

**WORTHINGTON CITY COUNCIL  
RESCHEDULED MEETING**

**AGENDA**

**7:00 P.M. - Monday, Wednesday, June 12, 2013  
City Hall Council Chambers**

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
  - 1. Additions/Changes
  - 2. Closure
- D. CONSENT AGENDA**
  - 1. CITY COUNCIL MINUTES (WHITE)
    - a. City Council Minutes of Regular Meeting May 28, 2013
  - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
    - a. Worthington Economic Development Authority Minutes of May 28, 2013
    - b. Worthington Public Arts Commission Minutes of May 29, 2013
    - c. Memorial Auditorium Advisory Board of Directors Minutes of April 2, 2013
    - d. Memorial Auditorium Advisory Board of Directors Minutes of June 4, 2013
  - 3. FINANCIAL STATEMENTS
    - a. Municipal Liquor Store Income Statement for the Period January 1, 2013 through May 31, 2013
  - 4. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)
    - Case Items
    - 1. Application for Exemption from Lawful Gambling Permit
    - 2. Application for Renewal of On-Sale Wine License - BenLee's Bros.

3. Application to Block Street - Worthington Trojan Marching Band
4. 2012-2013 Rental Agreement with ISD 518 for Use of the Memorial Auditorium

b. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item

1. Amend Storm Water Fund Capital Improvements Budgets

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 - ADMINISTRATION (WHITE)**

Case Items

1. 2012 Comprehensive Annual Financial Report (CAFR)
2. First Reading Proposed Ordinance That Grants a Franchise Renewal to Knology of the Plains Within the City of Worthington

**F. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)**

Case Items

1. Award Contract for Tenth Street And First Avenue SW Improvements
2. Approve Plans for 203 Bituminous Overlay Project
3. Approve Temporary Access Agreement

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

Case Items

1. Planned Unit Development Amendment - PUD #5 Lake Shore Park Condos (First Reading)

2. Request for RLF Loan Deferment Extension - Living Life Adult Day Center
3. Change Orders 1 through 4 - Event Center FF&E

**H. COUNCIL COMMITTEE REPORTS**

1. Mayor Oberloh
2. Council Member Kuhle
3. Council Member Graber
4. Council Member Sankey
5. Council Member Wood
6. Council Member Nelson

**I. CITY ADMINISTRATOR REPORT**

**J. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING, MAY 28, 2013**

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Mayor Alan E. Oberloh with the following Council Members present: Mike Kuhle, Diane Graber, Rod Sankey, Ron Wood, Scott Nelson. Absent: Honorary Council Member, Carl Nagel (excused).

Staff present: Craig Clark, City Administrator; Brad Chapulis, Director of Community/Economic Development; Mike Cumiskey, Public Safety Director; Jim Eulberg, Public Works Director; Scott Rosenberg, Parks Superintendent; Janice Oberloh, City Clerk.

Others present: Randy Thompson, HRA; Lisa Graphenteen, Southwest Minnesota Housing Partnership; Ken Moser; Gail Hanscom, CERES; Marquis White, True North EM; Ryan Sykora, YMCA; Abraham Algade, WREDC; Raymond Mason and Dave Winterle, FEMA.

The Pledge of Allegiance was recited.

**PUBLIC HEARING / RESOLUTION NO. 3520 ADOPTED CONCURRING WITH THE  
AUTHORIZATION BY THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND  
FOR THE CITY OF WORTHINGTON OF ITS ISSUANCE OF A HOUSING  
DEVELOPMENT REVENUE BOND AND ADOPTING A MULTIFAMILY HOUSING  
PROGRAM THEREWITH**

Pursuant to published notice, this was the time and date set for a public hearing to consider adoption of a Multi-Family Rental Housing Program for the Worthington Housing and Redevelopment Authority and the approval of a Housing Development Project known as Rising Sun Estates.

The motion was made by Council Member Kuhle, seconded by Council Member Nelson and unanimously carried to open the hearing.

Brad Chapulis, Director of Community/Economic Development, presented a brief background on the project, noting the HRA is moving forward with the 36-unit town home project on the southeast end of town, and are looking at issuing revenue bonds to finance 80% of the total project costs. The bonding would not be a general obligation of the HRA or the City. Minnesota Statute requires a public hearing to be held on the issuance of the bonds prior to moving forward. Mr. Chapulis also noted that, following the hearing, Council will be requested to adopt a resolution of support for the project.

Lisa Graphenteen, Southwest Minnesota Housing Partnership, said the purpose of the hearing was to gather public input on the proposed housing program and for issuance of the bonds for the 36-unit project. The financing listed is a *not to exceed* \$3.8 million, however, the bonds will be for less than that amount - bond counsel suggested they use the entire development costs for public awareness of the project. Ms. Graphenteen stated the bonds will be approximately \$2.7 million, with repayment from the rents collected.

Mayor Oberloh asked if there was anyone present who wanted to offer testimony regarding the project. None was received.

The motion was made by Council Member Nelson, seconded by Council Member Graber and unanimously carried to close the hearing.

The motion was made by Council Member Nelson, seconded by Council Member Wood and unanimously carried to approve the Multi-Family Rental Housing Program for the Worthington Housing and Redevelopment Authority and the Rising Sun Estates Housing Development Project, and to adopt the following Resolution of support:

**RESOLUTION NO. 3520**

**RESOLUTION CONCURRING WITH THE AUTHORIZATION BY THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF WORTHINGTON OF ITS ISSUANCE OF A HOUSING DEVELOPMENT REVENUE BOND AND ADOPTING A MULTIFAMILY HOUSING PROGRAM THEREWITH**

(Refer to Resolution File for complete copy of Resolution)

**AGENDA APPROVED**

The motion was made by Council Member Wood, seconded by Council Member Kuhle and unanimously carried to approve the agenda as presented.

