construction Plan Sheets | | | | | | | | | |
| | Estimated Total Man-hours | 1 | 8 | 8 | 4 | 8 | 3 | 32 | \$3,575.00 |
| | Summary Costs | \$159.00 | \$1,104.00 | \$844.00 | \$388.00 | \$800.00 | \$180.00 | | \$3,575.00 |
| 1.4 Update Specifications and Contract Legal Documents | | | | | | | | | |
| | Estimated Total Man-hours | 1 | 6 | 9 | 2 | 2 | 12 | 32 | \$3,163.00 |
| | Summary Costs | \$159.00 | \$828.00 | \$1,062.00 | \$194.00 | \$200.00 | \$720.00 | | \$3,163.00 |
| 1.5 Construction Safety Phasing Plan | | | | | | | | | |
| | Estimated Total Man-hours | 1 | 3 | 4 | 0 | 1 | 2 | 11 | \$1,265.00 |
| | Summary Costs | \$159.00 | \$414.00 | \$472.00 | \$0.00 | \$100.00 | \$120.00 | | \$1,265.00 |
| 1.6 Meetings | | | | | | | | | |
| | Estimated Total Man-hours | 0 | 2 | 1 | 0 | 1 | 1 | 5 | \$554.00 |
| | Summary Costs | \$0.00 | \$276.00 | \$118.00 | \$0.00 | \$100.00 | \$60.00 | | \$554.00 |
| Expenses | | | | | | | | | |
| | Mileage | 0 | 350 | 0 | 0 | 0 | 0 | 350 Miles | \$262.50 |
| | Lodging | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | \$0.00 |
| | Meals | 0 | 1 | 0 | 0 | 0 | 0 | 1 Days | \$30.00 |
| | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Total Expenses | | | | | | | | | \$292.50 |

| Item No. | Senior Project Engineer \$159.00 | Project Manager \$138.00 | Engineer III \$118.00 | Engineer I \$97.00 | Tech III \$100.00 | Clerical \$60.00 | Total Hours | Cost Summary |
|---|-------------------------------------|-----------------------------|--------------------------|-----------------------|----------------------|---------------------|-------------|--------------------|
| Task 2 - Bid Administration | | | | | | | | |
| 2.1 Furnish Bid Documents | | | | | | | | |
| Estimated Total Man-hours | 0 | 2 | 2 | 4 | 0 | 8 | 16 | \$1,380.00 |
| Summary Costs | \$0.00 | \$276.00 | \$236.00 | \$388.00 | \$0.00 | \$460.00 | | \$1,380.00 |
| 2.2 Respond to Bidders Questions | | | | | | | | |
| Estimated Total Man-hours | 0 | 4 | 2 | 0 | 0 | 2 | 8 | \$908.00 |
| Summary Costs | \$0.00 | \$652.00 | \$236.00 | \$0.00 | \$0.00 | \$120.00 | | \$908.00 |
| 2.3 Prepare and Distribute Addendums | | | | | | | | |
| Estimated Total Man-hours | 0.5 | 2 | 1 | 0 | 0 | 2 | 5.5 | \$593.50 |
| Summary Costs | \$79.50 | \$276.00 | \$118.00 | \$0.00 | \$0.00 | \$120.00 | | \$593.50 |
| 2.4 Prebid Conference | | | | | | | | |
| Estimated Total Man-hours | 0 | 8 | 0 | 0 | 1 | 1 | 10 | \$1,264.00 |
| Summary Costs | \$0.00 | \$1,104.00 | \$0.00 | \$0.00 | \$100.00 | \$60.00 | | \$1,264.00 |
| 2.5 Bid Opening (NOT IN CONTRACT) | | | | | | | | |
| Summary Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| 2.6 Bid Review and Tabulation | | | | | | | | |
| Summary Costs | 0.5 | 2 | 0 | 0 | 0 | 1 | 3.5 | \$415.50 |
| Summary Costs | \$79.50 | \$276.00 | \$0.00 | \$0.00 | \$0.00 | \$60.00 | | \$415.50 |
| 2.7 Prepare Recommendation for Award | | | | | | | | |
| Estimated Total Man-hours | 0.5 | 1 | 0 | 0 | 0 | 1 | 2.5 | \$277.50 |
| Summary Costs | \$79.50 | \$138.00 | \$0.00 | \$0.00 | \$0.00 | \$60.00 | | \$277.50 |
| Expenses | | | | | | | | |
| Mileage | 0 | 350 | 0 | 0 | 0 | 0 | 350 Miles | \$0.55 |
| Lodging | 0 | 0 | 0 | 0 | 0 | 0 | 0 Days | \$100.00 |
| Meals | 0 | 1 | 0 | 0 | 0 | 0 | 1 Days | \$30.00 |
| Reproductions | 0 | 0 | 0 | 0 | 0 | 0 | 20 | \$50.00 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Total Expenses | | | | | | | | \$1,222.50 |
| TOTAL: | | | | | | | | \$17,341.50 |

BIOSCIENCE DRIVE

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EXISTING EASEMENTS



EASEMENT AREA TO BE VACATED

ORDINANCE NO. _____

**AN ORDINANCE TO VACATE PART OF PLATTED PUBLIC UTILITY EASEMENTS
IN LOTS 1 AND 2, BLOCK 2, PRAIRIE EXPO FIRST ADDITION**

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

Section I.

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

The east 10.00 feet of the north 280.00 feet of the south 290.00 feet
of Lot 1, Block 2, Prairie Expo First Addition, City of Worthington,
Nobles County, Minnesota.

Section II.

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

The west 10.00 feet of the north 280.00 feet of the south 290.00 feet
of Lot 2, Block 2, Prairie Expo First Addition, City of Worthington,
Nobles County, Minnesota.

Section III.

The City Clerk be 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 IV.

This ordinance shall be in full force and effect from and after its passage and publication and the filing of the certified copy thereof with the Recorder in and for the said County of Nobles, State of Minnesota.

Passed and adopted by the City Council of the City of Worthington, Minnesota, this _____ day of _____, 2012.

(SEAL)

Mayor

Attest _____
City Clerk

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: MAY 25, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. APPEAL OF ZONING BOARD OF APPEALS AND ADJUSTMENTS DENIAL OF A VARIANCE APPLICATION

On May 1, 2012, the Planning Commission, serving as the Zoning Board of Appeals and Adjustments, considered a variance application submitted by Steve Jeppesen for property he owns at 88 ½ East 12th Street (Exhibit 1). The subject property is a legally non-conforming lot but due to the applicant's ownership of an abutting lot (90 East 12th Street), the Zoning Ordinance (Title XV, Section 155.204 of the City Code) considers the lots combined to eliminate and/or reduce the non-conforming issues. The applicant sought the variance to be allowed the opportunity to sell the parcels individually. After holding a public hearing and discussion, the Commission denied the variance application on a 4-1 vote. Their denial was based on the Commission's belief that approval of the requested variance would undermine the purpose, intent, and credibility of the City and its Code.

A copy of the staff report and minutes from the May 1, 2012 meeting is included as Exhibit 1. The applicant has appealed the Commission's decision to deny the variance application. A Statement of Appeal from the applicant is attached as Exhibit 1.

Council action is requested. Please note that Title XV, Section 155.218 Paragraph (E) requires a four-fifths (4/5) vote to alter or rescind the Commission's decision.

2. AWARD CONTRACT FOR AUDIO/VISUAL SYSTEM IN THE BIOTECHNOLOGY ADVANCEMENT CENTER

The City received two responsive bids for the audio/visual system for the Biotechnology Advancement Center (BAC). The project, as proposed by WREDC and City staff, would provide the BAC with multimedia presentation systems in both the classroom and conference room. Each of the rooms would be equipped with a video conferencing system. The classroom a/v system would be designed to work as one unit or independently if the classroom was divided. Both bids received were over the \$70,000 budget. The bid opening tabulation sheet is included in Exhibit 2. The low base bid was \$128,611, which was submitted by the Dascom System Group. A summary of their scope of work is provided in Exhibit 2. Using the base bid, the funding breakdown for the project is:

| | |
|--------------|------------------|
| EDA | \$ 33,600 |
| Blandin | \$ 30,090 |
| <u>City</u> | <u>\$ 64,921</u> |
| TOTAL | \$128,611 |

City and WREDC staff reviewed the details of both bids to determine if there was opportunity to reduce costs without jeopardizing the expected technology capabilities of the Center. It was determined that the video conferencing system in the conference room was not a necessity, which if eliminated would provide a cost savings of approximately \$13,000 (does not include labor).

Since the project is partially funded through the US EDA, staff contacted them to discuss the matter. EDA staff indicated the City would be eligible to seek EDA's assistance on the cost overrun on the a/v equipment since the entire BAC project is anticipated to be under the \$1,624,764 budget. If approved, the EDA would cover 48% (their cost share on the entire project) of the cost overrun. The catch, however, is that the EDA will only formally consider this at the completion of the entire project. As such, the City would be potentially taking a "leap of faith" until then. Staff is continuing to learn more about this option and will provide a more detailed explanation at the meeting.

Upon obtaining an update from staff and having discussion on the matter, Council action on the contract is requested.

3. AWARD CONTRACT FOR THE CONSTRUCTION OF THE SENIOR CENTER (FORMER YMCA REDEVELOPMENT PROJECT)

Upon rejecting the construction bids for the Former YMCA Redevelopment Project received last summer, the YMCA redevelopment project was broken into two separate construction activities: materials removal/demolition and construction. Phase I of the project (hazardous materials removal and building demolition/ site prep) is winding down and is projected to come under budget (\$265,448).

Authorized to bid Phase II, staff received four responsive bids for the construction of the Senior Center. All four bids were over the \$734,552 construction budget. The low base bid was \$876,395 (19.3% over budget). The bids did include one bid alternate, which was structured as a deduct to illustrate the cost differential on two different HVAC systems. With the alternate deduct included, the total contract would be reduced to \$859,895, which is 17% over estimate. The bid opening tabulation sheet is included in Exhibit 3. Acceptance of the alternate would not change who the low bidder is. Though over budget, breaking the project into two phases did result in a potential cost savings of \$206,648 (\$1,329,991 vs. 1,125,343).

Staff is working with the Architect to determine areas where we could obtain additional savings. His findings will be presented at the meeting.

Council action is requested.

4. CODE ENFORCEMENT - TRASH ENCLOSURES

Title XV, Section 155.043(G) of the City Code requires all land uses, except single family residential, that provide outdoor trash or garbage collection areas to have such areas enclosed

on at least three sides by opaque screening and properly screened from public view. Exhibit 4 is the excerpt of the City Code section for Council's reference. This requirement has been part of the City Code since at least 1969 with sporadic enforcement through the years. Current staff has enforced the enclosed trash facilities on all new construction but has only sought compliance with existing properties as a condition to the approval of a conditional use or variance, if applicable, for proposed expansions (i.e., St. Matthew's Church, American Reformed Church).

The Planning Commission discussed the trash enclosure requirement at recent Commission meetings. Discussion included the purpose and intent of the rule, areas where literal compliance may not be attainable (downtown), public aesthetics, complaints received, various levels of trash services, etc... . The Commission also reviewed photos of various properties that illustrate compliant and/or non-compliant trash facilities. A copy of these photos is provided separately in the Council packet. After discussing the matter at length, the Commission concluded that the requiring outdoor trash areas to be properly screened still serves a public purpose and should be enforced universally with the exception of the six block core area (downtown) as literal compliance there is not attainable. The Commission suggests proceeding with a text amendment to address the downtown situation and commence enforcement of the requirement after the completion of a 12 month public relations effort to properly notify owners of the requirement and provide them appropriate time to install/construct the required facilities. They are seeking Council's concurrence on the matter.

Should Council concur with the Commission's recommendation, staff intends to commence the 12 month PR effort at the end of June, which will mean full enforcement of the enclosures would begin July 1, 2013.

Council action is requested.

It should be noted that Staff has spoken with Schaap Sanitation about this matter. Eric Joens, Schaap's local manager, supports the enforcement of the trash enclosure requirement and has agreed to assist staff with the assembly of a list of properties that are not compliant.

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Planning Commission/Board of Appeals Minutes May 1, 2012

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, Ken Moser, Chad Nixon, Dana Oberloh, and Dale Ryen
Members Absent: Bruce Pass (excused)
Staff Present: Brad Chapulis, Director of Comm/Econ. Dev.; Julie Haack, Secretary
Others Present: Merle Klosterbuer and Eric Lindner, American Reformed Church; Steve Jeppesen; Angelica Lozano and O. Valdez, BV Auto Sales

Approval of Minutes

Ken Moser motioned to approve the April 3, 2012 meeting minutes. The motion was seconded by Kelly Meyer and passed unanimously.

Planning Commission Business

Public Hearing and Board of Zoning Appeals Action

Variance - 88½ East 12th Street

Steve Jeppesen owns 88½ East 12th Street and the abutting lot addressed as 90 East 12th Street. Each lot is legally non conforming and the Zoning Ordinance (Title XV, Section 155.204 of the City Code) considers the lots to be combined to eliminate the non conforming issues of each lot. Mr. Jeppesen would like to sell 88½ East 12th Street, which does not abut a city street, and has requested the issuance of a variance.

In response to questions from the Commission, Brad Chapulis explained that the property is generally accessed by a gravel surface on the north side of 88 East 12th Street, which is owned by Casey Ingenthron, and that both properties owned by Steve Jeppesen are not considered grandfathered, non conforming parcels. Rather, the Zoning Ordinance considers them to be combined as they are under one owner which eliminates the non conforming status of both parcels. Mr. Jeppesen could sell a portion of 88½ East 12th Street to an abutting property owner as long as 90 East 12th Street remained in compliance.

Chad Nixon opened the public hearing. Steve Jeppesen explained that the building at 88½ East 12th Street is heated and could be used for car repair or a machine shop while the building at 90 East 12th Street is used for cold storage only. They have maintained them as separate properties, especially utilities, since he purchased them in 1995 and 1997. He thinks that it is unlikely that the properties could be sold as one parcel because of the dissimilar uses of the buildings. He also has a private alley on the southerly side of 90 East 12th Street that he thinks could be used as street access to 88½ East 12th Street if a variance were obtained for 90 East 12th Street for setback issues that would arise from deeding the alley to a new owner of 88½ East 12th Street.

The Commission discussed the date of enactment of the Zoning Ordinance, the previous ownership

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of the two parcels, the fact that 88½ could be sold as a legally non conforming lot if it were under separate ownership, the applicant's ability to sell the properties separately to abutting property owners, and possible ways of selling the property with the alley for 12th Street access or with a perpetual ingress/egress easement for the alley. Due to the difficulties in assigning and maintaining conditions on each parcel that would assure each parcel remained in compliance with the Zoning Ordinance if either parcel were to be sold, the Planning Commission determined that they could approve the variance acknowledging that each parcel would then be non conforming or deny the variance to uphold the ordinance.

Mike Kuhle motioned to close the public hearing. The motion was seconded by Dana Oberloh and passed unanimously.

Mike Kuhle stated that it would be hard to sell 88½ East 12th Street without street access, a booming business without it's own street access would create problems, the applicant has options to sell the parcel that don't require a variance, and approval of the variance would undermine the purpose of the City Code. For those reasons, he motioned to deny the variance request. The motion was seconded by Ken Moser. Mike Kuhle, Ken Moser, Dana Oberloh, and Dale Ryen voted in favor of the motion. Kelly Meyer voted against it. The motion carried 4-1.

Public Hearing and Recommendation to City Council

Conditional Use Permit - Worthington Christian Reformed Church, 1100 1st Avenue SW

Worthington Christian Reformed Church has submitted an application for a conditional use permit with would allow the installation of an electronic message sign at 1100 1st Avenue SW. The property is located in the R-1 (Single Family Detached Residential) zoning district where illuminated signs, including electronic message signs, are permitted only as a conditional use so as to assure that the residential character of the surrounding neighborhood will not be compromised. Brad Chapulis reviewed the eight mandatory restrictions and noted that the applicant is aware of the restrictions and has no objections to them.

Chad Nixon opened the public hearing. There were no comments from the public. Ken Moser motioned to close the public hearing. The motion was seconded by Kelly Meyer and passed unanimously.

After brief discussion, Kelly Meyer motioned to approve the conditional use permit for the installation of an electronic message sign at 1100 1st Ave SW with the following conditions:

1. The sign is for a public institutional land use as defined in Title XV, Section 155 of the City Code.
2. The electronic message board does not exceed 30 square feet.
3. The sign is not great that 8.5 feet in height.
4. The electronic message board is erected on a monument sign.
5. The message display is limited to 7 a.m. to 8 p.m.
6. Messages are limited to changing once every 10 seconds.
7. Messages are prohibited from flashing or fluttering.
8. Messages may only display public service announcement.

The motion was seconded by Dana Oberloh and passed unanimously.

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Brad Chapulis noted that the decision of the Planning Commission would be forwarded to City Council for consideration at the May 14, 2012 meeting.

Public Hearing and Recommendation to City Council

Special Use Permit - American Reformed Church, 1720 Burlington Avenue

An application for a special use permit has been submitted by the American Reformed Church which would, if approved, allow for the construction of 30x40 storage building on their property located at 1720 Burlington Avenue. To ensure compatibility with the surrounding area, religious institutions, or expansions thereto, are only permitted in areas zoned R-1 (Single Family Detached Residential) through the issuance of a special use permit. The property's compliance with applicable zoning requirements was reviewed. The Church obtained a special use permit in 1997 for a building addition and, as a condition of that special use permit, agreed to eliminate simultaneous use of the sanctuary and the multi purpose room to reduce the number of required parking stalls from 200 to 97. The Church currently maintains 106 parking stalls and that number would not be changed by a storage facility. There is also an unscreened dumpster in that parking lot that should be screened for compliance with Title XV, Section 155.043(G) of the City Code.

Chad Nixon opened the public hearing. Merle Klosterbuer and Eric Lindner, representing the Church, stated that the storage building would be located in the grassy area to the east of the church and there would be no problem constructing an enclosure for the dumpster.

Ken Moser motioned to close the public hearing. The motion was seconded by Kelly Meyer and passed unanimously.

Mike Kuhle motioned to recommend approval of the special use permit that would allow for the construction of a 30x40 storage building to be located at 1720 Burlington Avenue with the following conditions:

1. The applicant complies with the conditions of the 1997 SUP (Doc. No. 267457).
2. The applicant properly screens the trash area for compliance with Title XV, Section 155.043(G).
3. All site improvements are completed as illustrated on the site plan included with the application.