**CONSENT AGENDA APPROVED**

The motion was made by Council Member Wood, seconded by Council Member Graber and unanimously carried to approve the consent agenda as follows:

- City Council Minutes of Regular Meeting May 13, 2013
- Minutes of Boards and Commissions - Water and Light Commission Minutes of May 20, 2013; Park and Recreation Advisory Board Minutes of May 21, 2013; Airport Advisory Board Minutes of May 7, 2013
- Off-Sale Beer License - Worthington Comfort Suites, 1447 Prairie Drive
- On-Sale Liquor, Club On-Sale Liquor, and on-Sale Wine License Renewals:

**2013 On-Sale Liquor Licenses**

1. The Tap, 107 12<sup>th</sup> Street
2. The Ground Round Grill & Bar, 1290 Ryan's Road

3. Oxford Bowl, 325 Oxford Street
4. Hickory Lodge Bar & Grill, 2015 N. Humiston Avenue
5. Long Branch Saloon, 206 Tenth Street
6. La Azteca Tiendo Mexicana Inc., 223 Tenth Street
7. Worthington Hotel Group, LLC dba Worthington Event Center, 1447 Prairie Drive

2013 Club On-Sale Liquor Licenses

1. Worthington Country Club, 851 W. Oxford Street
2. VFW 3958, 1117 Second Avenue
3. Worthington Eagles Club FOE Aerie 3282, 205 Oxford Street
4. Elk's Lodge BPOE Lodge 2287, 1105 Second Avenue
5. Historic Dayton House, 1311 Fourth Avenue

2013 Wine Licenses

1. LaAzteca Tiendo Mexicana Inc., 223 Tenth Street
  2. The Ground Round Bar & Grill, 1290 Ryans Road
  3. Hickory Lodge Bar & Grill, 2015 N. Humiston Avenue
  4. Long Branch Saloon, 206 Tenth Street
  5. Tsehaytu Agre Café & Restaurant, 304 Tenth Street
- Application to Block Street - Worthington Area YMCA to block 2<sup>nd</sup> Avenue from Tenth Street to the intersection of Lake Street/South Shore Drive from 9:00 a.m. to 12:00 noon for their color run
  - Approved the following dock permit applications:

|                                |  |
|--------------------------------|--|
| Clarence Kremer                | Across the street from 916 W. Lake Avenue  |
| Rolf Carlson                   | Across the street from 117 Lake Avenue     |
| Dale Ryen                      | Across the street from 920 W. Lake Avenue  |
| Doug Fransen                   | Across the street from 702 W. Lake Avenue  |
| Tim Gaul                       | Across the street from 625 Lake Avenue     |
| Jenny Anderson/Arturo Martinez | Across the street from 1977 S. Shore Drive |

Past applicants approved contingent on receipt of application, insurance and fee:

- |                |   |
|----------------|---|
| David Holinka  | Across the street from 200 Lake Street    |
| Bruce Pass     | Across the street from 214 Lake Street    |
| Evelyn Lambert | Across the street from 610 W. Lake Avenue |
- Park Concession Fees:

|                                |       |
|--------------------------------|-------|
| One day permit (non-profit)    | \$65  |
| One day permit (profit making) | \$75  |
| Annual non-profit permit       | \$80  |
| Annual profit making           | \$175 |

- Annual mobile permit (non-profit)    \$275
- Annual mobile permit (profit making)    \$375
- 2013 Centennial softball diamond reservation fee    \$55
- Approved the 2013 Beach Nook Agreement between the City of Worthington and Patricia Arnt
- Bills payable and totaling \$741,896.79 be ordered paid

**ORDINANCE NO. 1068 ADOPTED PROVIDING CRIMINAL HISTORY BACKGROUND CHECKS FOR APPLICANTS FOR CITY EMPLOYMENT**

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance that creates Sub-chapter 30.09 *Criminal History Background Checks*, which provides authorization for the Police Department to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system, and is accordance with the BCA's policy.

The motion was made by Council Member Wood, seconded by Council Member Graber and unanimously carried to give a third reading to, and subsequently adopt the following ordinance:

ORDINANCE NO. 1068

AN ORDINANCE TO PROVIDE CRIMINAL HISTORY BACKGROUND CHECKS FOR APPLICANTS FOR CITY EMPLOYMENT

(Refer to Ordinance File for complete copy of Ordinance)

**DONATION TO CENTER FOR ACTIVE LIVING ACCEPTED**

The motion was made by Council Member Graber, seconded by Council Member Wood and unanimously carried to accept a donation to the Center for Active Living that will provide materials and programming for a raised bed garden, and to reimburse Ryan Seykora for his fuel costs on the project.

Mr. Seykora has agreed to provide the labor for the project.

**APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE APPROVED WITH LIMITATION - WORTHINGTON OKABENA WINDSURFERS**

The motion was made by Council Member Wood, seconded by Council Member Nelson and unanimously carried to approve a temporary on-sale liquor license for the Worthington Okabena Windsurfers for the beer tent at the 2013 Regatta during the following days and times:

Friday, June 7, 2013 from 3 p.m. to 11:59 p.m., and Saturday, June 8<sup>th</sup> from 12:00 noon to 11:59 p.m. - Sales are restricted to wine, strong beer, malt based wine coolers, and pre-packaged items not having more than 14% alcohol by volume.

Council also noted there would be no refund of the fee paid for a temporary on-sale beer license that had been approved at the April 22, 2013 Council meeting for the event.

#### **APPLICATIONS FOR PARK DONATIONS APPROVED**

Jim Eulberg, Public Works Director, noted that the Park Advisory Board had reviewed two applications for park donations, and was recommending approval of both. The City's donation policy states that "the City has an interest that the donor covers the full cost for the purchase and installation of donated park elements. However, both donations are for materials only, with the Park Department doing the installation.

The first was for two park benches to be placed on the west end of Centennial Park near Whiskey Ditch on the lakeside. The donor was originally looking at donating one bench if installation, but agreed to two if the City did installation. Per the Park Superintendent, installation by City Park personnel would not be a difficult or time consuming process.

The second donation request was from a local group working with the Statewide Health Improvement Program (SHIP) for a grant for bicycle racks at several locations throughout the city, and trail signs to be placed on trails throughout the system within the city. Aaron Hagen and Ryan Seykora were present at the meeting to discuss the request with Council. The grant is specifically for materials only but, providing installation can be spread out somewhat, the installation shouldn't be an issue. Besides labor, there will be some direct costs for concrete bases.

The motion was made by Council Member Graber, second by Council Member Kuhle and unanimously carried to approve the donation for two park benches in Centennial Park, with the City completing the installation.

Following discussion the motion was made by Council Member Wood, seconded by Council Member Graber and unanimously carried to approve the grant expenditure and acceptance of funds.

#### **UPDATE ON ICE STORM RECOVERY AND AUTHORIZATION TO EXPEND FUNDS FOR ADDITIONAL TRIMMING AND MONITORING SERVICES**

Craig Clark, City Administrator, reported that we had estimated 50,000 cubic yard to be hauled from the April 9-11<sup>th</sup> ice storm, but we are currently at 68,953 cubic yards that have been hauled. A little over 6,000 trees have been trimmed and 407 trees have been removed, but we are looking at 750 to be removed as we move forward. Staff met with HMES this afternoon - the \$250,000 appropriated



by the legislature for non-FEMA eligible expenses would be split between the five counties named in the disaster declaration.

Jim Eulberg, Public Works Director, reported, with respect to continuation of tree work, he had visited with CERES reps about doing some additional trimming. Their lift truck can reach a height of 70 feet, where ours only goes 30-35 feet up. Their price for that was roughly \$100 per tree plus the cost of debris removal. Mr. Eulberg suggested we set a number to initially deal with the worst cases, then go back and follow up on an annual basis. Stump-grinding costs will be \$75-\$100 per tree (mid size tree), which includes grinding, fill, and clean-up. There will be potentially 600-700 stumps. Mr. Clark noted that applications for assistance with non-FEMA eligible costs will go forward for consideration by the Minnesota Recovers Task Force, with consideration based on life, health and safety - we should do well but there are no guarantees - the \$250,000 is the maximum amount available, but the other counties in the disaster declaration would be eligible for those funds too. We could potentially incur \$170,000 in costs for trimming and stump removal. Raymond Mason FEMA, was present at the meeting and said we're ahead of the game with them - and they're anticipating a timely turn around of funds to us. Mr. Clark reminded Council that we also have some of the storm funds available that we've collected.

Following further discussion, the motion was made by Council Member Wood seconded by Council Member Graber and unanimously carried to authorize a not to exceed amount of \$100,000 for additional tree trimming, including monitoring service.

Council also directed Mr. Eulberg to come back to Council, preferably at the next meeting, with a proposal for stump grinding.

#### **DATE SET FOR CITY-WIDE CLEAN-UP**

The motion was made by Council Member Graber, seconded by Council Member Kuhle and unanimously carried to set the date for the city-wide clean up as June 17-21, 2013.

Residents can start to set their items out on Monday, June 10<sup>th</sup> for pick-up.

#### **COUNCIL COMMITTEE REPORTS**

Mayor Oberloh - Nothing to report.

Council Member Kuhle - Attended an LEC Joint Powers meeting - nothing new there. Cable 3 Board discussed the renewal of franchise agreement with Knology- they're not on the same field as our contract with Mediacom.

Council Member Graber - Attended a Heron Lake Watershed meeting on May 21<sup>st</sup> - talked about Heron Meadows and receiving approval of land owners to correct dam issues and move forward with a proposal. Also discussed manure management - received a grant of \$120,000 for sediment control

and reviewed the invasive species workshop that was here. Center for Active Living Committee met on the 21<sup>st</sup> for a special meeting regarding the grant. They will be meeting with the County regarding RSVP sometime in June. Park Board discussed the donation of benches and the clean-up week. Noted the Event Center program was well done.

Council Member Sankey - nothing to report.

Council Member Wood - Water and Light Minutes are in the agenda, hopefully we'll see some change in the water level this time.

Council Member Nelson - HRA met last week - received an update on the 36-unit housing project.

### **CITY ADMINISTRATOR'S REPORT**

WREDC set the dates for the 2014 Bioscience Conference as April 3-4, which will be held at the Event Center except for the lab portion, which will be held at the college. WREDC and the Chamber are exploring a potential new office location. The legislature did approve added LGA payments of \$404,000 for the City of Worthington. The sales tax exemption for government entities will produce about \$150,000 of additional revenue for the City, but a lot of that is under the utility fund. The legislature advanced a limited bonding bill that did not include the funding for the Biotechnology Advancement Center build-out, will look at that again next session. The Coalition of Greater Minnesota Cities will hold their summer conference in Bemidji July 24-26, if Council is interested in attending they should let staff know.

### **ADJOURNMENT**

The motion was made by Council Member Wood, seconded by Council Member Kuhle and unanimously carried to adjourn the meeting at 8:31 p.m.

Janice Oberloh, MCMC  
City Clerk

**WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY/CITY COUNCIL  
JOINT MEETING, MAY 28, 2013**

The meeting was called to order at 6:00 p.m. in City Hall Council Chambers by President/Mayor Alan E. Oberloh with the following Members/Council Members present: Mike Kuhle, Diane Graber, Rod Sankey, Ron Wood, Scott Nelson. Absent: Honorary Council Member, Carl Nagel.