Kelly Meyer seconded the motion and it passed unanimously. The recommendation of the Planning Commission will be forwarded to City Council for consideration at the May 14, 2012 meeting.

Public Hearing and Recommendation to City Council

Change of Zone - 1314 Burlington Avenue

Arturo Lozano submitted an application to rezone property owned by Classic Convenience, Inc., located at 1314 Burlington Avenue from R-3 (Low Density Preservation Residential) to B-3 (General Business). The applicant has a purchase agreement with the condition that the property be properly rezoned for his automotive sales business. Brad Chapulis reviewed the application and the

proposed zoning classification's compatibility with the neighborhood and the Comprehensive Plan. Prior to the adoption of the Comprehensive Plan, the Planning Commission informally established a strong edge along the south side of Oxford Street to encourage redevelopment activities along Oxford Street while preserving the residential neighborhoods abutting the Oxford commercial corridor. Properties to the north of the strong edge would only be considered for rezoning if they were to be part of a business with a primary focus on Oxford Street. If rezoned, the property at 1314 Burlington could be redeveloped with Burlington Avenue access if it is not combined with the Oxford Street parcel. Brad Chapulis also noted that a letter in opposition to the rezoning was received from Simon Koster.

Chad Nixon asked for questions from members for staff. In response to questions from Mike Kuhle and Chad Nixon, Brad Chapulis explained that Simon Koster focused on properties that were not the subject of the rezoning request and his concern, water runoff, is a civil matter, not a zoning issue.

Chad Nixon opened the public hearing. Angelica Lozano explained that their realtor told them that it would be appropriate to install a fence on the south side and they were planning to do that and they also plan to combine the parcels.

As there were no other comments from the public, Ken Moser motioned to close the public hearing. The motion was seconded by Dana Oberloh and passed unanimously.

Mike Kuhle motioned to recommend approval of the request that would rezone 1314 Burlington Avenue from R-3 (Low Density Preservation Residential) to B-3 (General Business) with the following conditions:

1. Parcels 31-2823-000 (1506 Oxford Street) and 31-2825-000 (1314 Burlington Avenue) are to be combined into one parcel at the County Assessor's Office.
2. A site obscuring fence or landscaping along the south property line is installed in accordance with City Code.

The motion was seconded by Dale Ryen and passed unanimously. The recommendation of the Planning Commission would be forwarded to City Council for consideration at the May 14, 2012 meeting.

Other Business

Outdoor Trash Facilities

Brad Chapulis presented photos of various trash facilities, commercial and residential, throughout town that are not properly screened. Schaap Sanitation supports enforcement of Title XV, Section 155.043(G), which requires screening, and is compiling a list of unscreened dumpsters. Unilateral enforcement will be difficult, however, especially in areas of the downtown where building coverage can be at 100%. The Commission discussed exempting the downtown core area from enforcement. Kelly Meyer noted that when the trash facilities are neatly kept and in a row, they do not look bad. A fence won't help when couches and beds are discarded. Those offenses should get a notice and fined if the area is not cleaned up.

After discussion, the Planning Commission determined that the six block core area of downtown, which is between 9th Street and 11th Street and 2nd Avenue and 5th Avenue, should be exempt from

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the requirement to screen trash facilities. Other properties, except single family homes, that use dumpsters and 95 gallon trash containers will be notified of the requirement to screen trash facilities and will be given 12 months to comply with the requirements. It is planned that the letters will be sent at the end of June with enforcement to begin after July 1, 2013.

Next Meeting

The next meeting is scheduled for June 5, 2012 at 7:00 p.m.

Adjournment

As there was no further business before the Planning Commission, Ken Moser motioned to adjourn the meeting at 8:37. The motion was seconded by Kelly Meyer and passed unanimously.

Julie Haack
Secretary

1. PUBLIC HEARING AND BOARD OF ZONING APPEALS ACTION
Variance - 88 ½ East 12th Street

A. Background.

Steve Jeppesen is seeking the issuance of a variance on the property he owns at 88 ½ East 12th Street (Exhibit 1). The property is a legally non-conforming lot but due to the applicant's ownership of an abutting lot (90 East 12th Street), the Zoning Ordinance (Title XV, Section 155.204 of the City Code) considers the lots combined to eliminate and/or reduce the non-conforming issues. The applicant would like to sell the parcels individually. The legal description of the subject property under consideration is as follows:

That part of the Southwest Quarter of Section 24, Township 102, Range 40, described as follows: Commencing at a point, said point being the intersection of the east line of the west 52.50 feet of said Southwest Quarter and the northwesterly line of Block 6, East Addition; thence North 0 degrees 54 minutes 09 seconds East, assumed bearing, along said east line of the west 52.50 feet, a distance of 161.45 feet to the point of intersection with a line, said line being parallel with and 100.00 feet southeasterly from the center line of the Chicago Northwestern Transportation Company railway main line; thence North 49 degrees 14 minutes 03 seconds East along said parallel line, a distance of 163.65 feet, more or less, to a point distant 300.00 feet South 49 degrees 14 minutes 03 seconds West from the southwesterly right-of-way line of 12th Street; thence South 40 degrees 45 minutes 57 seconds East a distance of 78.35 feet, more or less, to the center line of the Chicago, Rock Island and Pacific Railroad Company spur track; thence North 49 degrees 02 minutes 21 seconds East, along said spur center line, a distance of 25.14 feet, more or less, to a point distant 275.00 feet South 49 degrees 02 minutes 21 seconds West along said spur center line from said southwesterly right-of-way line of 12th Street; thence South 40 degrees 58 minutes 38 seconds East a distance of 96.02 feet, more or less, to a point, said point being on the northwesterly line of said Block 6, distant 20.00 feet northeasterly from the northwesterly corner of Lot 3, said Block 6; thence South 59 degrees 29 minutes 51 seconds West, along said northwesterly line of Block 6, a distance of 301.30 feet, more or less, to the point of commencement. Containing 0.8 acres, more or less.

For purposes of this description, the right-of-way of said 12th Street is determined to be 66 feet in width, the center line of which runs from a point in the center line of 12th Street in the southeasterly right-of-way line of 1st Avenue, to a point in the center line of 12th Street in the northwesterly line of said East Addition.

Together with a nonexclusive easement ("Roadway") for ingress and egress purposes over a strip of land 15 feet in width, abutting and parallel with the northwesterly line of Lots 1, 2 and 3 in said Block 6, East Addition. This easement grant is subject to certain terms and conditions, which are deemed covenants and shall run with the land. All being in the City of Worthington, Nobles County, Minnesota.

Together with

A tract of land described as commencing at a point on the northerly line of Lot 3, Block 6, of East Addition to the City of Worthington, Nobles County, Minnesota, which point is 20 feet easterly from the northwesterly corner of said Lot 3 as place of beginning; thence easterly along the northerly line of said Block 6, a distance of 280 feet to the northeast corner of Lot 1 in said Block 6; thence northerly along the westerly line of Twelfth Street in the City of Worthington to the center line of the industry spur track of the Chicago, Rock Island and Pacific Railroad Company, a distance of 145 feet; thence southwesterly along the center line of said industry spur track, a distance of 275 feet; thence southeasterly to the place of beginning.

B. Considerations

1. The applicant owns two parcels of land that abut each other. One of the parcels (88 ½ E. 12th Street) is classified as a legal non-conforming lot because it does not abut a city street, which is a requirement under the Subdivision Ordinance. The other parcel (90 E. 12th Street) is also considered non-conforming because building occupies more than 30% of the lot size (currently 39%). An ArcView map of the subject properties is provided as Exhibit 1.

According to Title XV, Section 155.204 of the City Code, two or more lots/parcels under the same ownership shall not be used or sold in a manner that would diminish possible compliance with the City Code (Exhibit 1). Due to the non-conforming status of the two parcels, and since they are under common ownership, the City Code recognizes these parcels as one for compliance purposes. In fact, combining the two parcels eliminates the aforementioned non-conforming issues.

The applicant purchased the parcels separately (1995 and 1997) and is seeking the approval of a variance to have the ability to sell the parcels separately.

2. State law [M.S. 462.357 Subd. 6(2)] states that variances shall be granted only when "strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of the ordinance. 'Undue hardship' as used in connection with the granting of a variance means the property in question cannot be put to a reasonable use if used under conditions allowed by the [zoning ordinance], the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use of the property exists under the terms of the ordinance."

The requested variance would fail to meet all three criteria for an undue hardship as defined by state law:

- a. The subject property can be put to a reasonable use while still being in compliance with the ordinance. There is no evidence to suggest that granting the requested variance is necessary to sell the subject property.
 - b. The variance request is based on the applicant's desire to sell the parcels individually. There are no circumstances unique to the property which would justify the City to allow for an action that would diminish the opportunity to bring a parcel(s) into compliance with the City Code.
 - c. Granting the variance would have an impact on the City's ability to bring properties closer or into compliance with the City Code and would thus undermine its purpose and intent.
3. The zoning ordinance [7-28.04 Subd. 3] states, "No variance from the terms of this

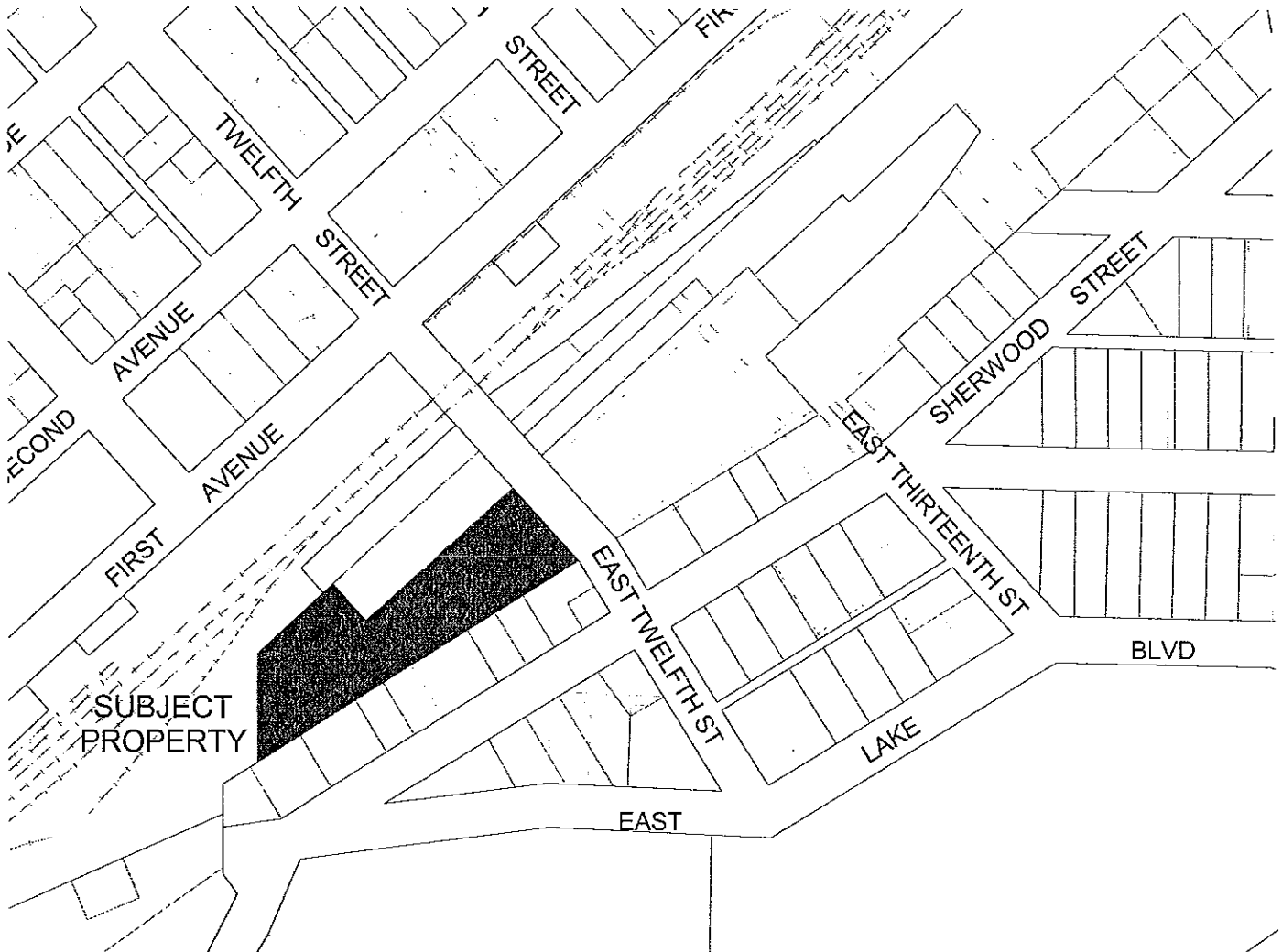
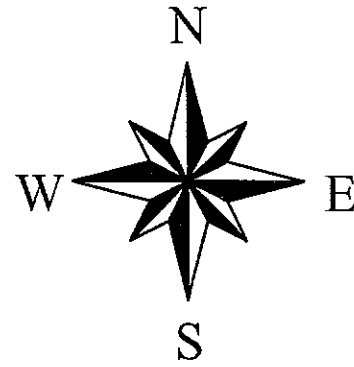
ordinance shall be authorized unless all of the following facts and conditions exist:

- a. That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district. There are no exceptional or extraordinary circumstances or conditions applying to the property in question that do not apply generally to all other non-conforming properties.
 - b. That the alleged difficulty or hardship has not resulted from the actions of the applicant. A hardship does not exist. Therefore, it is impossible to illustrate that a hardship has not resulted from the actions of the applicant.
 - c. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity. The applicant already enjoys property rights on the subject property comparable to those enjoyed by other property owners. The requested variance would grant the applicant greater property rights than other owners of non-conforming properties.
 - d. That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this Ordinance or the public interest. Granting the variance would have an impact on the City's ability to bring properties closer or into compliance with the City Code and would thus undermine its purpose and intent.
 - e. No variance shall be authorized unless the Board specifically finds that the condition, situation, or intended use of the subject property is not so general or recurrent in nature as to make reasonably practicable the formation of a general regulation to cover such cases. There is nothing unique regarding the subject property(ies) that would justify the granting of the variance.
4. The Board should consider the possibility that granting the requested variance might undermine the credibility of the City of Worthington in its efforts to consistently apply the provisions of the Zoning Ordinance equitably to property owners throughout the City.

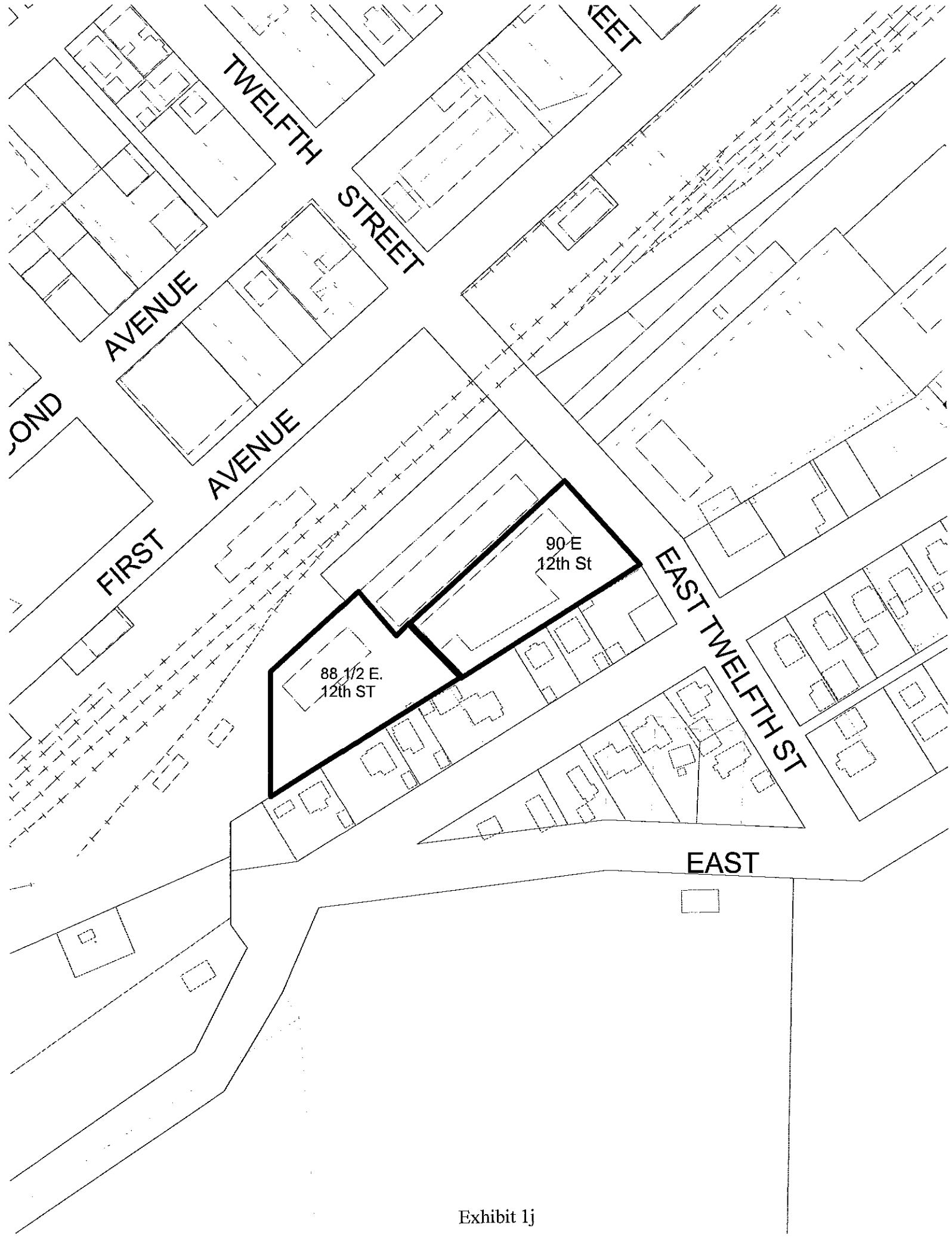
C. Conclusion.

The application does not fit the definition of a hardship in state law nor the criteria established in the Zoning Ordinance for granting a variance. Furthermore, adhering to the provisions of the City Code and requiring the parcels to be combined for compliance purposes actually eliminated the non-conforming issues that would exist if each parcel stood on its own. Staff is of the opinion that granting the variance will undermine the purpose, intent, and credibility of the City and its Code. Therefore, staff recommends denial of the variance application.

88 1/2 & 90 EAST 12TH ST



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
IN CASE OF CONFLICT OR DISCREPANCY BETWEEN THIS MAP
AND THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY,
THE LEGAL DESCRIPTION SHALL GOVERN.



(B) *Change in use.* If no structural alterations are made, any nonconforming use of structure may be changed to another nonconforming use of the same nature, or to a more restricted use, or to a conforming use. A change to a more restricted use or to another nonconforming use may be made only if a special use permit is obtained. In addition to the other requirements of a SUP, such permit will be granted only if the relation of the land to surrounding property is such that will not adversely affect neighboring property and/or its occupants to any greater degree than if the original nonconforming use had continued. Once changed to a conforming use, no structure shall be permitted to revert to a nonconforming use.

(C) *Repairs and maintenance.* On any building devoted in whole or in part to any nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring or plumbing, to an extent not exceeding 10% of the current replacement value of the building, provided that the cubic content of the building as it existed at the time of the effective date of this title shall not be increased.

('69 Code, § 7-27.02) (Am. Ord. 942, passed 10-14-02) Penalty, see § 155.999

§ 155.203 NONCONFORMING STRUCTURE.

A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

(A) *Enlargement or alteration.* No nonconforming structure may be enlarged or altered in any way which increases its nonconformity.

(B) *Damage or destruction.* If a nonconforming structure is destroyed by any means to an extent of more than 50% of its replacement cost exclusive of foundations, at time of destruction, it shall not be reconstructed except in conformity with this title. However, in the Flood Hazard District, the Board of Zoning Appeals may issue a special use permit for reconstruction if the structure is located outside of the floodway, is a permitted use in the underlying zoning district and upon reconstruction, is adequately floodproofed, elevated or otherwise protected in conformity with § 155.187(B)(1) through (8).

(C) *Relocation.* If a nonconforming structure is moved for any reason for any distance, whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

(D) *Building safety.* Nothing contained in this title shall be deemed to prevent the strengthening or restoring to a safe condition charged with protecting the public safety, upon order of such official.

('69 Code, § 7-27.03) Penalty, see § 155.999

§ 155.204 NONCONFORMING LOTS.

(A) *Nonconforming lots.* Any conforming use or conforming structure on a nonconforming lot may be enlarged, extended, constructed or moved so long as other requirements of this title are met.

(B) *Division of combined nonconforming lots.* Any two or more lots under the same ownership and with continuous frontage at the date of this title shall not be used or sold in a manner which diminishes possible compliance with this title.

(C) *Dwelling on any lot of record.* Notwithstanding any other provision of this title, a single family detached dwelling may be erected at any time on any lot which was of official record by deed or plat and separately owned on October 10, 1962, located in a residence district irrespective of its area or width, provided the applicable yard and other open space requirements are complied with. The minimum yard space requirements of the district in which said lot is located shall apply. Front, side or rear yard encroachments as specified in § 155.040(F) shall be prohibited in the case of substandard lots of record and the yard width of such lots shall be measured from the edge of any projection or overhang to the lot line. Lots may also be subject to the provisions of § 155.040(B).
('69 Code, § 7-27.04) (Am. Ord. 942, passed 10-14-02) Penalty, see § 155.999

§ 155.205 NONCONFORMING CHARACTERISTICS OF USE.

(A) *Generally.* Characteristics of a land use, such as lighting, off-street parking, buffering, signs, or other regulations pertaining to the use of land that were not in existence at the time of the adoption or amendment of this title shall be considered a nonconforming characteristic of use. No nonconforming characteristic of use shall be required to comply with the provisions of this title unless a land use change, or the (re)construction and/or expansion of a structure increases the nonconformity of the characteristic.

(B) *Nonconforming signs.*

(1) Signs existing on the effective date of this chapter which do not conform to the regulations set forth in this chapter and in Chapter 153 shall be considered nonconforming. Advertising signs which become nonconforming uses shall be removed within three years after the effective date of this chapter or otherwise be relocated to comply with all the provisions of this chapter and of Chapter 153.

(2) Business signs on the premises of a nonconforming structure or use may be continued but such signs shall not expand in area, height or illumination. New signs not to exceed 35 square feet in aggregate sign area may be erected only upon the complete removal of all other signs existing at the time of the adoption of this chapter. Such new signs may be illuminated but no flashing, rotating or moving sign shall be permitted.

(3) No sign erected before the passage of this chapter shall be rebuilt, altered or moved to a new location without being brought into compliance with the requirements of this chapter and of Chapter 153.

(C) *Off-street parking.* The purpose of this section shall be to reduce the requirements for off-street parking and loading when development occurs on parcels of land which are lawfully nonconforming as described in §§ 155.200 through 155.206. For the purpose of this section, development shall be defined as a change in use which increases the nonconformity of this section and/or the (re)construction and/or expansion of a structure.

BIDS RECEIVED
A/V Equipment
TTC Project, Worthington, MN

EDA Award No. 06-01-05541

Bid Date: 2p.m., Monday, May 14, 2012

| Bidder | Bid Amount | Add. #1 | Lobbying Res. | Bid Bond |
|------------------|---------------|---------|---------------|----------|
| Dascom Systems | \$ 128,611.00 | Yes | Yes | Yes |
| Tierney Brothers | \$ 154,831.00 | Yes | Yes | Yes |

Biotechnology Advancement Center Equipment Schedule



Date Proposed: 5/10/2012
 Proposal Valid Until: 7/9/2012
 Payment Terms: Net 10
 Proposal Number: QTE21397

Bill To:
 City of Worthington
 303 Ninth Street
 Worthington, MN 56187

Ship To:
 City of Worthington
 303 Ninth Street
 Worthington, MN 56187
 USA

| QTY | UoM | ITEM | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|------------------------|-----|---------------------|--|------------|------------|
| Training Center | | | | | |
| 1.00 | EA | BLU-102 | BSS-10x8 DSP w/12 AEC Inputs | 2,441.00 | 2,441.00 |
| 4.00 | EA | 60-845-01 | Extron-Mono Power Amplifier- 40 Watts | 266.00 | 1,064.00 |
| 1.00 | EA | 60-604-11 | Extron-RSB 126 Basic Rack Shelf for 6" deep | 37.00 | 37.00 |
| 4.00 | EA | 42-141-03 | Extron-Extron Exclusive Patent Pending Flat Field® | 303.00 | 1,212.00 |
| 1.00 | EA | 01-HDEXEC-NM | Revolabs-8-Channel HD Executive Wireless Receiver | 4,418.00 | 4,418.00 |
| 1.00 | EA | 01-HDEXEC4-NM | Revolab-Executive HD Systems, 4 Channel | 3,471.00 | 3,471.00 |
| 2.00 | EA | 01-HDTBLMICOM11 | RevoLabs HD Microphone RF Armor Tabletop Omni | 297.00 | 594.00 |
| 9.00 | EA | 01-HDTBLMIC-DR-11 | Revolabs-HD Uni-directional Tabletop Microphone | 297.00 | 2,673.00 |
| 1.00 | EA | *01-HDCOMAN-11 | Revolabs-Countryman Microphone Adapter | 297.00 | 297.00 |
| 1.00 | EA | *10-EXTSERV-HDE8 | Revolabs-HD8 Silver 1-Yr Extended Service | 509.00 | 509.00 |
| 1.00 | EA | *10-EXTSERV-HDE4 | Revolabs-HD4 Silver 1-Yr Extended Service | 276.00 | 276.00 |
| 1.00 | EA | *E6IOW5TRV | Revolabs-Countryman Tan Microphone E6i | 327.00 | 327.00 |
| 1.00 | EA | *LC70LE732U | Sharp-70" Pro-Display LED | 2,426.00 | 2,426.00 |
| 1.00 | EA | *PN-L802B | Sharp-80" Aquos Board Interactive LED | 8,888.00 | 8,888.00 |
| 2.00 | EA | *LC80LE632U | Sharp-80" Aquos Display LED | 4,223.00 | 8,446.00 |
| 4.00 | EA | CTM-MS2 | Premier Mounts-Universal Tilt Mount for 37"-6 | 146.00 | 584.00 |
| 1.00 | EA | MC3 | Crestron - Series 3 Processor | 931.00 | 931.00 |
| 1.00 | EA | DM-MD8X8 | Crestron-8x8 DigitalMedia Switcher, Req | 2,509.00 | 2,509.00 |
| 2.00 | EA | DMC-HD | Crestron-HDMI Input Card for DM Switchers | 574.00 | 1,148.00 |
| 4.00 | EA | *DMC-C-DSP | Crestron-DM 8G+ Input Card | 754.00 | 3,016.00 |
| 2.00 | EA | DMC-DVI | Crestron-DVI/RGB Input Card for DM Swit | 459.00 | 918.00 |
| 1.00 | EA | DMCO-53 | Crestron-2 DM 8G+ w/1 HDMI & 2 HDMI w/2 Stereo | 1,156.00 | 1,156.00 |
| 1.00 | EA | DMCO-55 | Crestron-4 DM 8G STP w/2 HDMI Output Card for | 1,504.00 | 1,504.00 |
| 4.00 | EA | DM-TX-201-C | Crestron-DigitalMedia 8G STP Transmitter 201 | 754.00 | 3,016.00 |
| 4.00 | EA | DM-RMC-100-C | Crestron-DigitalMedia 8G STP Receiver & Room | 509.00 | 2,036.00 |
| 1.00 | EA | *DM-RMC-SCALER-S | Crestron-DigitalMedia 8G STP Receiver w/Scaler | 824.00 | 824.00 |
| 2.00 | EA | *IDOC-PAD2-DSWC-B-S | Crestron-In-Wall Docking Station for iPad | 360.00 | 720.00 |
| 2.00 | EA | *IDOC-PAD2-DSW-B-S | Crestron-iPad Table Top Docking Station | 207.00 | 414.00 |
| 1.00 | EA | C2N-HBLOCK | Crestron-Multi Network Distance Block | 178.00 | 178.00 |
| 2.00 | EA | *C2N-DB8B | Crestron-8-Button Wall Plate | 151.00 | 302.00 |
| 1.00 | EA | *CEN-WAP-ABG-POE-P | Crestron-WAP | 313.00 | 313.00 |
| 2.00 | EA | 7200-23150-001 | Polycom HDX 8000 720 HDX 8000 HD Camera | 11,858.00 | 23,716.00 |
| 2.00 | EA | 4870-00380-156 | Polycom-Total Coverage 1Year HDX8000 S | 1,219.00 | 2,438.00 |
| 1.00 | EA | *2215-30043-001 | Polycom-EagleEye Camera | 1,645.00 | 1,645.00 |
| 2.00 | EA | 7200-25659-015 | Polycom-50' Main/Aux Camera Cable | 459.00 | 918.00 |
| 1.00 | EA | 7200-25659-030 | Polycom-100' Main/Aux Camera Cable | 599.00 | 599.00 |
| 3.00 | EA | *999-2225-015 | Vaddio-Recessed Camera Mount | 212.00 | 636.00 |
| 2.00 | EA | 60-758-01 | Extron-Two Input VGA and Stereo Audio | 162.00 | 324.00 |
| 2.00 | EA | 60-190-20 | Extron-Rack Mount Kit | 85.00 | 170.00 |
| 1.00 | EA | *CR3000EX | VFI-3-Bay Credenda | 1,461.00 | 1,461.00 |

| | | | | |
|---------|------------------------|--|----------|----------|
| 2.00 EA | UD1 | Middle Atlantic1 Space Utility Drawer Black | 45.00 | 90.00 |
| 1.00 EA | *55237 | Spectrum-Media Manager Workstation/Lectern | 1,904.00 | 1,904.00 |
| 1.00 EA | 95512 | Spectrum Flat Panel Light Monitor Arm | 271.00 | 271.00 |
| 1.00 EA | *LC-19SB27UT | Sharp 19" LCD Display | 258.00 | 258.00 |
| 1.00 EA | *55403 | Spectrum-15' Retractable Power Cord | 189.00 | 189.00 |
| 2.00 EA | PD-915R | Middle Atlantic-9 Outlet, Single 15 Amp Circui | 86.00 | 172.00 |
| 2.00 EA | *PD-815R-PL | Middle Atlantic-9-Outlet Power Switch | 91.00 | 182.00 |
| 2.00 EA | *MP-15 | Furman-Power Relay | 86.00 | 172.00 |
| 1.00 EA | QD3800 | Qomo-Digital Doc Camera HDMI | 1,596.00 | 1,596.00 |
| 2.00 EA | *CRESTRON-MOBILE-PRO-G | Apple-Crestron AAP | 99.00 | 198.00 |
| 2.00 EA | IPAD-2 | Apple-iPad2 | 499.00 | 998.00 |
| 2.00 EA | *APPLETV | Apple-AppleTV | 99.00 | 198.00 |
| 4.00 EA | *DIGITAL ADAPTER | Apple-Digital Adapter | 39.00 | 156.00 |
| 4.00 EA | *VGA ADAPTER | Apple-VGA Adapter | 29.00 | 116.00 |
| 4.00 EA | 26-566-03 | Extron-Male to Male VGA Micro HR with | 40.00 | 160.00 |
| 4.00 EA | *26-667-01 | Extron-HDMI Micro/1.5 HDMI Cable 1.5' | 29.00 | 116.00 |
| 5.00 EA | *26-663-12 | Extron-HDMI Micro/12 HDMI Cable 12' | 65.00 | 325.00 |
| 2.00 EA | *26-667-03 | Extron-DHMI Micro/3 HDMI Cable 3' | 38.00 | 76.00 |
| 1.00 EA | *40093 | Cables-To-Go-35' VGA M-M Plenum Cable | 132.00 | 132.00 |
| 1.00 EA | *MK320 | Logitech-Wireless Keyboard/Mouse | 43.00 | 43.00 |
| 1.00 EA | *29144 | Cables-To-Go-5m M/F USB Premium Cable | 12.00 | 12.00 |
| 1.00 EA | *FM116 | Netgear-16-Port Switch | 69.00 | 69.00 |
| 1.00 EA | SALES TAX | Sales Tax | 8,274.00 | 8,274.00 |

SUB-TOTAL \$104,262.00

| | | | |
|------|----------------------------|-----------|-----------|
| 1.00 | Miscellaneous Materials | 3,564.00 | 3,564.00 |
| 1.00 | Freight | 900.00 | 900.00 |
| 1.00 | Bonding | 2,345.00 | 2,345.00 |
| 1.00 | Engineering | 2,810.00 | 2,810.00 |
| 1.00 | Programming & Training | 2,960.00 | 2,960.00 |
| 1.00 | Installation & Integration | 10,170.00 | 10,170.00 |
| 1.00 | Warranty | 1,600.00 | 1,600.00 |

SUB-TOTAL \$24,349.00

TOTAL \$128,611.00

Submitted by:

Bill, Gorham

Dascom Systems Group, LLC

2415 Ventura Drive

Woodbury, MN 55125

Phone: 651-789-4466

Fax: 651-578-2555

Email: bgorham@dascom-systems.com

Web Site: www.dascom-systems.com

Attached general terms & conditions are an integral part of this proposal.

Warranty: 1-Year On-Site Hardware and Labor

Freight: Included

Sales Tax: Included

Accepted by:

Authorized Signature: _____

Printed Name: _____

Title: _____

P.O. Number _____

Date: _____

Scope of Work

Audio Visual Systems Biotechnology Advancement Center Worthington, MN

Dascom's systems design is based on information gathered from the bid documents, addendum and pre-bid conference on May 3, 2012. Every effort has been taken to choose technologies that support the Green/Energy Efficient practices and applied these principles to Dascom's design.

The Scope of Work is detailed in to the following sections; Audio, Video, Videoconferencing, Control, and peripherals.

Audio

- At the core of the audio system is a Digital Signal Processor, DSP, which will mix and distribute all the audio sources to their proper destination. Audio sources being microphones, program audio from PCs, audio conferencing and videoconferencing. The DSP will be configured to allow for room separation (audio follow video) or combining in the three Training Rooms.
- Audio Conferencing is a built-in feature of the DSP. There are two audio conferencing inputs lines, one for the Conference Room and the other for the Training Room.
- The audio system will have two sets of microphones; Training Room and Conference Room. The Training Room has 8 wireless microphones and the Conference Room 4 wireless microphones. The Training Room microphones has one Countryman style microphone for a presenter to wear and the remaining 7 microphones are boundary style microphones for table/user use. The Conference Room has 2 Omnidirection table microphones and 2 boundary microphones. The control system offers the user an option to use the Conference Room microphones in the Training Room when needed.
- Because of the low ceiling, 8', Dascom has chosen a ceiling speaker that replaces a 2'x2' ceiling tile with a wide-dispersion speaker. These speakers are designed for ceiling of less than 9'.
- Audio to follow Video. The audio system will section the speakers into four separate zones. Training Room Section 1, 2, 3 and Conference Room. The Training Room audio can be combined when rooms are used in a combined mode. The speaker amplifier is an Energy Star unit.

Video

- Dascom has chosen the LED over LCD technology because of their brightness, clarity, and energy efficiency. The industry standard formula for choosing display size is (Display Height * 6 = Maximum Viewing Distance). A 70" display has a 34" screen height image and the 80" display has a 39" screen height image. The 70" display has a viewing distance of 17' and the 80" display viewing distance of 19.5'. The Training Room's depth is 26' with an estimated back row 6' from the back wall the 80" display is proposed. The Conference Room proposed display is 70". The 80" LED in the Training Room center section is a professional Interactive display.
- A 19" confidence monitor is proposed for the lectern in the Training Room. The monitor will display the same image that is on the front wall(s). When using the document camera or during a videoconference the presenter can continue to look towards the students when looking at the confidence monitor. This feature was not discussed or asked for, but one that Dascom feels is necessary.
- At the lectern there will be a digital document camera with lights for instructor use.
- Inputs from user PC's will be located in each of the three Training Room section and the Conference Room. The wall plates have inputs for both analog (DB-15/VGA + audio) and digital (HDMI). 12' cables from the wall plate to a user PC have been included.
- Two Apple TV units serve as video inputs to the system to support input from iPad units. One unit will be functional in the Conference Room and the other unit in the Center Training Room. iPad input from the two side Training Rooms will be via a VGA or HDMI adapter cables.