Staff present: Craig Clark, City Administrator; Brad Chapulis, Director of Community/Economic Development; Janice Oberloh, City Clerk.

Others present: Abraham Algadi, WREDC; Aaron Hagen, Daily Globe.

**CLOSED SESSION UNDER MS § 13D.05, SUBD. 3 AND MS § 13.44, SUBD. 3 -  
ESTABLISHMENT OF ASKING PRICE FOR CITY/EDA OWNED LAND**

EDAu President/Mayor Alan Oberloh announced that the group would be going into closed session under MS § 13D.05, Subd. 3(c) and MS § 13.44, Subd. 3 for the purpose discussion on the following City owned parcels:

County PINs: 31-3786-552, 31-3786-553, 31-3786-559, 31-3786-561, 31-3786-563, and 31-3786-565

Lots 1, 2, 5, 6, 7 & 8, Block 2, Worthington Bioscience Industrial Park Addition, City of Worthington, Nobles County, Minnesota

County Pins: 31-3786-567, 31-3786-569, 31-3786-571, 31-3786-573, 31-3786-575, 31-3786-577, 31-3786-579, 31-3786-581, 31-3786-583, 31-3786-585, 31-3786-587, 31-3786-589, and 31-3786-591

Lots 1 through 13, Block 3 Worthington Bioscience Industrial Park Addition, City of Worthington, Nobles County, Minnesota

County PIN: 31-3786-551

Lot 1, Block 1, Worthington Bioscience Industrial Park Addition, City of Worthington, Nobles County, Minnesota

County PIN: 31-3849-000

17.68 acres in the Northeast Quarter of the Northeast Quarter of Section 14, Township 102, Range 40, Nobles County, Minnesota

County PIN: 31-3851-000 and 31-3852-000

5.13 acres in the Northeast Quarter of the Northeast Quarter of Section 14, Township 102, Range 40, Nobles County, Minnesota

The motion was made by Member/Council Member Nelson, seconded by Member/Council Member Wood and unanimously carried to close the meeting at 6:02 p.m.

Aaron Hagen left the meeting for the closed session.

The motion was made by Member/Council Member Wood, seconded by Member/Council Member Nelson and unanimously carried to re-open the meeting at 6:49 p.m.

Aaron Hagen returned to the meeting.

The motion was made by Council Member Sankey, seconded by Council Member Wood and unanimously carried to establish the value of \$57,350 per acre for the Bioscience Industrial Property.

The motion was made by Member Wood, seconded by Member Nelson and unanimously carried to set the values of the four commercial lots on the east and west side of Highway 59 as presented:

- Lot 1, Block 1, Bioscience Industrial Park, established value of \$250,000 (31-3786-551)
- 3.9 acre parcel in sw corner of intersection of 27<sup>th</sup> Street and Hwy 59, established value of \$275,000 (31-3852-000 and 31-3851-000)
- 3.2 acres north of future Bioscience Drive, established value of \$250,000 (31-3852-000 and 31-3851-000)
- 8 acre parcel south of Bioscience Drive, established value of \$400,000 (31-3849-000)

#### **ADJOURNMENT**

The motion was made by Member/Council Member Wood, seconded by Member/Council Member Sankey and unanimously carried to adjourn the meeting at 6:51 p.m.

Janice Oberloh, MCMC  
Secretary/City Clerk

Worthington Public Arts Commission  
Meeting Minutes for May 29th, 2013  
City Hall Council Chambers

Members present: Gail Holinka, Mary Thompson, Mike Kuhle, and Antonio Madrigal.

**Meeting was called to order at 5:00PM.**

**Secretary Report-** Read by Gail- Mary mentioned it is hard for Beth to be secretary as she is very busy with the Orchestra, Gail said she can help as needed.

**Motion to approve April 10<sup>th</sup> minutes** by Mary T. with corrections as follows:

Scott Kraft (spelling) and per Craig Clark verbiage, *"The city does have general insurance that would cover the art but would be subject to the \$75,000 deductible."* Motion was seconded by Mike Kuhle. A call for approval with corrections as stated carried.

**Financial Report-**

Mike K. was given receipts for reimbursement to members who purchased items needed to hang art for the Event Center. Expenses will come in around 750. Brad C. is still waiting for final bill on hooks. Brad also reminded Gail that the 10,000. Budget was for Event Center Art only and not a general budget for the WPAC. The group is aware of that and we have only been using it for this purpose.

The Commission does not have an operating budget or any office space, etc. which could be an issue at some point. Mindy's office was pretty crowded when the art was all dropped off there, so for safety reasons it was moved into the conference room. Gail asked Mike if he knew of any extra office space that could be considered-there was not any that he was aware of. Gail mentioned there are some grants that may help with this kind of thing, such as rental for space and operating expenses. We need to be considered a non-profit to qualify for many grants and we are not sure our status since we fall under the umbrella of the City of Worthington. Gail will talk to Mindy at Forecast Public Art for suggestions and recommendations.

**Old Business-**

Regarding the mission statement, Craig suggested we use the Statement of Purpose as in the Policy. Gail read it in part and it's quite long as written, she will look at abbreviating something for the purpose of a mission statement. There was not time for the brochure to get done this school year. Once the mission statement is done, Gail will continue to work on items to include in the brochure; such as goals of the commission, locations of public art, and a map that highlights and directs interested visitors to these attractions. Mike was wondering where we would put these; Gail suggested the Chamber of Commerce, and possibly other public locations.