Control System

- At center of the control system is an 8 input by 8 output analog/digital processor. The control system converts all video to digital and displays the image on the LEDs via HDMI. All EDID and DHCP protocols are enforced and minimizes connectivity issues.
- Color wall docking wireless control panels will be installed in the Conference Room and center section Training Room. The control panel is an Apple iPad. A graphic interface will be designed to perform the control functions. Tabletop docking/charging stations have been included.
- The two side Training Rooms will have an 8-Button panel to control the LED display, audio levels and input sources.
- iPad control panel functions:
 - LED display On/Off

- Training Center Room Configuration. Individual, Combined, Combined East/Center or Combined West/Center.
 - Program volume control Up/Down/Mute
 - Microphone volume control Up/Down/Mute
 - Input selection DB-15/VGA or HDMI
 - Audio Conferencing. Dial/Hang Up, Volume Control Up/Down/Mute, Flash (If supported by phone system)
 - Videoconferencing functions
- Button Panel Control
 - LED On/Off
 - Input Selection DB-15/VGA or HDMI
 - Program volume control Up/Down/Mute

Videoconferencing

- Two industry standard High Definition codecs are included in Dascom's design. They each support the transmission of video (camera) and content (PC) simultaneously. Included with the codecs is a 1-year next business day hardware replacement, software upgrades and user training. A 3-year contract is available if requested.
- The Training Center videoconferencing system has two High-Definition cameras and the Conference Room one High-Definition camera. To help minimize the exposure of the camera Dascom has include wall recessed camera mounts. Each camera supports pan/tilt/zoom capabilities along with user-defined camera presets.

Peripheral Equipment

- The Training Room center section lectern will have a slide-out self that stores the digital document camera. A 19" LCD confidence monitor on an articulating arm for display content from a user PC, document camera or videoconference images.
- The lectern has two user cables accessible from the work surface, DB15/VGA w/audio and HDMI.
- All the AV equipment will be housed in the Conference Room 3-Bay credenda. Laminate selection is available.
- The equipment bays will have power relay circuits to control individual equipment, on/off, to conserve electrical use.



Bid Opening

Project: Worthington Center
Location: Worthington, MN
Date: Wednesday, May 16, 2012, at 2:00 p.m.
Project Number: 10-12824

| Contractor | Bonds | Add #1 | Add #2 | Base Bid | Alt. #1 |
|----------------------------|-------|--------|--------|--------------|--------------|
| Kue Contractors | X | X | X | \$920,799.00 | \$-24,000.00 |
| Salonek Construction, Inc. | X | X | X | \$876,395.00 | \$-16,500.00 |
| The Joseph Company | X | X | X | \$933,000.00 | \$-24,000.00 |
| Wilcon Construction, Inc. | X | X | X | \$998,700.00 | \$-19,400.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(E) *Distance buffering.* Certain uses and activities are inherently incompatible with other uses and activities and are hereby separated so as to reduce conflict and to maintain amenity as indicated on the Table 4, entitled Required Distance Buffering. ('69 Code, § 7-12.05)

(F) *Landscaping.* Required front yards for all residential districts shall consist of a green space area of not less than 60%. A green space area shall be defined as an area designated for decorative landscaping and/or lawns. Green space shall not include surfaces designed for vehicular and pedestrian movement or other impervious surfaces. All green space areas shall be properly maintained and in well-kept condition. ('69 Code, § 7-12.06)

(G) *Required trash areas.* Except in the case of single family uses, all uses that provide trash or garbage collection areas shall enclose these areas on at least three sides by opaque screening at least six feet in height. The open side of the trash or garbage collection area shall not face any street, or the front yard of any abutting property. ('69 Code, § 7-12.07)

(H) *Exceptions.*

(1) The Administrator may temporarily waive screening requirements for an initial period not to exceed 12 months. Granting of subsequent waivers for periods of no more than one year shall be permitted.

(2) In the event that terrain or other natural features are such that the erection of obscuring greenbelts, walls or fences will not serve the intended purpose, as determined by the Administrator, then no such fences, wall or green belt shall be required.

(3) The Administrator shall be considered an educated observer.
('69 Code, § 7-12.08)

(I) *Nonconforming uses.* The requirements stated in this section shall be subject to the Nonconforming Lots, Uses and Structures provisions stated in §§ 155.200 through 155.205. ('69 Code, § 7-12.09)

(Am. Ord. 889, passed 12-13-99) Penalty, see § 155.999

§ 155.044 PERFORMANCE STANDARDS.

It is the intent of this title that no land or building in any district shall be used or occupied in any manner so as to create any hazard or otherwise objectionable element which will adversely affect the surrounding area or adjoining premises. ('69 Code, § 7-13)

(A) *Performance standards regulations.* The following provisions, standards and specifications shall apply:

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------|---------|----------------------------|--------------------|------------------------|------------------|
| ACE NEON SIGNS AND SERVICE INC | 5/18/12 | LABOR/MATERIAL TO MOVE SIG | ELECTRIC | FA DISTR POLES TOWERS | <u>21,568.00</u> |
| | | | | TOTAL: | 21,568.00 |
| AMERIPRIDE | 5/18/12 | TOWEL SERVICE MAY | MUNICIPAL WASTEWAT | O-PURIFY MISC | <u>70.07</u> |
| | | | | TOTAL: | 70.07 |
| APPEL TROY | 5/18/12 | REIMBURSE | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | <u>21.46</u> |
| | | | | TOTAL: | 21.46 |
| CALVIN BERGER | 5/18/12 | 1/2 YD 2000 LB RED ROCK CO | WATER | O-DIST UNDERGRND LINES | <u>60.00</u> |
| | | | | TOTAL: | 60.00 |
| BORDER STATES ELECTRIC SUPPLY | 5/18/12 | SECONDARY SPLICES | ELECTRIC | M-DISTR UNDERGRND LINE | <u>137.55</u> |
| | | | | TOTAL: | 137.55 |
| COOPERATIVE ENERGY CO | 5/18/12 | OIL FOR STORM LIFT STATION | STORM WATER MANAGE | STORM DRAINAGE | <u>66.26</u> |
| | | | | TOTAL: | 66.26 |
| CUMISKEY MICHAEL | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | <u>59.00</u> |
| | | | | TOTAL: | 59.00 |
| DACOTAH PAPER CO | 5/18/12 | BAGS | LIQUOR | O-GEN MISC | <u>98.62</u> |
| | | | | TOTAL: | 98.62 |
| DONOVAN KEVIN | 5/18/12 | REIMBURSE | ELECTRIC | ADMIN MISC | <u>71.04</u> |
| | | | | TOTAL: | 71.04 |
| DYBEVICK CHRIS | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | <u>10.00</u> |
| | | | | TOTAL: | 10.00 |
| FEDEX | 5/18/12 | SHIPPING FOR TASER | GENERAL FUND | POLICE ADMINISTRATION | <u>9.06</u> |
| | | | | TOTAL: | 9.06 |
| FRONTIER COMMUNICATIONS | 5/18/12 | ICAC REIMBURSED INTERNET A | GENERAL FUND | POLICE ADMINISTRATION | <u>93.94</u> |
| | | | | TOTAL: | 93.94 |
| GAUL TIMOTHY E | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | <u>59.00</u> |
| | | | | TOTAL: | 59.00 |
| GRAHAM TIRE OF WORTHINGTON INC | 5/18/12 | TIRES , SPIN BALANCE | AIRPORT | O-GEN MISC | 307.37 |
| | 5/18/12 | TIRES , SPIN BALANCE | AIRPORT | O-GEN MISC | <u>36.00</u> |
| | | | | TOTAL: | 343.37 |
| GRAINGER INC | 5/18/12 | COMBO CARTRIDGE-BREATHING | MUNICIPAL WASTEWAT | O-PURIFY MISC | 34.46 |
| | 5/18/12 | MASK FACE PIECE-CHLORINE M | MUNICIPAL WASTEWAT | O-PURIFY MISC | <u>71.94</u> |
| | | | | TOTAL: | 106.40 |
| HACH COMPANY | 5/18/12 | 2ML PLASTIC M-FC BROTH-TES | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | <u>858.55</u> |
| | | | | TOTAL: | 858.55 |
| HAWKINS INC | 5/18/12 | CHEMICALS | WATER | O-PURIFY | 9,177.37 |
| | 5/18/12 | 1 TON CHLORINE | WATER | O-PURIFY | <u>738.31</u> |
| | | | | TOTAL: | 9,915.68 |
| HILLESHEIM CHRISTOPHER | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | <u>59.00</u> |
| | | | | TOTAL: | 59.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-----------------------------------|---------|----------------------------|---------------------|------------------------|----------|
| HOFFMAN DAVID | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 59.00 |
| | | | | TOTAL: | 59.00 |
| HONIUS KIRK | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 59.00 |
| | | | | TOTAL: | 59.00 |
| HY-VEE INC-61609 | 5/18/12 | TOILET PAPER-WWTP | MUNICIPAL WASTEWAT | O-PURIFY MISC | 57.16 |
| | | | | TOTAL: | 57.16 |
| INFRARED SERVICES | 5/18/12 | INSPECTIONS & ANALYSIS JBS | ELECTRIC | CUSTOMER INSTALL EXPEN | 2,249.50 |
| | | | | TOTAL: | 2,249.50 |
| JERRY'S AUTO SUPPLY | 5/18/12 | WD40, QUART OF OIL, LUBRIC | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 19.63 |
| | | | | TOTAL: | 19.63 |
| JOSWIAK JOE | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 59.00 |
| | | | | TOTAL: | 59.00 |
| LOCATORS & SUPPLIES INC | 5/18/12 | TRAFFIC CONES | ELECTRIC | O-DISTR MISC | 422.68 |
| | | | | TOTAL: | 422.68 |
| MARCO | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | ENGINEERING ADMIN | 36.49 |
| | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | ECONOMIC DEVELOPMENT | 36.50 |
| | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | SECURITY CENTER | 29.30 |
| | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | SECURITY CENTER | 29.30 |
| | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | SECURITY CENTER | 52.60 |
| | 5/18/12 | MONTHLY COPIER SERVICE | GENERAL FUND | SECURITY CENTER | 52.61 |
| | 5/18/12 | MONTHLY COPIER SERVICE | DATA PROCESSING | COPIER/FAX | 95.29 |
| | | | | TOTAL: | 332.09 |
| MCCUEN, JOSHUA W | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 209.58 |
| | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 452.00 |
| | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 15.01 |
| | | | | TOTAL: | 676.59 |
| MES - MIDAM | 5/18/12 | 50' FIRE HOUSE | MUNICIPAL WASTEWAT | M-PURIFY MISC | 215.54 |
| | | | | TOTAL: | 215.54 |
| MICROBIOLOGICS INC | 5/18/12 | QA TESTS | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 162.65 |
| | | | | TOTAL: | 162.65 |
| MINNESOTA ENERGY RESOURCES CORP | 5/18/12 | GAS SERVICE | GENERAL FUND | PAVED STREETS | 33.13 |
| | 5/18/12 | GAS SERVICE | GENERAL FUND | PAVED STREETS | 11.31 |
| | 5/18/12 | GAS SERVICE | RECREATION | PARK AREAS | 15.29 |
| | 5/18/12 | GAS SERVICE | WATER | O-DISTR MISC | 33.13 |
| | 5/18/12 | GAS SERVICE | WATER | O-DISTR MISC | 5.43 |
| | 5/18/12 | GAS SERVICE | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 11.04 |
| | 5/18/12 | GAS SERVICE | ELECTRIC | O-DISTR MISC | 33.13 |
| | 5/18/12 | GAS SERVICE | ELECTRIC | O-DISTR MISC | 5.88 |
| | 5/18/12 | GAS SERVICE | LIQUOR | O-GEN MISC | 22.63 |
| | 5/18/12 | GAS SERVICE | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 726.00 |
| | | | | TOTAL: | 896.97 |
| MINNESOTA VALLEY TESTING LABS INC | 5/18/12 | TSS TEST | MUNICIPAL WASTEWAT | O-PURIFY MISC | 137.60 |
| | | | | TOTAL: | 137.60 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-----------------------------------|---------|----------------------------|---------------------|------------------------|-----------|
| MISCELLANEOUS V DALE JERRY | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 50.00 |
| FUNK DAVID | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 10.00 |
| JOHNSON DANIEL OR | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 25.00 |
| KOEHN WAYNE | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 15.00 |
| MEWS MARIE WASMUND | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 10.00 |
| PEIL JERRY | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 10.00 |
| ROETHLER JACOB | 5/18/12 | ROETHLER JACOB::REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 75.00 |
| VOSS LYLE | 5/18/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 10.00 |
| | | | | TOTAL: | 205.00 |
| NARTEC INC | 5/18/12 | METH FIELD TEST KITS | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | 161.20 |
| | | | | TOTAL: | 161.20 |
| POST BOARD | 5/18/12 | PALMERSHEIM LICENSE | GENERAL FUND | POLICE ADMINISTRATION | 90.00 |
| | | | | TOTAL: | 90.00 |
| RESCO INC | 5/18/12 | 15KV CABLE | ELECTRIC | FA DISTR UNDRGRND COND | 26,581.95 |
| | | | | TOTAL: | 26,581.95 |
| RUNNINGS SUPPLY INC-ACCT#9502440 | 5/18/12 | BROOM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 16.02 |
| | 5/18/12 | PIPING | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 1.99 |
| | 5/18/12 | COPPER TUBING | STORM WATER MANAGE | STORM DRAINAGE | 12.16 |
| | | | | TOTAL: | 30.17 |
| SCHAAP SANITATION INC | 5/18/12 | MONTHLY GARBAGE SERVICE | RECREATION | PARK AREAS | 560.44 |
| | 5/18/12 | MONTHLY GARBAGE SERVICE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 192.45 |
| | 5/18/12 | MONTHLY GARBAGE SERVICE | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 122.54 |
| | | | | TOTAL: | 875.43 |
| SHINE BROS CORP OF MN | 5/18/12 | REPAIRS | GENERAL FUND | PAVED STREETS | 38.11 |
| | 5/18/12 | PIPE | RECREATION | RECREATION PROGRAMS | 2.39 |
| | | | | TOTAL: | 40.50 |
| STATE OF MN DEPT OF PUBLIC SAFETY | 5/18/12 | HAZARDOUS CHEMICAL INVENTO | INDUSTRIAL WASTEWAT | O-PURIFY MISC | 100.00 |
| | | | | TOTAL: | 100.00 |
| TREASURER OF THE STATE OF IOWA | 5/18/12 | 6/4/12 SHOOTHOUSE | GENERAL FUND | POLICE ADMINISTRATION | 220.00 |
| | | | | TOTAL: | 220.00 |
| VERIZON WIRELESS | 5/18/12 | MONTHLY WIRELESS SERVICE | WATER | O-DISTR MISC | 45.18 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | WATER | O-DISTR MISC | 45.18 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | WATER | O-DISTR MISC | 37.84 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 37.84 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 45.45 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 37.84 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | ELECTRIC | O-DISTR SUPER & ENG | 47.32 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | ELECTRIC | O-DISTR SUPER & ENG | 45.98 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | ELECTRIC | O-DISTR MISC | 37.84 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | ELECTRIC | ADMIN OFFICE SUPPLIES | 73.13 |
| | 5/18/12 | MONTHLY WIRELESS SERVICE | ELECTRIC | ACCTS-METER READING | 35.70 |
| | | | | TOTAL: | 489.30 |
| WAL MART BUSINESS | 5/18/12 | TV FOR MAPPING & SCADA | ELECTRIC | O-DISTR MISC | 751.63 |
| | | | | TOTAL: | 751.63 |
| WALTON DANIEL | 5/18/12 | REIMBURSE | GENERAL FUND | POLICE ADMINISTRATION | 59.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|------------------------|---------|-------------------------|--------------------|------------------------|----------|
| | | | | TOTAL: | 59.00 |
| WELLS FARGO BANK | 5/18/12 | APRIL FOR MAY INSURANCE | GENERAL FUND | NON-DEPARTMENTAL | 1,379.42 |
| | 5/18/12 | APRIL FOR MAY INSURANCE | ELECTRIC | NON-DEPARTMENTAL | 336.94 |
| | | | | TOTAL: | 1,716.36 |
| WORTHINGTON FOOTWEAR | 5/18/12 | STEEL TOED BOOTS | MUNICIPAL WASTEWAT | O-PURIFY MISC | 192.00 |
| | | | | TOTAL: | 192.00 |
| WORTHINGTON POSTMASTER | 5/18/12 | POST OFFICE BOX FEE | ELECTRIC | ACCTS-RECORDS & COLLEC | 176.00 |
| | | | | TOTAL: | 176.00 |
| ZEP SALES & SERVICE | 5/18/12 | CLEANING SUPPLIES | ELECTRIC | O-DISTR MISC | 335.44 |
| | | | | TOTAL: | 335.44 |

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

| | | |
|-----|------------------------|-----------|
| 101 | GENERAL FUND | 3,201.36 |
| 207 | PD TASK FORCE | 182.66 |
| 229 | RECREATION | 578.12 |
| 601 | WATER | 10,142.44 |
| 602 | MUNICIPAL WASTEWATER | 2,162.23 |
| 604 | ELECTRIC | 53,124.71 |
| 605 | INDUSTRIAL WASTEWATER | 100.00 |
| 606 | STORM WATER MANAGEMENT | 78.42 |
| 609 | LIQUOR | 121.25 |
| 612 | AIRPORT | 343.37 |
| 614 | MEMORIAL AUDITORIUM | 848.54 |
| 702 | DATA PROCESSING | 95.29 |