Gail and Beth were able to inventory all art for the Event Center; there were a total of 21 artists and about 50 pieces on display. There were a few issues on walls that did not have picture railing. Brad did give us the ok to use the 3-M temporary hooks but the paint had not cured enough so a couple did not stick. Gail removed the art in the area of concern and the artist was called to pick it up. We were given some options for future consideration in these areas: nails if used must remain in the same place long term, 3-M hooks can't be used until paint has had time to cure at least 90 days, etc. We can look at this further when we visit the location and will keep this in mind as we select future art for permanent placement.

Public Arts Commission Meeting  
Continued, Page 2

A booklet of artists with work on display at the WEC was put together for the Gala opening; these will remain there for visitors. The question remains as to what art should be considered for purchase and permanent display there.

The Event staff when asked did not feel this should be their decision. We discussed listing images we have or others still wanted, and doing some commissioned artwork based on these specific ideas. After discussion it was decided to call a meeting in 2 weeks to be held at the Event Center so commission members can look at the art on display, discuss a plan, and then make recommendations. We will then call an additional meeting at a later date and invite artists, event staff, and commissioners for input, further discussion and final decision making.

**Future Projects-**

Update on request for art at the CAL Center and the Pheasant Stamp Collection offer by Bill Reum. Gail reported she had not heard back from Bill or the director of the center since prior to the grand opening. Gail mentioned she did not want to keep people waiting too long where they might lose interest in the offer. Some donations could be valuable, but we want to find appropriate location for display of Public Art. Gail suggested we get a project list developed with some type of projected timeline together. She said it would be best to encourage other groups (ex: Memorial Auditorium, Fire station, etc.) to pursue their own grants for art projects to be displayed at their facilities and use the commission as a support system. There is just too much for our group to take on solely.

Mary suggested we just focus on the Event Center for now. Due to such few members on the Commission (only 7) and also limited involvement of some members, we discussed the need to reach out to other volunteers. Mike asked if Artist members could be considered. Gail mentioned they had been included in the initial meetings but due to requirement of living in city limits this omitted a lot of qualified prospective members. They can still be involved in committee work and help with projects as needed. We can include them in our next group meeting.

No new business.

**Motion to adjourn** by Antonio M. -Meeting was adjourned at 5:15PM

## **Memorial Auditorium Advisory Board of Directors Minutes: April 2, 2013**

The meeting was called to order by President Matt Oleske at 6:35pm. Members present: Mara Jirele, David Reeves, Stephen Woitalewicz, City Council Representative Diane Graber, and staff Margaret Hurlbut Vosburgh & Jacob Forstein.

April, 2013 Agenda and March 5, 2013 minutes were approved with addition of meeting dates in Open Agenda. There was not a quorum, however, the following agenda items were discussed by the board members and staff that were present:

### **REPORTS:**

- MHV submitted the December, 2012, January and February, 2013 financial statements. MHV will report back to the board on line items that were not clearly defined.
- The auditorium seating project information was tabled as staff had not heard anything back about the asbestos in the tiles under the seats on the main floor. Jacob indicated he could take one of the tiles to Marshall to have it tested for asbestos. Diane suggested staff calling Jorge Lopez as well.
- Replacement of the false ceiling is on hold. In the meantime, the Public Works department will be coming in to repair the ceiling tiles as recommended by Dwayne Haffield. MHV reported that if the Southwest Minnesota Arts & Humanities Council Equipment/Rigging Grant is funded, options for replacing the false ceiling will be explored.
- Randy Traylor submitted a bid of \$6,482.00 to build and install a sign in front of the flag at the Auditorium. The board asked staff to have Traylor break down the costs of the bid. The sign would be built with treated lumber and stucco. Lettering would be included in the bid price. However, footings would need to be provided by the Auditorium.

### **OLD BUSINESS**

- The Schwalbach bid to maintain the HVAC system was tabled. Jim, from the The Public Works Department, will be looking at providing maintenance of the HVAC system. Staff contacted both Lowe and Duba who were not interested in the project.

### **NEW BUSINESS**

- Staff reported that the Student Series Junie B Jones finished with a net income of \$4,329.62. Student Series performances for the 2013-2014 have not been contracted because the Nobles County Integration Collaborative will no longer exist, thus not paying for students to attend the student series performances.

### **OPEN AGENDA**

- Jacob gave a report on his educational experience at the USITT conference, United States Institute of Theater Technology, in Milwaukee, WI.

The next meeting was scheduled for Tuesday, May 7, 6:30pm.

Hearing no further business, the information session was adjourned.

Respectfully Submitted,  
David Reeves and Margaret Hurlbut Vosburgh

## **Memorial Auditorium Advisory Board of Directors Minutes: June 4, 2013**

The meeting was called to order by President Matt Oleske at 6:35pm. Members present: Mara Jirele, Julie Nystrom, David Reeves, Stephen Woitalewicz, City Council Representative Diane Graber, and staff Margaret Hurlbut Vosburgh.

June 2, 2013 Agenda and April 2, 2013 Minutes were unanimously approved.

### **REPORTS**

- MHV submitted the March, 2013 financial statement. April and May statements will be distributed at the July, 2013, meeting. MHV also distributed an update on the Vance Trust. The trust was given to Memorial Auditorium/City of Worthington in 2008. Total remaining in the trust: \$34,924.39.

### **OLD BUSINESS**

- The auditorium seat replacement project information was tabled.
- SMAHC awarded the Friends of the Auditorium, Inc, \$17,547.00 for the re-rigging project. The Norcostco bid is for \$17,765.00. Memorial Auditorium / The City of Worthington will need to come up with \$6,218.00 as a match for the grant.
- Technical Director Jacob Forstein met with the professionals from Main Stage to look at the ceiling above the stage in Memorial Auditorium. Jacob will submit a ceiling project summary document for the July meeting.
- After much discussion, David motioned and Mara seconded the motion and the board unanimously approved moving forward with the signage project. Jasper Stone provided the low bid and the board approved the amount to be used from the Vance Trust Fund: \$4,650.00. The recommendation will be submitted to City Council for approval. At that time, MHV and board members will choose a stone and design from Jasper Stone Company. Contacting Donald Groninga was recommended to pour the concrete for the underground forms to set the stone on.
- Schwalbach provided the lowest bid to maintain the HVAC system at Memorial Auditorium. Jim, from the The Public Works Department, will coordinate the maintenance with Schwalbach and will oversee the project.