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| GRAND TOTAL: | 70,978.39 |
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| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--|---------|----------------------------|--------------------|------------------------|-----------|
| A & B BUSINESS EQUIPMENT INC | 5/25/12 | COPIER SERVICE | DATA PROCESSING | COPIER/FAX | 133.58 |
| | | | | TOTAL: | 133.58 |
| AMERICAN BOTTLING COMPANY | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 146.76 |
| | | | | TOTAL: | 146.76 |
| AMERICAN ENGINEERING TESTING INC | 5/25/12 | SOILS AND MATERIALS TESTIN | AIRPORT | PROJECT #3 | 330.00 |
| | | | | TOTAL: | 330.00 |
| AMERICAN WATER ENTERPRISES ENVMENTAL M | 5/25/12 | CONTRACT OPERATIONS MARCH | INDUSTRIAL WASTEWA | O-PURIFY MISC | 79,920.45 |
| | | | | TOTAL: | 79,920.45 |
| ANDERSON ALIGNMENT SERVICE | 5/25/12 | OIL CHANGE, GREASE JOB | GENERAL FUND | PAVED STREETS | 82.36 |
| | 5/25/12 | OIL CHANGE, GREASE JOB | GENERAL FUND | PAVED STREETS | 49.69 |
| | 5/25/12 | OIL CHANGE, GREASE JOB | GENERAL FUND | PAVED STREETS | 90.84 |
| | 5/25/12 | SERVICE CALL, ALTERNATOR R | GENERAL FUND | PAVED STREETS | 310.26 |
| | 5/25/12 | SERVICE CALL, ALTERNATOR R | GENERAL FUND | PAVED STREETS | 105.00 |
| | 5/25/12 | MARKER LITES, DOT INSPECTI | GENERAL FUND | ICE AND SNOW REMOVAL | 7.89 |
| | 5/25/12 | MARKER LITES, DOT INSPECTI | GENERAL FUND | ICE AND SNOW REMOVAL | 90.00 |
| | 5/25/12 | OIL CHANGE, GREASE JOB | GENERAL FUND | ICE AND SNOW REMOVAL | 82.36 |
| | 5/25/12 | OIL CHANGE, GREASE JOB | GENERAL FUND | ICE AND SNOW REMOVAL | 49.70 |
| | 5/25/12 | SERVICE CALL, ALTERNATOR R | GENERAL FUND | ICE AND SNOW REMOVAL | 310.26 |
| | 5/25/12 | SERVICE CALL, ALTERNATOR R | GENERAL FUND | ICE AND SNOW REMOVAL | 104.99 |
| | 5/25/12 | REBUILT DISTRIBUTOR, TUNE | RECREATION | PARK AREAS | 538.39 |
| | 5/25/12 | REBUILT DISTRIBUTOR, TUNE | RECREATION | PARK AREAS | 245.00 |
| | 5/25/12 | WIPER BLADES | STORM WATER MANAGE | STREET CLEANING | 10.00 |
| | 5/25/12 | WIPER BLADES | STORM WATER MANAGE | STREET CLEANING | 31.81 |
| | 5/25/12 | OIL CHANGE, HOPPER PIN REP | STORM WATER MANAGE | STREET CLEANING | 116.49 |
| | 5/25/12 | OIL CHANGE, HOPPER PIN REP | STORM WATER MANAGE | STREET CLEANING | 131.43 |
| | 5/25/12 | OIL CHANGE, HOPPER PIN REP | STORM WATER MANAGE | STREET CLEANING | 190.00 |
| | 5/25/12 | CATALYTIC CONVERTER REPAIR | AIRPORT | O-GEN MISC | 18.70 |
| | 5/25/12 | CATALYTIC CONVERTER REPAIR | AIRPORT | O-GEN MISC | 935.97 |
| | 5/25/12 | CATALYTIC CONVERTER REPAIR | AIRPORT | O-GEN MISC | 170.00 |
| | | | | TOTAL: | 3,671.14 |
| APPEL TROY | 5/25/12 | REIMBURSEMENT | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | 84.66 |
| | | | | TOTAL: | 84.66 |
| ARCTIC ICE INC | 5/25/12 | ICE | RECREATION | OLSON PARK CAMPGROUND | 69.75 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 415.50 |
| | 5/25/12 | ICE | LIQUOR | NON-DEPARTMENTAL | 129.00 |
| | | | | TOTAL: | 614.25 |
| BAHRS SMALL ENGINE | 5/25/12 | SHARPEN CHAINS, CHAINS, OI | RECREATION | TREE REMOVAL | 18.12 |
| | 5/25/12 | SHARPEN CHAINS, CHAINS, OI | RECREATION | TREE REMOVAL | 70.00 |
| | 5/25/12 | SHARPEN CHAINS, CHAINS, OI | RECREATION | TREE REMOVAL | 56.76 |
| | 5/25/12 | SHARPEN CHAINS, PARTS | RECREATION | TREE REMOVAL | 31.00 |
| | 5/25/12 | SHARPEN CHAINS, PARTS | RECREATION | TREE REMOVAL | 24.58 |
| | 5/25/12 | SHARPEN CHAINS, PARTS | RECREATION | TREE REMOVAL | 145.88 |
| | | | | TOTAL: | 346.34 |
| BELLBOY CORP | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 1,023.68 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 28.50 |
| | 5/25/12 | FREIGHT | LIQUOR | O-SOURCE MISC | 7.52 |
| | | | | TOTAL: | 1,059.70 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------|---------|----------------------------|--------------------|------------------------|-----------|
| BENTS TRUCKING | 5/25/12 | DELIVER BALL LIME | RECREATION | RECREATION PROGRAMS | 660.77 |
| | | | | TOTAL: | 660.77 |
| BEVERAGE WHOLESALERS INC | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 4,244.89 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 4,800.95 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 390.00 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 318.00 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 6,288.19 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 3,318.95 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 7,535.56 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 431.75 |
| | 5/25/12 | SUPPLIES | LIQUOR | O-GEN MISC | 100.00 |
| | | | | TOTAL: | 27,428.29 |
| BORDER STATES ELECTRIC SUPPLY | 5/25/12 | 15KV CABINETS & SLEEVES | ELECTRIC | FA DISTR UNDRGRND COND | 881.72 |
| | | | | TOTAL: | 881.72 |
| BRAUN LAWN CARE & LANDSCAPING | 5/25/12 | MOWED LAWN 11TH ST & ELEAN | GENERAL FUND | CODE ENFORCEMENT | 60.00 |
| | | | | TOTAL: | 60.00 |
| BTU INC | 5/25/12 | SPRING INSPECTION | GENERAL FUND | GENERAL GOVT BUILDINGS | 219.71 |
| | | | | TOTAL: | 219.71 |
| BURNS LOCK & KEY | 5/25/12 | SERVICE CALL-FILE CABINET | GENERAL FUND | CLERK'S OFFICE | 40.00 |
| | 5/25/12 | KEYS | AIRPORT | O-GEN MISC | 5.34 |
| | | | | TOTAL: | 45.34 |
| C&S CHEMICALS INC | 5/25/12 | 4,184 GALLONS ALUM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 5,209.47 |
| | 5/25/12 | 4,198 GALLONS ALUM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 5,226.90 |
| | | | | TOTAL: | 10,436.37 |
| CHAPULIS BRADLEY | 5/25/12 | REIMBURSE | GENERAL FUND | ECONOMIC DEVELOPMENT | 404.58 |
| | | | | TOTAL: | 404.58 |
| CHEMPOINT.COM | 5/25/12 | WELL SCREEN TREATMENT | WATER | M-SOURCE WELLS & SPRNG | 2,530.00 |
| | | | | TOTAL: | 2,530.00 |
| CHUCK WAGON VENDING INC | 5/25/12 | COFFEE | GENERAL FUND | SECURITY CENTER | 34.00 |
| | 5/25/12 | COFFEE | GENERAL FUND | SECURITY CENTER | 34.00 |
| | | | | TOTAL: | 68.00 |
| CLARK CRAIG | 5/25/12 | REIMBURSE | GENERAL FUND | ADMINISTRATION | 320.01 |
| | | | | TOTAL: | 320.01 |
| COALITION OF GREATER MN CITIES | 5/25/12 | LABOR & EMPLOYEE RELATIONS | GENERAL FUND | ADMINISTRATION | 55.00 |
| | 5/25/12 | LABOR & EMPLOYEE RELATIONS | GENERAL FUND | CLERK'S OFFICE | 55.00 |
| | 5/25/12 | LABOR & EMPLOYEE RELATIONS | GENERAL FUND | ACCOUNTING | 55.00 |
| | 5/25/12 | LABOR & EMPLOYEE RELATIONS | ELECTRIC | ADMIN OFFICE SUPPLIES | 55.00 |
| | | | | TOTAL: | 220.00 |
| COOPERATIVE ENERGY CO | 5/25/12 | UNLEADED GAS | GENERAL FUND | ENGINEERING ADMIN | 30.01 |
| | 5/25/12 | UNLEADED GAS | GENERAL FUND | ENGINEERING ADMIN | 36.00 |
| | 5/25/12 | UNLEADED GAS | GENERAL FUND | ENGINEERING ADMIN | 36.00 |
| | 5/25/12 | UNLEADED GAS #424 | GENERAL FUND | ECONOMIC DEVELOPMENT | 25.07 |
| | 5/25/12 | UNLEADED GAS #424 | GENERAL FUND | ECONOMIC DEVELOPMENT | 35.82 |
| | 5/25/12 | DIESEL #410, 419 | GENERAL FUND | PAVED STREETS | 131.70 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---------------------------------------|---------|----------------------------|---------------------|------------------------|-----------|
| | 5/25/12 | UNLEADED GAS #402 | GENERAL FUND | PAVED STREETS | 46.25 |
| | 5/25/12 | UNLEADED GAS | GENERAL FUND | PAVED STREETS | 77.40 |
| | 5/25/12 | UNLEADED GAS #402 | GENERAL FUND | PAVED STREETS | 20.25 |
| | 5/25/12 | UNLEADED GAS | GENERAL FUND | PAVED STREETS | 53.72 |
| | 5/25/12 | DIESEL | GENERAL FUND | PAVED STREETS | 48.15 |
| | 5/25/12 | UNLEADED GAS | RECREATION | PARK AREAS | 21.01 |
| | 5/25/12 | DIESEL - MOWERS | RECREATION | PARK AREAS | 349.94 |
| | 5/25/12 | UNLEADED GAS-CHAIN SAW | RECREATION | TREE REMOVAL | 3.61 |
| | 5/25/12 | FUEL UNIT 104 | ELECTRIC | O-DISTR UNDERGRND LINE | 105.66 |
| | 5/25/12 | DIESEL #408 | STORM WATER MANAGE | STREET CLEANING | 60.02 |
| | 5/25/12 | AIRPORT DIESEL | AIRPORT | O-GEN MISC | 964.55 |
| | | | | TOTAL: | 2,045.16 |
| CREATIVE PRODUCT SOURCE INC | 5/25/12 | BRDTE SEARCH WARRANT TSHIR | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | 122.50 |
| | | | | TOTAL: | 122.50 |
| CRIMINALISTICS INC | 5/25/12 | K9 DOOR OPENER | GENERAL FUND | POLICE ADMINISTRATION | 563.96 |
| | | | | TOTAL: | 563.96 |
| DAKOTA SUPPLY GROUP INC | 5/25/12 | AIRPORT HANGAR SERVICE LIN | WATER | O-DIST UNDERGRND LINES | 499.60 |
| | | | | TOTAL: | 499.60 |
| DAVIS TYPEWRITER CO INC | 5/25/12 | BLUE PAPER | GENERAL FUND | MAYOR AND COUNCIL | 5.61 |
| | 5/25/12 | POST-ITS | GENERAL FUND | CLERK'S OFFICE | 14.84 |
| | 5/25/12 | BINDING COMBS, PAPER | GENERAL FUND | ENGINEERING ADMIN | 41.64 |
| | 5/25/12 | OFFICE SUPPLIES | GENERAL FUND | PAVED STREETS | 35.78 |
| | 5/25/12 | BLACK IMAGE THERMA | LIQUOR | O-GEN MISC | 173.56 |
| | 5/25/12 | CARTRIDGE | DATA PROCESSING | DATA PROCESSING | 105.87 |
| | | | | TOTAL: | 377.30 |
| DEWILD GRANT RECKERT AND ASSOC | 5/25/12 | PROFESSIONAL SERVICES | ELECTRIC | FA DISTR POLES TOWERS | 9,326.40 |
| | 5/25/12 | PROFESSIONAL SERVICES | ELECTRIC | FA DISTR POLES TOWERS | 1,307.15 |
| | | | | TOTAL: | 10,633.55 |
| ECHO GROUP INC | 5/25/12 | 2ND FLOOR EMERGENCY LIGHT | GENERAL FUND | GENERAL GOVT BUILDINGS | 15.58 |
| | 5/25/12 | SHELTER BULBS | RECREATION | PARK AREAS | 11.03 |
| | 5/25/12 | GARAGE DOOR TRANSMITTER | RECREATION | PARK AREAS | 35.77 |
| | 5/25/12 | GARAGE DOOR TRANSMITTER | RECREATION | PARK AREAS | 143.08 |
| | 5/25/12 | PVC FITTINGS | ELECTRIC | M-DISTR UNDERGRND LINE | 1.91 |
| | 5/25/12 | PVC GLUE | ELECTRIC | M-DISTR UNDERGRND LINE | 166.89 |
| | 5/25/12 | SPLICES | ELECTRIC | M-DISTR UNDERGRND LINE | 253.45 |
| | 5/25/12 | CABLE TIES | ELECTRIC | M-DISTR UNDERGRND LINE | 7.81 |
| | 5/25/12 | PVC | ELECTRIC | M-DISTR UNDERGRND LINE | 18.23 |
| | 5/25/12 | EMERGENCY LIGHT | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 21.00 |
| | 5/25/12 | RECHARGEABLE BATTERY | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 46.75 |
| | 5/25/12 | EMERGENCY LIGHT | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 42.00 |
| | | | | TOTAL: | 763.50 |
| ENVIRONMENTAL EQUIPMENT & SERVICE INC | 5/25/12 | REBUILT CAT 290 WATER PUMP | STORM WATER MANAGE | STREET CLEANING | 929.44 |
| | 5/25/12 | REBUILT CAT 290 WATER PUMP | STORM WATER MANAGE | STREET CLEANING | 22.44 |
| | | | | TOTAL: | 951.88 |
| EVERSTRONG CONSTRUCTION INC | 5/25/12 | AIRPORT HANGAR | AIRPORT | NON-DEPARTMENTAL | 1,861.75- |
| | 5/25/12 | AIRPORT HANGAR | AIRPORT | PROJECT #3 | 37,235.00 |
| | | | | TOTAL: | 35,373.25 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------------|---------|----------------------------|---------------------|------------------------|----------|
| EXTREME BEVERAGE LLC | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 63.50 |
| | | | | TOTAL: | 63.50 |
| FERGUSON ENTERPRISES INC #226 | 5/25/12 | PVC COUPLING | ELECTRIC | M-DISTR UNDERGRND LINE | 28.44 |
| | | | | TOTAL: | 28.44 |
| FERGUSON WATERWORKS INC | 5/25/12 | STAINLESS REPAIR CLAMPS | WATER | M-TRANS MAINS | 185.54 |
| | 5/25/12 | STAINLESS REPAIR CLAMP | WATER | M-TRANS MAINS | 152.36 |
| | 5/25/12 | ZINC ANODE CAPS | WATER | M-TRANS MAINS | 488.65 |
| | | | | TOTAL: | 826.55 |
| FORSGREN ASSOCIATES INC | 5/25/12 | PROFESSIONAL SERVICES | INDUSTRIAL WASTEWA | 2011 INDUSTRIAL WWTP I | 1,795.00 |
| | | | | TOTAL: | 1,795.00 |
| FRONTIER COMMUNICATIONS | 5/25/12 | PHONE SERVICE | GENERAL FUND | MAYOR AND COUNCIL | 67.41 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | ADMINISTRATION | 336.31 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | CLERK'S OFFICE | 176.81 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | ACCOUNTING | 64.01 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | ENGINEERING ADMIN | 224.86 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | ECONOMIC DEVELOPMENT | 120.67 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | OTHER GEN GOVT MISC | 23.57 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | FIRE ADMINISTRATION | 127.32 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | PAVED STREETS | 191.03 |
| | 5/25/12 | PHONE SERVICE | GENERAL FUND | COMMUNITY CENTER | 122.43 |
| | 5/25/12 | PHONE SERVICE | RECREATION | GOLF COURSE-CLUBHOUSE | 149.31 |
| | 5/25/12 | PHONE SERVICE | RECREATION | GOLF COURSE-GREEN | 78.72 |
| | 5/25/12 | PHONE SERVICE | RECREATION | PARK AREAS | 145.52 |
| | 5/25/12 | FIRE ALARMS | ECONOMIC DEV AUTHO | TRAINING/TESTING CENTE | 73.03 |
| | 5/25/12 | PHONE SERVICE | WATER | O-PUMPING | 72.37 |
| | 5/25/12 | PHONE SERVICE | WATER | O-PURIFY MISC | 60.00 |
| | 5/25/12 | PHONE SERVICE | WATER | O-DISTR STORAGE | 38.02 |
| | 5/25/12 | PHONE SERVICE | WATER | O-DISTR MISC | 50.33 |
| | 5/25/12 | PHONE SERVICE | WATER | ADMIN OFFICE SUPPLIES | 24.65 |
| | 5/25/12 | PHONE SERVICE | WATER | ACCTS-RECORDS & COLLEC | 83.52 |
| | 5/25/12 | PHONE SERVICE | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 210.21 |
| | 5/25/12 | PHONE SERVICE | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 24.73 |
| | 5/25/12 | PHONE SERVICE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 43.97 |
| | 5/25/12 | PHONE SERVICE | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES | 24.65 |
| | 5/25/12 | PHONE SERVICE | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 91.11 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | O-SOURCE MISC | 61.68 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | O-DISTR SUPER & ENG | 52.88 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | O-DISTR MISC | 142.51 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | M-DISTR STATION EQUIPM | 19.01 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | ADMIN OFFICE SUPPLIES | 65.09 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | ACCTS-RECORDS & COLLEC | 220.46 |
| | 5/25/12 | PHONE SERVICE | ELECTRIC | ACCTS-ASSISTANCE | 39.43 |
| | 5/25/12 | PHONE SERVICE | LIQUOR | O-GEN MISC | 168.25 |
| | 5/25/12 | PHONE SERVICE | AIRPORT | O-GEN MISC | 81.81 |
| | 5/25/12 | PHONE SERVICE | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 78.46 |
| | 5/25/12 | PHONE SERVICE | DATA PROCESSING | DATA PROCESSING | 120.46 |
| | 5/25/12 | PHONE SERVICE | DATA PROCESSING | COPIER/FAX | 22.47 |
| | | | | TOTAL: | 3,697.07 |
| GOPHER STAGE LIGHTING | 5/25/12 | SOCKET ASSY, LENS RING, KN | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 38.92 |
| | | | | TOTAL: | 38.92 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--|---------|-----------------------|---------------------|-----------------------|-----------|
| GRAHAM TIRE OF WORTHINGTON INC | 5/25/12 | NEW TIRES ON 39 | GENERAL FUND | POLICE ADMINISTRATION | 384.54 |
| | 5/25/12 | NEW TIRES ON 39 | GENERAL FUND | POLICE ADMINISTRATION | 155.95 |
| | 5/25/12 | TIRE REPAIR | RECREATION | GOLF COURSE-GREEN | 14.00 |
| | 5/25/12 | TIRE REPAIR | RECREATION | PARK AREAS | 14.00 |
| | | | | TOTAL: | 568.49 |
| GRAINGER INC | 5/25/12 | FLOOR TAPE-FIRE AISLE | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 46.90 |
| | | | | TOTAL: | 46.90 |
| HAFFIELD DWAYNE | 5/25/12 | REIMBURSE | GENERAL FUND | ENGINEERING ADMIN | 103.23 |
| | | | | TOTAL: | 103.23 |
| HAGEN BEVERAGE DISTRIBUTING INC | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 2,251.05 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 96.00 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 113.75 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 8,101.00 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 106.70 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 1,797.45 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 15,510.25 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 45.00 |
| | 5/25/12 | WATER | LIQUOR | O-GEN MISC | 71.00 |
| | | | | TOTAL: | 28,092.20 |
| HOPE HAVEN INC | 5/25/12 | LATH, STAKES | STORM WATER MANAGE | PROJECT #3 | 28.70 |
| | | | | TOTAL: | 28.70 |
| INTERNATIONAL INST OF MUNICIPAL CLERKS | 5/25/12 | OBERLOH MEMBERSHIP | GENERAL FUND | CLERK'S OFFICE | 135.00 |
| | 5/25/12 | EGGERS MEMBERSHIP | GENERAL FUND | CLERK'S OFFICE | 75.00 |
| | | | | TOTAL: | 210.00 |
| INTL UNION LOCAL #49 | 5/25/12 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 68.13 |
| | 5/25/12 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 49.68 |
| | 5/25/12 | UNION DUES | RECREATION | NON-DEPARTMENTAL | 37.29 |
| | 5/25/12 | UNION DUES | RECREATION | NON-DEPARTMENTAL | 42.78 |
| | 5/25/12 | UNION DUES | IMPROVEMENT CONST | NON-DEPARTMENTAL | 11.28 |
| | 5/25/12 | UNION DUES | IMPROVEMENT CONST | NON-DEPARTMENTAL | 14.07 |
| | 5/25/12 | UNION DUES | WATER | NON-DEPARTMENTAL | 95.07 |
| | 5/25/12 | UNION DUES | WATER | NON-DEPARTMENTAL | 90.05 |
| | 5/25/12 | UNION DUES | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 94.27 |
| | 5/25/12 | UNION DUES | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 93.62 |
| | 5/25/12 | UNION DUES | INDUSTRIAL WASTEWA | NON-DEPARTMENTAL | 0.51 |
| | 5/25/12 | UNION DUES | STORM WATER MANAGE | NON-DEPARTMENTAL | 9.91 |
| | 5/25/12 | UNION DUES | STORM WATER MANAGE | NON-DEPARTMENTAL | 22.58 |
| | 5/25/12 | UNION DUES | AIRPORT | NON-DEPARTMENTAL | 3.54 |
| | 5/25/12 | UNION DUES | AIRPORT | NON-DEPARTMENTAL | 7.22 |
| | | | | TOTAL: | 640.00 |
| JACKS UNIFORMS & EQUIPMENT | 5/25/12 | UNIFORMS | GENERAL FUND | POLICE ADMINISTRATION | 318.74 |
| | 5/25/12 | CLIP-ON BADGE HOLDER | GENERAL FUND | POLICE ADMINISTRATION | 8.95 |
| | | | | TOTAL: | 327.69 |
| JAYCOX IMPLEMENT INC | 5/25/12 | TILLER PARTS | RECREATION | PARK AREAS | 211.47 |
| | | | | TOTAL: | 211.47 |
| JERRY'S AUTO SUPPLY | 5/25/12 | PAINT | GENERAL FUND | PAVED STREETS | 11.73 |
| | 5/25/12 | BULBS | GENERAL FUND | PAVED STREETS | 1.81 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------------|---------|----------------------------|---------------------|-----------------------|-----------|
| | | | | TOTAL: | 13.54 |
| JOHNSON BROTHERS LIQUOR CO | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 8,078.88 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 2,141.75 |
| | 5/25/12 | BEER | LIQUOR | NON-DEPARTMENTAL | 314.85 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 2,127.77 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 905.60 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 1,114.65 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 890.00 |
| | 5/25/12 | WINE CREDIT | LIQUOR | NON-DEPARTMENTAL | 79.10- |
| | | | | TOTAL: | 15,494.40 |
| THE JOSEPH COMPANY INC | 5/25/12 | MEMORIAL AUDITORIUM | EVENT CENTER/AUDIT | NON-DEPARTMENTAL | 5,000.00 |
| | 5/25/12 | MEMORIAL AUDITORIUM | EVENT CENTER/AUDIT | MEMORIAL AUDITORIUM | 395.00- |
| | | | | TOTAL: | 4,605.00 |
| KM GRAPHICS | 5/25/12 | FACT SHEETS | STORM WATER MANAGE | STORM DRAINAGE | 1,582.55 |
| | | | | TOTAL: | 1,582.55 |
| LAMBERT EVELYN | 5/25/12 | PAYMENT PER SNOW POLICY-MA | GENERAL FUND | ICE AND SNOW REMOVAL | 40.00 |
| | | | | TOTAL: | 40.00 |
| LAMPERTS YARDS INC-2602004 | 5/25/12 | 2X4 | GENERAL FUND | PAVED STREETS | 5.03 |
| | 5/25/12 | PLAYGROUNDS | RECREATION | PARK AREAS | 38.43 |
| | 5/25/12 | PLAYGROUNDS | RECREATION | PARK AREAS | 30.20 |