### **NEW BUSINESS**

- MHV reported that the Student Series My Heart In A Suitcase was cancelled due to a snow storm. The ISD #518 2013-2014 contract was negotiated with the help of Diane Graber, Craig Clark and MHV. The 2013-2014 contract will be \$21,000.00 for 62 days.

### **OPEN AGENDA**

- The board discussed maintenance of Voicing and Regulation for the Steinway grand piano. Stephen motioned and David seconded the motion, unanimously approved to have Bob's Piano Service do the Voicing and Regulation on the Steinway. The purchasing of two-way radios was tabled.

The next meeting was scheduled for Tuesday, July 2, 6:30pm.

Hearing no further business, the meeting was adjourned.

Respectfully Submitted,  
David Reeves and Margaret Hurlbut Vosburgh



## CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE  
INCOME STATEMENT  
For the Period 1/1/13 Through 5/31/13  
(Amounts in Dollars)

|  | Total 2013<br>Budget | MAY      |                  | %<br>YTD Actual<br>to Budget | YTD       |                  |
|--|----------------------|----------|------------------|------------------------------|-----------|------------------|
|  |                      | Actual   | Previous<br>Year |                              | Actual    | Previous<br>Year |
| <b>Sales</b>                             |                      |          |                  |                              |           |                  |
| Liquor                                   | 1,306,000            | 106,702  | 100,896          | 36.5%                        | 476,583   | 444,494          |
| Wine                                     | 415,000              | 33,884   | 32,383           | 37.2%                        | 154,451   | 141,068          |
| Beer                                     | 1,495,000            | 138,881  | 130,768          | 36.2%                        | 541,559   | 507,432          |
| Mix/nonalcohol                           | 60,000               | 4,925    | 5,763            | 46.0%                        | 27,571    | 19,222           |
| NSF charges                              | 300                  | -        | -                | 10.0%                        | 30        | 45               |
| Net Sales                                | 3,276,300            | 284,392  | 269,810          | 36.6%                        | 1,200,194 | 1,112,261        |
| <b>Cost of Goods Sold</b>                |                      |          |                  |                              |           |                  |
| Liquor                                   | 953,000              | 77,413   | 72,645           | 36.8%                        | 350,453   | 321,574          |
| Wine                                     | 285,000              | 23,610   | 22,558           | 38.8%                        | 110,679   | 97,092           |
| Beer                                     | 1,137,000            | 105,321  | 101,198          | 36.0%                        | 409,315   | 390,640          |
| Soft drinks/mix                          | 40,800               | 3,905    | 3,776            | 31.9%                        | 13,004    | 12,984           |
| Freight                                  | 22,000               | 2,553    | 1,349            | 40.8%                        | 8,965     | 6,298            |
| Total Cost of Goods Sold                 | 2,437,800            | 212,802  | 201,526          | 36.6%                        | 892,416   | 828,588          |
| Gross Profit                             | 838,500              | 71,590   | 68,284           | 36.7%                        | 307,778   | 283,673          |
| <b>Operating Expenses</b>                |                      |          |                  |                              |           |                  |
| Personnel services                       | 239,218              | 19,966   | 21,231           | 40.8%                        | 97,538    | 99,208           |
| Supplies                                 | 18,500               | 1,307    | 1,694            | 32.8%                        | 6,069     | 7,139            |
| Other services & charges                 | 135,340              | 7,718    | 6,503            | 27.5%                        | 37,245    | 35,677           |
| Depreciation (estimated)                 | 17,000               | 1,417    | 1,417            | 41.7%                        | 7,085     | 7,085            |
| Total Operating Expenses                 | 410,058              | 30,408   | 30,845           | 36.1%                        | 147,937   | 149,109          |
| Operating Income (Loss)                  | 428,442              | 41,182   | 37,439           | 37.3%                        | 159,841   | 134,564          |
| <b>Non-Operating Revenues (Expenses)</b> |                      |          |                  |                              |           |                  |
| Interest earnings **                     | 3,000                | 250      | 250              | 41.7%                        | 1,250     | 1,250            |
| Other non-operating                      | -                    | -        | -                | -                            | 336       | -                |
| Total Non-Operating Revenue (Expense)    | 3,000                | 250      | 250              | 52.9%                        | 1,586     | 1,250            |
| Net Income (Loss) b/Operating Transfers  | 431,442              | 41,432   | 37,689           | 37.4%                        | 161,427   | 135,814          |
| Operating Transfers-Out                  | (200,000)            | (16,667) | (16,667)         | 41.7%                        | (83,335)  | (83,335)         |
| Net Income (Loss)                        | 231,442              | 24,765   | 21,022           | N/A                          | 78,092    | 52,479           |

\*\* Includes five months budget

## ADMINISTRATIVE SERVICES MEMO

**DATE: JUNE 7, 2013**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW**

### CONSENT AGENDA CASE ITEMS

**1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING**

An application for Exemption from Lawful Gambling has been received as follows:

|                             |  |
|-----------------------------|--|
| Organization:               | St. Mary's Church, 1215 Seventh Avenue                                     |
| Chief Executive Officer:    | Fr. Will Thompson  |
| Type of Activity:           | Raffles  |
| Date and Location of Event: | Sunday, October 13, 2013<br>St. Mary's Catholic School, 1206 Eighth Avenue |

Council action is requested on the application for Exemption from Lawful Gambling Permit.