| | 5/25/12 | PLAYGROUNDS | RECREATION | PARK AREAS | 20.14 |
| | 5/25/12 | AIRPORT STORM DAMAGE | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 276.42 |
| | | | | TOTAL: | 370.22 |
| LAW ENF LABOR SERV INC #4 | 5/25/12 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 448.93 |
| | 5/25/12 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 448.93 |
| | | | | TOTAL: | 897.86 |
| LAWNS PLUS | 5/25/12 | LAWN SERVICE 4/26/12 | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 64.13 |
| | | | | TOTAL: | 64.13 |
| LIBERTY BANK AND TRUST | 5/25/12 | GOLF CART LEASE | RECREATION | GOLF COURSE-CLUBHOUSE | 2,451.48 |
| | | | | TOTAL: | 2,451.48 |
| LORI'S COUNTRY GARDENS | 5/25/12 | TILLER RENTAL | GENERAL FUND | ICE AND SNOW REMOVAL | 32.06 |
| | | | | TOTAL: | 32.06 |
| MALTERS SHEPHERD & VON HOLTUM | 5/25/12 | LEGAL FEES | GENERAL FUND | CITY ATTORNEY | 2,264.97 |
| | 5/25/12 | LEGAL FEES | GENERAL FUND | CITY ATTORNEY | 156.98 |
| | 5/25/12 | REVIEW OF GRE INTERCONNECT | ELECTRIC | PROFESSIONAL SERVICES | 149.50 |
| | | | | TOTAL: | 2,571.45 |
| MATHESON TRI-GAS INC | 5/25/12 | FACESHIELD | GENERAL FUND | PAVED STREETS | 27.88 |
| | 5/25/12 | STEEL | GENERAL FUND | PAVED STREETS | 41.27 |
| | 5/25/12 | DRILL BITS, GRINDER | RECREATION | GOLF COURSE-GREEN | 151.46 |
| | | | | TOTAL: | 220.61 |
| MEAD & HUNT INC | 5/25/12 | PROFESSIONAL FEES | AIRPORT | PROJECT #7 | 2,880.64 |
| | | | | TOTAL: | 2,880.64 |
| MINNESOTA BENEFIT ASSOCIATION | 5/25/12 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 68.46 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---------------------------------|---------|-------------|--------------------|-----------------------|----------|
| | 5/25/12 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 67.30 |
| | 5/25/12 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 59.19 |
| | 5/25/12 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 57.97 |
| | 5/25/12 | INSURANCE | GENERAL FUND | MAYOR AND COUNCIL | 314.84 |
| | 5/25/12 | INSURANCE | GENERAL FUND | ACCOUNTING | 313.84 |
| | 5/25/12 | INSURANCE | GENERAL FUND | POLICE ADMINISTRATION | 177.34 |
| | 5/25/12 | INSURANCE | GENERAL FUND | PAVED STREETS | 36.01 |
| | 5/25/12 | INSURANCE | GENERAL FUND | CODE ENFORCEMENT | 193.34 |
| | 5/25/12 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 27.92 |
| | 5/25/12 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 27.96 |
| | 5/25/12 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 3.31 |
| | 5/25/12 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 3.36 |
| | 5/25/12 | INSURANCE | RECREATION | PARK AREAS | 193.34 |
| | 5/25/12 | MN BENEFITS | WATER | NON-DEPARTMENTAL | 13.21 |
| | 5/25/12 | MN BENEFITS | WATER | NON-DEPARTMENTAL | 13.21 |
| | 5/25/12 | INSURANCE | WATER | O-PUMPING | 48.46 |
| | 5/25/12 | INSURANCE | WATER | O-PURIFY LABOR | 80.07 |
| | 5/25/12 | INSURANCE | WATER | O-DISTR MISC | 37.93 |
| | 5/25/12 | INSURANCE | WATER | M-TRANS MAINS | 26.87 |
| | 5/25/12 | INSURANCE | WATER | GENERAL ADMIN | 31.33 |
| | 5/25/12 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 61.40 |
| | 5/25/12 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 61.53 |
| | 5/25/12 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 67.66 |
| | 5/25/12 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 67.78 |
| | 5/25/12 | INSURANCE | MUNICIPAL WASTEWAT | O-PURIFY LABOR | 96.92 |
| | 5/25/12 | INSURANCE | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 0.01 |
| | 5/25/12 | INSURANCE | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 96.92 |
| | 5/25/12 | INSURANCE | MUNICIPAL WASTEWAT | GENERAL ADMIN | 25.06 |
| | 5/25/12 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 37.22 |
| | 5/25/12 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 37.22 |
| | 5/25/12 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 2.92 |
| | 5/25/12 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 2.92 |
| | 5/25/12 | INSURANCE | ELECTRIC | O-SOURCE SUPER & ENG | 9.76 |
| | 5/25/12 | INSURANCE | ELECTRIC | O-DISTR SUPER & ENG | 175.66 |
| | 5/25/12 | INSURANCE | ELECTRIC | M-SOURCE SUPER & ENF | 9.76 |
| | 5/25/12 | INSURANCE | ELECTRIC | GENERAL ADMIN | 152.45 |
| | 5/25/12 | MN BENEFITS | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.35 |
| | 5/25/12 | MN BENEFITS | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.22 |
| | 5/25/12 | MN BENEFITS | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.21 |
| | 5/25/12 | MN BENEFITS | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.09 |
| | 5/25/12 | INSURANCE | STORM WATER MANAGE | STREET CLEANING | 324.00 |
| | 5/25/12 | MN BENEFITS | LIQUOR | NON-DEPARTMENTAL | 25.55 |
| | 5/25/12 | MN BENEFITS | LIQUOR | NON-DEPARTMENTAL | 25.55 |
| | 5/25/12 | MN BENEFITS | AIRPORT | NON-DEPARTMENTAL | 1.96 |
| | 5/25/12 | MN BENEFITS | AIRPORT | NON-DEPARTMENTAL | 3.08 |
| | 5/25/12 | MN BENEFITS | AIRPORT | NON-DEPARTMENTAL | 2.05 |
| | 5/25/12 | MN BENEFITS | AIRPORT | NON-DEPARTMENTAL | 3.22 |
| | 5/25/12 | MN BENEFITS | DATA PROCESSING | NON-DEPARTMENTAL | 10.21 |
| | 5/25/12 | MN BENEFITS | DATA PROCESSING | NON-DEPARTMENTAL | 10.21 |
| | 5/25/12 | INSURANCE | DATA PROCESSING | DATA PROCESSING | 80.35 |
| | | | | TOTAL: | 3,195.50 |
| MINNESOTA ENERGY RESOURCES CORP | 5/25/12 | GAS SERVICE | RECREATION | PARK AREAS | 14.57 |
| | 5/25/12 | GAS SERVICE | RECREATION | PARK AREAS | 110.63 |
| | | | | TOTAL: | 125.20 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-----------------------------------|---------|----------------------------|--------------------|------------------------|----------|
| MINNESOTA VALLEY TESTING LABS INC | 5/25/12 | TESTING | AIRPORT | O-GEN MISC | 306.00 |
| | | | | TOTAL: | 306.00 |
| MISCELLANEOUS V BEMAN JEFF | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 100.00 |
| BERGARA ANA P | 5/25/12 | REFUND OF CREDITS-ACCTS FI | WATER | NON-DEPARTMENTAL | 17.95 |
| BERGARA ANA P | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | NON-DEPARTMENTAL | 225.00 |
| BERGARA ANA P | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.09 |
| ESHLEMAN GERALDA | 5/25/12 | REFUND OF CREDITS-ACCTS FI | GENERAL FUND | NON-DEPARTMENTAL | 10.19 |
| ESHLEMAN GERALDA | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | NON-DEPARTMENTAL | 1.70 |
| ESHLEMAN GERALDA | 5/25/12 | REFUND OF CREDITS-ACCTS FI | GARBAGE COLLECTION | NON-DEPARTMENTAL | 6.85 |
| EVERS JAIME J | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 34.58 |
| EVERS JAIME J | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| GREENTREE SERVICING LL | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | NON-DEPARTMENTAL | 27.87 |
| GREENTREE SERVICING LL | 5/25/12 | REFUND OF CREDITS-ACCTS FI | STORM WATER MANAGE | NON-DEPARTMENTAL | 0.23 |
| GREENTREE SERVICING LL | 5/25/12 | REFUND OF CREDITS-ACCTS FI | STREET LIGHTING | NON-DEPARTMENTAL | 10.82 |
| JOHNSON CAMERON M | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | NON-DEPARTMENTAL | 38.87 |
| JOHNSON CAMERON M | 5/25/12 | REFUND OF CREDITS-ACCTS FI | GARBAGE COLLECTION | NON-DEPARTMENTAL | 43.59 |
| JOHNSON DEAN | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 100.00 |
| JONES SANDRA | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 15.00 |
| KINLEY JOE & PATSY | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 250.00 |
| LOPEZ KIMBERLY & MARTI | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | NON-DEPARTMENTAL | 148.77 |
| LOPEZ KIMBERLY & MARTI | 5/25/12 | REFUND OF CREDITS-ACCTS FI | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.09 |
| MADRIGAL ASHLEY | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 23.50 |
| MADRIGAL ASHLEY | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.05 |
| MC ELROY RAYVON | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 7.05 |
| MC ELROY RAYVON | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.05 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | WATER | NON-DEPARTMENTAL | 45.00 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | WATER | ACCTS-RECORDS & COLLEC | 0.02 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 10.60 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 0.02 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 95.00 |
| MEH KO | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| MILBRATH MAGHAN S | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 79.72 |
| MILBRATH MAGHAN S | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.05 |
| MUNIZ JUANA | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 50.00 |
| NELSON MARK | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 25.00 |
| PRINS TIM | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 25.00 |
| RUESCH LEONARD | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 200.00 |
| STUTZ JAMES | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 70.63 |
| STUTZ JAMES | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.05 |
| VARGAS MARTIN | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 50.00 |
| WELCH RUTH | 5/25/12 | CUSTOMER REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 15.00 |
| ZUNO MARIA | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | NON-DEPARTMENTAL | 29.26 |
| ZUNO MARIA | 5/25/12 | REFUND OF DEPOSITS-ACCTS F | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| | | | | TOTAL: | 1,757.72 |
| MISSOURI RIVER ENERGY SERVICES | 5/25/12 | MRES ANNUAL MEETING-5 PEOP | ELECTRIC | ADMIN OFFICE SUPPLIES | 50.00 |
| | 5/25/12 | MRES ANNUAL MEETING-5 PEOP | ELECTRIC | ADMIN MISC | 200.00 |
| | | | | TOTAL: | 250.00 |
| MN CHILD SUPPORT PAYMENT CTR | 5/25/12 | GARNISHMENT | GENERAL FUND | NON-DEPARTMENTAL | 369.17 |
| | 5/25/12 | GARNISHMENT | WATER | NON-DEPARTMENTAL | 294.46 |
| | | | | TOTAL: | 663.63 |
| MTI DISTRIBUTING INC | 5/25/12 | PARTS FOR 4700-D | RECREATION | GOLF COURSE-GREEN | 158.10 |
| | 5/25/12 | MODEM | RECREATION | GOLF COURSE-GREEN | 449.01 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---------------------------------|---------|----------------------------|--------------------|------------------------|-----------|
| | 5/25/12 | 8" WHEEL ASM | RECREATION | PARK AREAS | 257.84 |
| | | | | TOTAL: | 864.95 |
| MURRAY COUNTY SHERIFFS OFFICE | 5/25/12 | REIMBURSE PAYPAL FEES | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | 6.64 |
| | 5/25/12 | 1ST QTR REIMBURSEMENT (LEW | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | 12,500.00 |
| | | | | TOTAL: | 12,506.64 |
| NCPERS MINNESOTA 851801 | 5/25/12 | LIFE INS | GENERAL FUND | NON-DEPARTMENTAL | 115.77 |
| | 5/25/12 | LIFE INS | GENERAL FUND | NON-DEPARTMENTAL | 117.10 |
| | 5/25/12 | MAY 2012 INSURANCE | GENERAL FUND | NON-DEPARTMENTAL | 32.00 |
| | 5/25/12 | LIFE INSURANCE | GENERAL FUND | POLICE ADMINISTRATION | 16.00 |
| | 5/25/12 | LIFE INS | RECREATION | NON-DEPARTMENTAL | 20.47 |
| | 5/25/12 | LIFE INS | RECREATION | NON-DEPARTMENTAL | 18.04 |
| | 5/25/12 | LIFE INS | PIR/TRUNKS | NON-DEPARTMENTAL | 1.40 |
| | 5/25/12 | LIFE INS | PIR/TRUNKS | NON-DEPARTMENTAL | 1.73 |
| | 5/25/12 | LIFE INS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 5.64 |
| | 5/25/12 | LIFE INS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 7.04 |
| | 5/25/12 | LIFE INS | WATER | NON-DEPARTMENTAL | 24.73 |
| | 5/25/12 | LIFE INS | WATER | NON-DEPARTMENTAL | 22.31 |
| | 5/25/12 | LIFE INS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 25.36 |
| | 5/25/12 | LIFE INS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 24.93 |
| | 5/25/12 | LIFE INS | ELECTRIC | NON-DEPARTMENTAL | 21.84 |
| | 5/25/12 | LIFE INS | ELECTRIC | NON-DEPARTMENTAL | 21.79 |
| | 5/25/12 | LIFE INS | INDUSTRIAL WASTEWA | NON-DEPARTMENTAL | 0.25 |
| | 5/25/12 | LIFE INS | STORM WATER MANAGE | NON-DEPARTMENTAL | 0.19 |
| | 5/25/12 | LIFE INS | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.91 |
| | 5/25/12 | LIFE INS | LIQUOR | NON-DEPARTMENTAL | 8.00 |
| | 5/25/12 | LIFE INS | LIQUOR | NON-DEPARTMENTAL | 8.00 |
| | 5/25/12 | LIFE INS | AIRPORT | NON-DEPARTMENTAL | 0.35 |
| | 5/25/12 | LIFE INS | AIRPORT | NON-DEPARTMENTAL | 0.15 |
| | 5/25/12 | LIFE INS | DATA PROCESSING | NON-DEPARTMENTAL | 16.00 |
| | 5/25/12 | LIFE INS | DATA PROCESSING | NON-DEPARTMENTAL | 16.00 |
| | | | | TOTAL: | 528.00 |
| NEW VISION CO-OP | 5/25/12 | 5 TONS UREA | RECREATION | GOLF COURSE-GREEN | 3,484.39 |
| | | | | TOTAL: | 3,484.39 |
| NOBLE INDUSTRIAL SUPPLY CORP | 5/25/12 | HIGH EXPANSION FOAM | GENERAL FUND | FIRE ADMINISTRATION | 3,148.32 |
| | | | | TOTAL: | 3,148.32 |
| NOBLES COUNTY AUDITOR/TREASURER | 5/25/12 | LEASE PAYMENT UTILITIES | WATER | O-DISTR RENTS | 145.42 |
| | 5/25/12 | LEASE PAYMENT UTILITIES | WATER | ADMIN RENT | 290.83 |
| | 5/25/12 | LEASE PAYMENT UTILITIES | MUNICIPAL WASTEWAT | O-PURIFY MISC | 116.33 |
| | 5/25/12 | LEASE PAYMENT UTILITIES | MUNICIPAL WASTEWAT | ADMIN RENT | 232.66 |
| | 5/25/12 | LEASE PAYMENT UTILITIES | ELECTRIC | O-DISTR RENTS | 697.99 |
| | 5/25/12 | LEASE PAYMENT UTILITIES | ELECTRIC | ADMIN RENT | 1,425.08 |
| | | | | TOTAL: | 2,908.31 |
| NOBLES COUNTY HIGHWAY DEPT | 5/25/12 | APRIL FUEL | GENERAL FUND | ENGINEERING ADMIN | 317.08 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | ECONOMIC DEVELOPMENT | 96.73 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | POLICE ADMINISTRATION | 5,527.92 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | POLICE ADMINISTRATION | 246.33 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | REGULATE LAWFUL GAMBLE | 67.33 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | PAVED STREETS | 1,451.89 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | TRASH PICKUP | 608.00 |
| | 5/25/12 | APRIL FUEL | GENERAL FUND | CODE ENFORCEMENT | 222.43 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------------------|---------|--|---------------------|------------------------|-----------|
| | 5/25/12 | APRIL FUEL | RECREATION | GOLF COURSE-GREEN | 352.18 |
| | 5/25/12 | APRIL FUEL | RECREATION | PARK AREAS | 1,154.75 |
| | 5/25/12 | APRIL FUEL | WATER | O-PUMPING | 448.73 |
| | 5/25/12 | APRIL FUEL | WATER | M-TRANS MAINS | 622.38 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 432.08 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 93.14 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | O-PURIFY MISC | 191.95 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | O-PURIFY MISC | 71.07 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 141.36 |
| | 5/25/12 | APRIL FUEL | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 131.53 |
| | 5/25/12 | APRIL FUEL | ELECTRIC | O-DISTR UNDERGRND LINE | 1,529.84 |
| | 5/25/12 | APRIL FUEL | STORM WATER MANAGE | STREET CLEANING | 1,243.18 |
| | | | | TOTAL: | 14,949.90 |
| NOBLES COUNTY SHERIFF | 5/25/12 | 1ST QTR REIMBURSEMENT (KRU PD TASK FORCE | | BUFFALO RIDGE DRUG TAS | 12,500.00 |
| | | | | TOTAL: | 12,500.00 |
| NORCOSTCO INC | 5/25/12 | ADAPTER PIN | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 40.85 |
| | 5/25/12 | ROSCOLUX-ROSE TINT | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 44.56 |
| | | | | TOTAL: | 85.41 |
| PAUSTIS & SONS | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 204.00 |
| | | | | TOTAL: | 204.00 |
| PEPSI COLA BOTTLING CO | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 52.00 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 53.90 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 166.00 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 66.90 |
| | | | | TOTAL: | 338.80 |
| PETERSEN CLEANING & SUPPLY | 5/25/12 | CLEANING 5/2-5/12 | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 497.50 |
| | | | | TOTAL: | 497.50 |
| PHILLIPS WINE & SPIRITS INC | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 3,661.13 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 749.95 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 2,463.59 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 2,390.65 |
| | | | | TOTAL: | 9,265.32 |
| PIPESTONE COUNTY SHERIFF OFFICE | 5/25/12 | 1ST QTR REIMBURSEMENT (DEN PD TASK FORCE | | BUFFALO RIDGE DRUG TAS | 12,500.00 |
| | | | | TOTAL: | 12,500.00 |
| PRO CUT LAWN & HYDROSEEDING SERVICE | 5/25/12 | OVERSEED & FERTILIZER | RECREATION | RECREATION PROGRAMS | 1,500.00 |
| | 5/25/12 | OVERSEED & FERTILIZER | RECREATION | PARK AREAS | 1,320.00 |
| | | | | TOTAL: | 2,820.00 |
| PUBLIC SAFETY EQUIPMENT LLC | 5/25/12 | CERTIFICATION-RADAR UNITS | GENERAL FUND | POLICE ADMINISTRATION | 378.00 |
| | | | | TOTAL: | 378.00 |
| R & R PRODUCTS INC | 5/25/12 | ROLLERS FOR 4700-D | RECREATION | GOLF COURSE-GREEN | 495.11 |
| | | | | TOTAL: | 495.11 |
| RACOM CORP | 5/25/12 | SERVICE | GENERAL FUND | FIRE ADMINISTRATION | 102.20 |
| | | | | TOTAL: | 102.20 |
| RADIO WORKS LLC | 5/25/12 | TRASH PICKUP ADS-KUSQ FM | GENERAL FUND | TRASH PICKUP | 175.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|----------------------------------|---------|----------------------------|--------------------|-----------------------|----------|
| | 5/25/12 | TRASH PICKUP KITN FM | GENERAL FUND | TRASH PICKUP | 175.00 |
| | 5/25/12 | TRASH PICKUP KWOA AM | GENERAL FUND | TRASH PICKUP | 175.00 |
| | 5/25/12 | TRASH PICKUP KZTP FM | GENERAL FUND | TRASH PICKUP | 175.00 |
| | | | | TOTAL: | 700.00 |
| RDJ SPECIALTIES INC | 5/25/12 | PROMO ITEMS | GENERAL FUND | FIRE ADMINISTRATION | 654.66 |
| | | | | TOTAL: | 654.66 |
| RUFFRIDGE JOHNSON EQUIP CO INC | 5/25/12 | PARTS | STORM WATER MANAGE | STREET CLEANING | 772.63 |
| | 5/25/12 | IMPELLER | STORM WATER MANAGE | STREET CLEANING | 3,266.72 |
| | | | | TOTAL: | 4,039.35 |
| RUNNINGS SUPPLY INC-ACCT#9502485 | 5/25/12 | STREET REPAIR SUPPLIES | GENERAL FUND | PAVED STREETS | 37.60 |
| | 5/25/12 | STREET REPAIR SUPPLIES | GENERAL FUND | PAVED STREETS | 26.69 |
| | 5/25/12 | GRINDER, WHEEL BRUSH | GENERAL FUND | PAVED STREETS | 179.53 |
| | 5/25/12 | POWER CORD | GENERAL FUND | PAVED STREETS | 10.55 |
| | 5/25/12 | CONNECTOR | GENERAL FUND | PAVED STREETS | 12.17 |
| | 5/25/12 | PARTS | GENERAL FUND | PAVED STREETS | 27.75 |
| | 5/25/12 | POLY TARP | GENERAL FUND | PAVED STREETS | 7.47 |
| | 5/25/12 | PARTS | GENERAL FUND | PAVED STREETS | 53.38 |
| | 5/25/12 | PIPE, COUPLING | GENERAL FUND | PAVED STREETS | 9.48 |
| | 5/25/12 | CONCRETE EDGER | GENERAL FUND | PAVED STREETS | 7.47 |
| | 5/25/12 | KNIFE, WRENCH | RECREATION | PARK AREAS | 30.43 |
| | 5/25/12 | STACKABLE TRAY SETS | RECREATION | PARK AREAS | 46.99 |
| | 5/25/12 | RETURNED STACKABLE TRAY SE | RECREATION | PARK AREAS | 23.50 |
| | 5/25/12 | HARDWARE | RECREATION | PARK AREAS | 2.41 |
| | 5/25/12 | AIRPORT HANGER SUPPLIES | AIRPORT | O-GEN MISC | 68.37 |
| | 5/25/12 | AIRPORT STORM DAMAGE | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 109.06 |
| | 5/25/12 | AIRPORT STORM DAMAGE | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 7.68 |
| | 5/25/12 | AIRPORT STORM DAMAGE | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 9.82 |