**2. APPLICATION FOR RENEWAL OF ON-SALE WINE LICENSE - BENLEE'S BROS. CAFE**

The following application for renewal of on-sale wine license has been received for the license period July 1, 2013 through June 30, 2014:

BenLee's Bros. Cafe - 212 Tenth Street

All of the required paperwork, fees and insurance have been received.

Council action is requested to approve the renewal of the on-sale wine license for the license period July 1, 2013 through June 30, 2013.

**3. APPLICATION TO BLOCK STREET - WORTHINGTON TROJAN MARCHING BAND**

The Worthington Trojan Marching Band has submitted an application to block streets for their Marching Band Preview on Thursday, June 13, 2013, from 6:00 p.m. to 7:30 p.m. The request is to block Clary Street from Church Avenue to Marine Avenue; Church Avenue from Clary Street to the School parking lot; and Marine Avenue from Clary Street to the School parking lot. A map of the proposed street closure is included as *Exhibit 1*. Jon Loy has been designated as the Safety Officer for the event, and a certificate of insurance listing the City of Worthington as an additional insured has been provided.

Council action is requested to approve the application for street closure.

4. **2012-2013 RENTAL AGREEMENT WITH ISD 518 FOR USE OF THE MEMORIAL AUDITORIUM**

The City and School District have an annual rental agreement for ISD 518's use of the Memorial Auditorium and the time has come for renewal. When looking at the prior agreements many of the Auditorium's costs were not being recovered properly and we have steadily recommended increases to the contract amount that more fully reimburse the City for the related expenses.

This year the City has allocated \$66,000 in operational support to the Memorial Auditorium above any revenues. Extensive efforts continue to be taken to outline the costs of running the Auditorium to the school district representatives and negotiations were based off last year's actual costs.

Included in the packet is the 2013-14 Rental Agreement (*Exhibit 2*) and outlines the City's and School District's responsibilities. The agreement covers the following basic provisions:

- 62 days of rental; (the same as last year)
- Adjusted hours of actual time spent by the Technical Director Assistance and basic sound and lighting; (decrease in rate/adjusted from the time study)
- Outline additional equipment and facility usage charges;
- Flexibility should the City lose the ability to provide sound, light, air conditioning due to a disruption to the operational systems of the facility outside of our control;
- Storage of props and costumes; (increase from last years agreement)
- Adjusted hours of actual time spent by the Auditorium Manager for technical assistance fees and assistance with ISD 518 performances (decrease in rate/adjusted from the time study); and
- Reimbursement of actual custodial services/supplies.

When using the actual and projected costs for the operation of the Auditorium for the 62 days the estimated costs came to \$23,565. The School District continues to be concerned with the cost increase and has again asked for accommodation of a not to exceed amount of \$21,000. With notable increases over the last several years the request of the \$21,000 is seen as a continued reasonable accommodation of the goal we have started on since the 2011-12 contract renewal. It is anticipated that the 2014-15 contract the School District will fully compensate the Memorial Auditorium for the full related costs of their use of the facility.

The School District's use of the Auditorium is a benefit to our joint efforts to promote such a positive facility for our community.

Council action is requested to approve the contract with ISD 518 for use of the Memorial Auditorium of 2013-14 program year included as *Exhibit 2* and authorize the Mayor to sign and Clerk attest the agreement.

### CASE ITEMS

1. **2012 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**

Wayne Drealan, of Turbes, Drealan, Kvilhaug, Hoefker & Co., PA, will be at the meeting to present the City's 2012 audit report. A copy of the CAFR is included separately with you Council packet.

Council action is requested to accept the report.

2. **FIRST READING PROPOSED ORDINANCE THAT GRANTS A FRANCHISE RENEWAL TO KNOLOGY OF THE PLAINS WITHIN THE CITY OF WORTHINGTON**

Included as *Exhibit 3* is an ordinance that grants a cable television to Knology of the Plains from the date of enactment to June 29, 2027. The current agreement with Knology is set to expire on October 26, 2013 and with the adjustment to the term will synchronize the franchise agreements of both Mediacom and Knology to the same expiration.

The franchise renewal provides several modifications from our current agreement but the term does mirror the same overall length of approximately fifteen years. The bases for the changes were the result of a long process the WGTN Channel 3 Joint Powers Board which made as part of a Strategic Planning process the development of a Needs Assessment that served as the basis for the contract renewals and relevant fee structure. This agreement similarly compliments the agreement with Mediacom, which is a requirement of statutes that must provide equal but not necessarily identical requirements of all franchises extended in the community for cable service.

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 City of Worthington Fire Hall and Emergency Operations Center at 830 Second Avenue, Center for Health and Wellness at

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Minnesota West and the Nobles County, Board of Commissioners Room (Third Floor);

- Ensure local law enforcement can utilize an Emergency Alert System over all cable broadcast channels;
- Provide a PEG fee of 2% of annual Gross Revenues;
- Change the payment of the franchise fee from annually to quarterly 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 customer services standards to regulate the speed with which Knology 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;
- Provision for the transition to High Definition broadcast;
- A standing letter of credit for disputes related to the enforcement of the franchise;
- 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.

The WGTN Board have discussed the changes and is supportive of the renewal with Knology.

Council action is requested to give first reading for an ordinance that grants a franchise renewal to Knology of the Plains within the City of Worthington included as ***Exhibit 3***.