| | | | | TOTAL: | 623.35 |
| S & K TRUCK LINE INC | 5/25/12 | FREIGHT | LIQUOR | O-SOURCE MISC | 455.65 |
| | | | | TOTAL: | 455.65 |
| SANFORD HEALTH | 5/25/12 | EMPLOYEE PHYSICALS | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 241.25 |
| | | | | TOTAL: | 241.25 |
| SCHOOL DISTRICT #518 | 5/25/12 | REFUND CENTENNIAL DEPOSIT | RECREATION | NON-DEPARTMENTAL | 40.00 |
| | | | | TOTAL: | 40.00 |
| SCHWALBACH ACE HARDWARE-5930 | 5/25/12 | CONCRETE CURE | GENERAL FUND | PAVED STREETS | 37.40 |
| | 5/25/12 | WASHERS-PLAYGROUND EQUIPME | RECREATION | PARK AREAS | 0.86 |
| | 5/25/12 | HAND CLEANER | RECREATION | PARK AREAS | 51.27 |
| | 5/25/12 | WEED/GRASS KILLER | LIQUOR | O-GEN MISC | 6.40 |
| | | | | TOTAL: | 95.93 |
| MICHAEL A SCHWALBACH | 5/25/12 | SENIOR CENTER RENT | GENERAL FUND | COMMUNITY CENTER | 570.00 |
| | | | | TOTAL: | 570.00 |
| SCHWEISS DISTRIBUTING | 5/25/12 | BOTTOM RUBBER SEAL | AIRPORT | O-GEN MISC | 1,014.86 |
| | | | | TOTAL: | 1,014.86 |
| SECURE BENEFITS SYSTEMS CORP | 5/25/12 | ADMIN FEE | GENERAL FUND | NON-DEPARTMENTAL | 65.92 |
| | 5/25/12 | ADMIN FEE | GENERAL FUND | NON-DEPARTMENTAL | 65.04 |
| | 5/25/12 | CHILD CARE | GENERAL FUND | NON-DEPARTMENTAL | 141.66 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------------|---------|--|---------------------|------------------------|----------|
| | 5/25/12 | CHILD CARE | GENERAL FUND | NON-DEPARTMENTAL | 141.66 |
| | 5/25/12 | UNREIMBURSED MEDICAL | GENERAL FUND | NON-DEPARTMENTAL | 2,637.26 |
| | 5/25/12 | UNREIMBURSED MEDICAL | GENERAL FUND | NON-DEPARTMENTAL | 2,640.11 |
| | 5/25/12 | MONTHLY ADMIN FEE | GENERAL FUND | OTHER GEN GOVT MISC | 20.00 |
| | 5/25/12 | ADMIN FEE | RECREATION | NON-DEPARTMENTAL | 6.09 |
| | 5/25/12 | ADMIN FEE | RECREATION | NON-DEPARTMENTAL | 5.68 |
| | 5/25/12 | UNREIMBURSED MEDICAL | RECREATION | NON-DEPARTMENTAL | 251.44 |
| | 5/25/12 | UNREIMBURSED MEDICAL | RECREATION | NON-DEPARTMENTAL | 212.17 |
| | 5/25/12 | ADMIN FEE | PIR/TRUNKS | NON-DEPARTMENTAL | 0.39 |
| | 5/25/12 | ADMIN FEE | PIR/TRUNKS | NON-DEPARTMENTAL | 0.49 |
| | 5/25/12 | UNREIMBURSED MEDICAL | PIR/TRUNKS | NON-DEPARTMENTAL | 79.67 |
| | 5/25/12 | UNREIMBURSED MEDICAL | PIR/TRUNKS | NON-DEPARTMENTAL | 98.17 |
| | 5/25/12 | ADMIN FEE | IMPROVEMENT CONST | NON-DEPARTMENTAL | 2.20 |
| | 5/25/12 | ADMIN FEE | IMPROVEMENT CONST | NON-DEPARTMENTAL | 2.02 |
| | 5/25/12 | UNREIMBURSED MEDICAL | IMPROVEMENT CONST | NON-DEPARTMENTAL | 61.13 |
| | 5/25/12 | UNREIMBURSED MEDICAL | IMPROVEMENT CONST | NON-DEPARTMENTAL | 56.26 |
| | 5/25/12 | ADMIN FEE | WATER | NON-DEPARTMENTAL | 11.61 |
| | 5/25/12 | ADMIN FEE | WATER | NON-DEPARTMENTAL | 11.93 |
| | 5/25/12 | UNREIMBURSED MEDICAL | WATER | NON-DEPARTMENTAL | 604.69 |
| | 5/25/12 | UNREIMBURSED MEDICAL | WATER | NON-DEPARTMENTAL | 613.28 |
| | 5/25/12 | ADMIN FEE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 7.25 |
| | 5/25/12 | ADMIN FEE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 7.06 |
| | 5/25/12 | UNREIMBURSED MEDICAL | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 294.43 |
| | 5/25/12 | UNREIMBURSED MEDICAL | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 288.95 |
| | 5/25/12 | ADMIN FEE | ELECTRIC | NON-DEPARTMENTAL | 4.00 |
| | 5/25/12 | ADMIN FEE | ELECTRIC | NON-DEPARTMENTAL | 4.00 |
| | 5/25/12 | UNREIMBURSED MEDICAL | ELECTRIC | NON-DEPARTMENTAL | 134.38 |
| | 5/25/12 | UNREIMBURSED MEDICAL | ELECTRIC | NON-DEPARTMENTAL | 134.38 |
| | 5/25/12 | ADMIN FEE | STORM WATER MANAGE | NON-DEPARTMENTAL | 1.15 |
| | 5/25/12 | ADMIN FEE | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.10 |
| | 5/25/12 | UNREIMBURSED MEDICAL | STORM WATER MANAGE | NON-DEPARTMENTAL | 28.00 |
| | 5/25/12 | UNREIMBURSED MEDICAL | STORM WATER MANAGE | NON-DEPARTMENTAL | 47.44 |
| | 5/25/12 | ADMIN FEE | LIQUOR | NON-DEPARTMENTAL | 9.00 |
| | 5/25/12 | ADMIN FEE | LIQUOR | NON-DEPARTMENTAL | 9.00 |
| | 5/25/12 | CHILD CARE | LIQUOR | NON-DEPARTMENTAL | 100.00 |
| | 5/25/12 | CHILD CARE | LIQUOR | NON-DEPARTMENTAL | 100.00 |
| | 5/25/12 | UNREIMBURSED MEDICAL | LIQUOR | NON-DEPARTMENTAL | 120.83 |
| | 5/25/12 | UNREIMBURSED MEDICAL | LIQUOR | NON-DEPARTMENTAL | 120.83 |
| | 5/25/12 | ADMIN FEE | AIRPORT | NON-DEPARTMENTAL | 0.39 |
| | 5/25/12 | ADMIN FEE | AIRPORT | NON-DEPARTMENTAL | 0.68 |
| | 5/25/12 | UNREIMBURSED MEDICAL | AIRPORT | NON-DEPARTMENTAL | 10.77 |
| | 5/25/12 | UNREIMBURSED MEDICAL | AIRPORT | NON-DEPARTMENTAL | 11.01 |
| | 5/25/12 | ADMIN FEE | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 2.25 |
| | 5/25/12 | ADMIN FEE | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 2.25 |
| | 5/25/12 | UNREIMBURSED MEDICAL | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 75.00 |
| | 5/25/12 | UNREIMBURSED MEDICAL | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 75.00 |
| | 5/25/12 | ADMIN FEE | DATA PROCESSING | NON-DEPARTMENTAL | 4.50 |
| | 5/25/12 | ADMIN FEE | DATA PROCESSING | NON-DEPARTMENTAL | 4.50 |
| | 5/25/12 | UNREIMBURSED MEDICAL | DATA PROCESSING | NON-DEPARTMENTAL | 229.16 |
| | 5/25/12 | UNREIMBURSED MEDICAL | DATA PROCESSING | NON-DEPARTMENTAL | 229.16 |
| | | | | TOTAL: | 9,786.34 |
| SEW UNIQUE INC | 5/25/12 | BRDTR SEARCH WARRANT SHIRT PD TASK FORCE | | BUFFALO RIDGE DRUG TAS | 57.71 |
| | | | | TOTAL: | 57.71 |
| SHORT ELLIOTT HENDRICKSON INC | 5/25/12 | STORAGE FEASIBILITY STUDY | WATER | O-DISTR MISC | 1,068.75 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------------|---------|---------------------------|--------------------|------------------------|-----------------|
| | 5/25/12 | STORAGE FEASIBILITY STUDY | ELECTRIC | O-DISTR MISC | <u>1,068.75</u> |
| | | | | TOTAL: | 2,137.50 |
| SOUTH CENTRAL COLLEGE | 5/25/12 | FIRE SCHOOL | GENERAL FUND | FIRE ADMINISTRATION | <u>480.00</u> |
| | | | | TOTAL: | 480.00 |
| SOUTHERN WINE & SPIRITS OF MINNESOTA | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 1,542.22 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | <u>2,201.83</u> |
| | | | | TOTAL: | 3,744.05 |
| ROBIN STOYKE | 5/25/12 | MATS | GENERAL FUND | GENERAL GOVT BUILDINGS | <u>63.48</u> |
| | | | | TOTAL: | 63.48 |
| STREICHER'S INC | 5/25/12 | VEST COVERS | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | <u>244.00</u> |
| | | | | TOTAL: | 244.00 |
| STUART C IRBY CO | 5/25/12 | STREET LIGHT LAMPS | ELECTRIC | M-DISTR ST LITE & SIG | 149.45 |
| | 5/25/12 | 15 KV FUSING | ELECTRIC | FA DISTR UNDRGRND COND | 8,147.08 |
| | 5/25/12 | METER PROGRAMMING PROBE | ELECTRIC | FA DISTR METERS | 534.38 |
| | 5/25/12 | METER PROGRAMMING ADAPTER | ELECTRIC | FA DISTR METERS | <u>37.41</u> |
| | | | | TOTAL: | 8,868.32 |
| TOTAL REGISTER SYSTEMS | 5/25/12 | CARD READER | LIQUOR | O-GEN MISC | <u>420.55</u> |
| | | | | TOTAL: | 420.55 |
| TRI-STATE RENTAL CENTER | 5/25/12 | DEMO SAW | GENERAL FUND | PAVED STREETS | 133.54 |
| | 5/25/12 | AIRPORT STORM DAMAGE | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | <u>21.38</u> |
| | | | | TOTAL: | 154.92 |
| TYMCO INC | 5/25/12 | SWEEPER LEASE | STORM WATER MANAGE | NON-DEPARTMENTAL | 30,414.13 |
| | 5/25/12 | SWEEPER LEASE | STORM WATER MANAGE | STREET CLEANING | <u>3,213.32</u> |
| | | | | TOTAL: | 33,627.45 |
| VANTAGEPOINT TRANSFER AGENTS-457 | 5/25/12 | DEFERRED COMP | GENERAL FUND | NON-DEPARTMENTAL | 351.42 |
| | 5/25/12 | DEFERRED COMP | GENERAL FUND | POLICE ADMINISTRATION | <u>76.92</u> |
| | | | | TOTAL: | 428.34 |
| VERIZON WIRELESS | 5/25/12 | WIRELESS DATA LINES | PD TASK FORCE | BUFFALO RIDGE DRUG TAS | <u>78.06</u> |
| | | | | TOTAL: | 78.06 |
| VIKING PLUMBING INC | 5/25/12 | SERVICE RELOCATION | WATER | O-DIST UNDERGRND LINES | <u>299.70</u> |
| | | | | TOTAL: | 299.70 |
| VINOCOPIA INC | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 960.00 |
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | <u>99.75</u> |
| | | | | TOTAL: | 1,059.75 |
| VON HOLDT RICK | 5/25/12 | REIMBURSE | GENERAL FUND | FIRE ADMINISTRATION | 133.57 |
| | 5/25/12 | REIMBURSE | GENERAL FUND | FIRE ADMINISTRATION | <u>106.16</u> |
| | | | | TOTAL: | 239.73 |
| WAL MART BUSINESS | 5/25/12 | KITCHEN SUPPLIES | GENERAL FUND | SECURITY CENTER | 12.91 |
| | 5/25/12 | KITCHEN SUPPLIES | GENERAL FUND | SECURITY CENTER | 12.92 |
| | 5/25/12 | TV & MOUNT FOR BOOKING | GENERAL FUND | SECURITY CENTER | 100.91 |
| | 5/25/12 | TV & MOUNT FOR BOOKING | GENERAL FUND | SECURITY CENTER | <u>100.91</u> |
| | | | | TOTAL: | 227.65 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------|---------|----------------------------|--------------------|------------------------|-----------|
| WCL ASSOCIATES INC | 5/25/12 | PROFESSIONAL SERVICES | EVENT CENTER/AUDIT | EVENT CENTER | 23,896.82 |
| | | | | TOTAL: | 23,896.82 |
| WELLS FARGO BANK | 5/25/12 | HEALTH INS PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 5,611.57 |
| | 5/25/12 | HEALTH INS PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 5,523.24 |
| | 5/25/12 | MAY FOR JUNE 2012 INSURANC | GENERAL FUND | NON-DEPARTMENTAL | 1,379.42 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | MAYOR AND COUNCIL | 2,907.66 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | ADMINISTRATION | 634.94 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | CLERK'S OFFICE | 1,185.37 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | ENGINEERING ADMIN | 1,292.56 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | ECONOMIC DEVELOPMENT | 1,487.27 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | GENERAL GOVT BUILDINGS | 109.59 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | POLICE ADMINISTRATION | 12,602.62 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | REGULATE LAWFUL GAMBLE | 55.04 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | SECURITY CENTER | 2,174.46 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | SECURITY CENTER | 2,174.51 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | ANIMAL CONTROL ENFORCE | 132.84 |
| | 5/25/12 | HEALTH PREMIUM | GENERAL FUND | PAVED STREETS | 2,463.99 |
| | 5/25/12 | HEALTH INS PREMIUM | RECREATION | NON-DEPARTMENTAL | 463.65 |
| | 5/25/12 | HEALTH INS PREMIUM | RECREATION | NON-DEPARTMENTAL | 525.32 |
| | 5/25/12 | HEALTH PREMIUM | RECREATION | GOLF COURSE-GREEN | 550.43 |
| | 5/25/12 | HEALTH PREMIUM | RECREATION | PARK AREAS | 1,176.30 |
| | 5/25/12 | HEALTH PREMIUM | RECREATION | OLSON PARK CAMPGROUND | 1.92 |
| | 5/25/12 | HEALTH PREMIUM | RECREATION | TREE REMOVAL | 526.74 |
| | 5/25/12 | HEALTH PREMIUM | PIR/TRUNKS | SP ASSESS-ADMIN ESCROW | 118.69 |
| | 5/25/12 | HEALTH INS PREMIUM | IMPROVEMENT CONST | NON-DEPARTMENTAL | 169.96 |
| | 5/25/12 | HEALTH INS PREMIUM | IMPROVEMENT CONST | NON-DEPARTMENTAL | 208.61 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | SHERWOOD ST-NOB TO MUR | 175.80 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | OVERLAY PROGRAM | 631.68 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | TOWER-LAKE AV TO 10TH | 7.94 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | FIRST AVE-11TH ST | 34.74 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | COLLEGEWAY | 81.38 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | TREVOR ST | 31.75 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | BLOCK 28 ALLEY | 80.67 |
| | 5/25/12 | HEALTH PREMIUM | IMPROVEMENT CONST | BLOCK 28 ALLEY | 85.89 |
| | 5/25/12 | HEALTH INS PREMIUM | WATER | NON-DEPARTMENTAL | 612.33 |
| | 5/25/12 | HEALTH INS PREMIUM | WATER | NON-DEPARTMENTAL | 602.76 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-SOURCE WELLS & SPRNG | 9.25 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-PUMPING | 131.66 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-PURIFY LABOR | 228.48 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-DISTR SUPER AND ENG | 634.94 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-DIST UNDERGRND LINES | 1,209.04 |
| | 5/25/12 | HEALTH PREMIUM | WATER | O-DISTR MISC | 248.62 |
| | 5/25/12 | HEALTH PREMIUM | WATER | M-TRANS MAINS | 500.18 |
| | 5/25/12 | HEALTH PREMIUM | WATER | GENERAL ADMIN | 89.70 |
| | 5/25/12 | HEALTH PREMIUM | WATER | ADMIN OFFICE SUPPLIES | 2.31 |
| | 5/25/12 | HEALTH PREMIUM | WATER | ADMIN MISC | 24.51 |
| | 5/25/12 | HEALTH PREMIUM | WATER | ACCTS-METER READING | 126.99 |
| | 5/25/12 | HEALTH PREMIUM | WATER | ACCTS-RECORDS & COLLEC | 217.48 |
| | 5/25/12 | HEALTH PREMIUM | WATER | PROJECT #2 | 95.24 |
| | 5/25/12 | HEALTH PREMIUM | WATER | PROJECT #14 | 7.94 |
| | 5/25/12 | HEALTH PREMIUM | WATER | PROJECT #15 | 414.73 |
| | 5/25/12 | HEALTH INS PREMIUM | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 652.54 |
| | 5/25/12 | HEALTH INS PREMIUM | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 643.47 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION | 165.13 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 151.07 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--|---------|----------------------------|---------------------|------------------------|-----------|
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 385.30 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-PURIFY LABOR | 784.66 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 680.00 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 108.47 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 606.52 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | M-SOURCE MISC | 381.23 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 230.98 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | GENERAL ADMIN | 71.75 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES | 2.31 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | ADMIN MISC | 24.50 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 181.92 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | PROJECT #2 | 7.94 |
| | 5/25/12 | HEALTH PREMIUM | MUNICIPAL WASTEWAT | PROJECT #8 | 7.94 |
| | 5/25/12 | HEALTH INS PREMIUM | ELECTRIC | NON-DEPARTMENTAL | 960.66 |
| | 5/25/12 | HEALTH INS PREMIUM | ELECTRIC | NON-DEPARTMENTAL | 919.03 |
| | 5/25/12 | MAY FOR JUNE 2012 INSURANC | ELECTRIC | NON-DEPARTMENTAL | 336.94 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | O-DISTR MISC | 470.71 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | M-DISTR UNDERGRND LINE | 68.45 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | M-DISTR ST LITE & SIG | 27.30 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | GENERAL ADMIN | 436.51 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | ADMIN OFFICE SUPPLIES | 23.11 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | ADMIN MISC | 49.01 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | ACCTS-METER READING | 267.64 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | ACCTS-RECORDS & COLLEC | 928.82 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | ACCTS-ASSISTANCE | 317.46 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | FA DISTR UNDRGRND COND | 1,429.38 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | FA DISTR UNDRGRND COND | 472.35 |
| | 5/25/12 | HEALTH PREMIUM | ELECTRIC | FA DISTR METERS | 253.97 |
| | 5/25/12 | HEALTH INS PREMIUM | INDUSTRIAL WASTEWA | NON-DEPARTMENTAL | 6.54 |
| | 5/25/12 | HEALTH INS PREMIUM | STORM WATER MANAGE | NON-DEPARTMENTAL | 41.12 |
| | 5/25/12 | HEALTH INS PREMIUM | STORM WATER MANAGE | NON-DEPARTMENTAL | 76.50 |
| | 5/25/12 | HEALTH PREMIUM | STORM WATER MANAGE | STORM DRAINAGE | 95.00 |
| | 5/25/12 | HEALTH PREMIUM | STORM WATER MANAGE | PROJECT #3 | 237.85 |
| | 5/25/12 | HEALTH PREMIUM | STORM WATER MANAGE | PROJECT #17 | 15.86 |
| | 5/25/12 | HEALTH PREMIUM | LIQUOR | O-GEN MISC | 1,651.29 |
| | 5/25/12 | HEALTH INS PREMIUM | AIRPORT | NON-DEPARTMENTAL | 39.45 |
| | 5/25/12 | HEALTH INS PREMIUM | AIRPORT | NON-DEPARTMENTAL | 58.89 |
| | 5/25/12 | HEALTH PREMIUM | AIRPORT | O-GEN MISC | 285.27 |
| | 5/25/12 | HEALTH INS PREMIUM | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 154.00 |
| | 5/25/12 | HEALTH INS PREMIUM | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL | 154.00 |
| | 5/25/12 | HEALTH PREMIUM | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM | 242.43 |
| | 5/25/12 | HEALTH INS PREMIUM | DATA PROCESSING | NON-DEPARTMENTAL | 207.00 |
| | 5/25/12 | HEALTH INS PREMIUM | DATA PROCESSING | NON-DEPARTMENTAL | 207.00 |
| | 5/25/12 | HEALTH PREMIUM | DATA PROCESSING | DATA PROCESSING | 1,185.37 |
| | | | | TOTAL: | 66,467.35 |
| WEST GOVERNMENT SERVICES | 5/25/12 | APRIL CLEAR | GENERAL FUND | SECURITY CENTER | 66.59 |
| | 5/25/12 | APRIL CLEAR | GENERAL FUND | SECURITY CENTER | 66.59 |
| | | | | TOTAL: | 133.18 |
| WESTMOR INDUSTRIES LLC | 5/25/12 | JET FUEL ELEMENTS | AIRPORT | O-GEN MISC | 752.07 |
| | | | | TOTAL: | 752.07 |
| WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 240.00 |
| | 5/25/12 | WINE | LIQUOR | NON-DEPARTMENTAL | 889.91 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 8,124.41 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------|---------|----------------------|--------------------|------------------------|-----------------|
| | 5/25/12 | MIX | LIQUOR | NON-DEPARTMENTAL | 182.56 |
| | 5/25/12 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 2,850.75 |
| | 5/25/12 | LIQUOR CREDIT | LIQUOR | NON-DEPARTMENTAL | <u>127.49-</u> |
| | | | | TOTAL: | 12,160.14 |
| WORTHINGTON AREA UNITED WAY | 5/25/12 | PAYROLL WITHHOLDING | GENERAL FUND | NON-DEPARTMENTAL | 42.50 |
| | 5/25/12 | PAYROLL WITHHOLDING | GENERAL FUND | NON-DEPARTMENTAL | 42.50 |
| | 5/25/12 | PAYROLL WITHHOLDING | RECREATION | NON-DEPARTMENTAL | 5.00 |
| | 5/25/12 | PAYROLL WITHHOLDING | RECREATION | NON-DEPARTMENTAL | <u>5.00</u> |
| | | | | TOTAL: | 95.00 |
| WORTHINGTON EXCAVATING INC | 5/25/12 | ROCK, GRAVEL | GENERAL FUND | PAVED STREETS | 1,268.00 |
| | 5/25/12 | CRUSHED CONCRETE | GENERAL FUND | PAVED STREETS | <u>468.00</u> |
| | | | | TOTAL: | 1,736.00 |
| WORTHINGTON PLUMBING & HEATING | 5/25/12 | CLEAN MAIN SEWER | RECREATION | PARK AREAS | <u>165.00</u> |
| | | | | TOTAL: | 165.00 |
| WORTHINGTON PRINTING CO INC | 5/25/12 | ENVELOPES | WATER | ACCTS-RECORDS & COLLEC | 738.42 |
| | 5/25/12 | ENVELOPES | WATER | ACCTS-RECORDS & COLLEC | 78.82 |
| | 5/25/12 | ENVELOPES | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 738.42 |
| | 5/25/12 | ENVELOPES | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 78.82 |
| | 5/25/12 | ENVELOPES | ELECTRIC | ACCTS-RECORDS & COLLEC | 1,476.85 |
| | 5/25/12 | ENVELOPES | ELECTRIC | ACCTS-RECORDS & COLLEC | <u>157.64</u> |
| | | | | TOTAL: | 3,268.97 |
| WORTHINGTON SPORTS CENTER INC | 5/25/12 | GENERATORS | WATER | FA MACHINERY & EQUIPME | <u>3,350.53</u> |
| | | | | TOTAL: | 3,350.53 |
| YMCA | 5/25/12 | MAY CONTRACT PAYMENT | RECREATION | RECREATION PROGRAMS | <u>3,855.91</u> |
| | | | | TOTAL: | 3,855.91 |
| ZIMCO SUPPLY CO | 5/25/12 | HERBICIDE | RECREATION | GOLF COURSE-GREEN | <u>521.55</u> |
| | | | | TOTAL: | 521.55 |

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

| | | |
|-----|-------------------------|------------|
| 101 | GENERAL FUND | 75,434.21 |
| 207 | PD TASK FORCE | 38,093.57 |
| 229 | RECREATION | 23,821.13 |
| 231 | ECONOMIC DEV AUTHORITY | 73.03 |
| 321 | PIR/TRUNKS | 300.54 |
| 401 | IMPROVEMENT CONST | 1,668.06 |
| 432 | EVENT CENTER/AUDITORIUM | 28,501.82 |
| 601 | WATER | 18,466.96 |
| 602 | MUNICIPAL WASTEWATER | 19,467.90 |
| 604 | ELECTRIC | 37,699.78 |
| 605 | INDUSTRIAL WASTEWATER | 81,722.75 |
| 606 | STORM WATER MANAGEMENT | 42,926.57 |
| 607 | STREET LIGHTING | 10.82 |
| 609 | LIQUOR | 103,003.87 |
| 612 | AIRPORT | 43,329.59 |
| 614 | MEMORIAL AUDITORIUM | 1,626.00 |
| 702 | DATA PROCESSING | 2,581.84 |
| 703 | SAFETY PROMO/LOSS CTRL | 665.61 |
| 873 | GARBAGE COLLECTION | 50.44 |

 GRAND TOTAL: 519,444.49

PUBLIC WORKS MEMO

DATE: May 14, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING ACTION OR REVIEW

CASE ITEMS REQUIRING COUNCIL ACTION

ADDENDUM

4. GRANT AGREEMENT FOR AIRPORT JET "A" FUEL SUPPLY TRUCK

Council authorized proceeding with the purchase of a jet "A" fuel supply truck for use at the municipal airport at its May 14, 2012 meeting. The City received, today, May 29, 2012, the proposed grant agreement from the Minnesota Department of Transportation Office of Aviation included in Exhibit 4. This agreement provides for a 50% participation by MNDOT for the truck purchase. Staff recommends that Council authorize execution of the grant agreement by adopting the resolution included as a part of Exhibit 4.

Suggested Motion: Move to approve resolution authorizing execution of Minnesota Department of Transportation Grant Agreement for Airport Improvement.

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

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

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project ("Project") as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **June 30, 2014**.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

| <u>Item Description</u> | <u>Federal Share</u> | <u>State Share</u> | <u>Local Share</u> |
|-------------------------|----------------------|--------------------|--------------------|
| Jet A Fuel Truck (Used) | n/a | 50% | 50% |

3. The Project costs will not exceed **\$26,236.50**. The proportionate shares of the Project costs are: Federal: **\$n/a**, State: **\$13,118.25**, and Recipient: **\$13,118.25**. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.
 - b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs 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.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the City of Worthington as follows:

1. That the state of Minnesota Agreement No. 01385,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for

State Project No. A5301-76 at the Worthington Municipal Airport is accepted.

2. That the _____ and _____ are
(Title) (Title)

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

City of Worthington.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

(Name of the Recipient)

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

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

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Exhibit 4 d