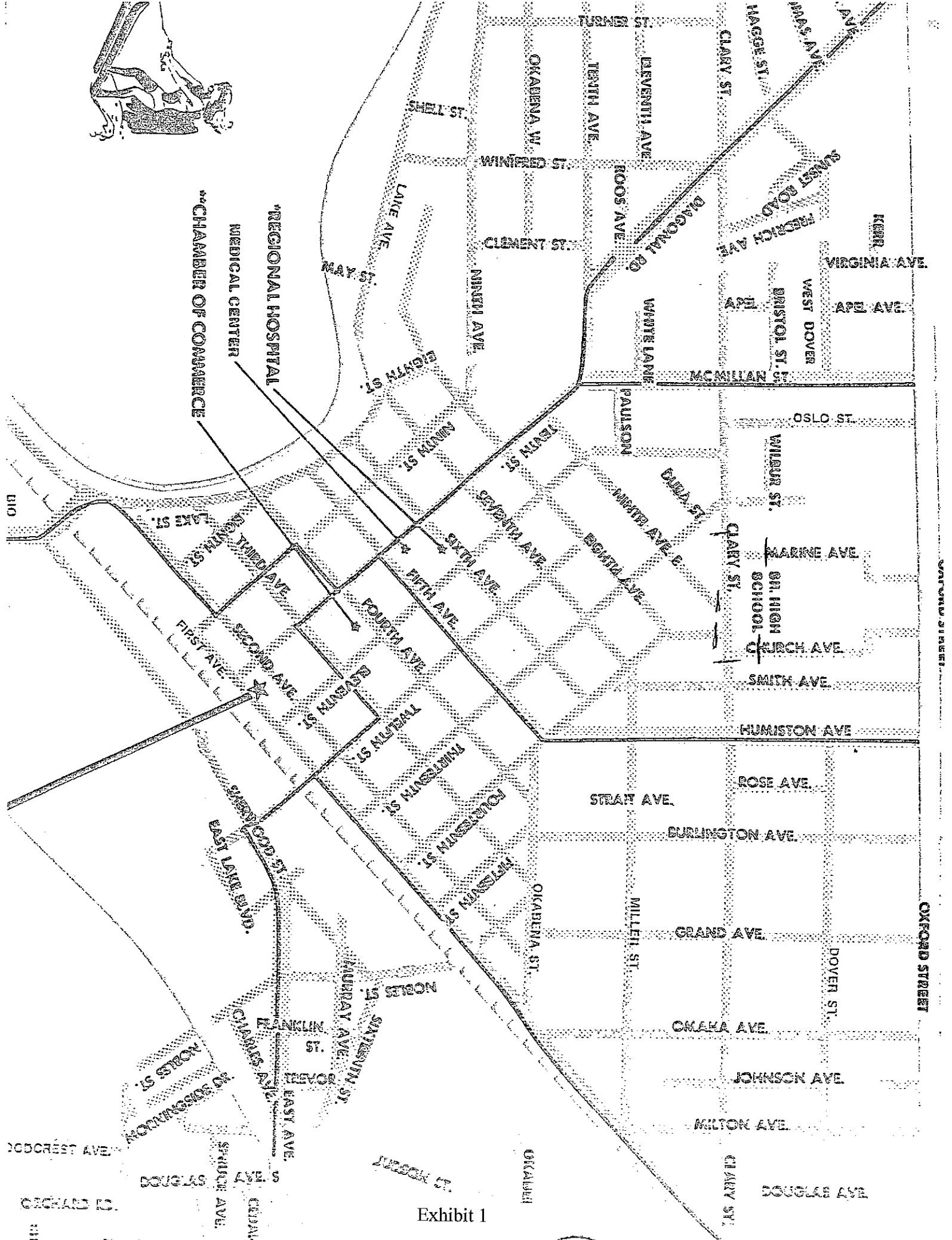
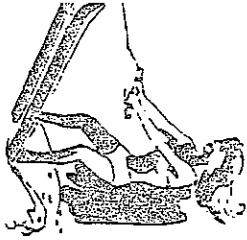


Exhibit 1

**2013-2014 RENTAL AGREEMENT  
CITY OF WORTHINGTON / MEMORIAL AUDITORIUM PERFORMING ARTS CENTER  
and INDEPENDENT SCHOOL DISTRICT #518**

714 13th Street, P.O. Box 279, Worthington MN 56187  
PHONE 507.376.9101 FAX 507.372.8630  
showtimenow@frontiernet.net    www.ci.worthington.mn.us

**CONTRACT #** \_\_\_\_\_

The purpose of this agreement is to outline the roles and responsibilities of the City of Worthington, herein after known as the "City" as owner and lessor of Memorial Auditorium, and Independent School District #518, herein after known as "ISD #518" as lessee of the facility. This agreement shall supersede and replace any previous contracts.

**LESSOR AGREES TO RENT THE MEMORIAL AUDITORIUM PERFORMING ARTS CENTER  
ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:**

1. The Memorial Auditorium will be heated or air conditioned for 62 days according to ISD #518 schedules. The 62 days include Worthington High School fall play, Worthington High School musical, Worthington Middle School band concert, Worthington Middle School spring choral concert and other programs working in consultation with Auditorium staff and Worthington City Administrator. Should the usage exceed 62 days per contract, ISD #518 shall pay a pro-rated share of additional days, provided days are available. Events will be tentatively scheduled by Auditorium management one (1) year ahead of the actual events to ensure availability of the facility for ISD #518. Auditorium management will be allowed to schedule functions that will not interfere with ISD #518 rehearsals and performances. In order to accommodate both ISD #518 and Memorial Auditorium, sets for all of the above mentioned events will need to be moveable. Rental of Memorial Auditorium does not include access to the following areas without prior authorization from Auditorium management and staff: staff offices, technical director workshop and equipment, ticket office, and concession area. When ISD #518 plans to build sets and/or props, an ISD #518 representative must meet with Auditorium management and staff to determine building procedures, equipment, and accessible areas.
2. The City will maintain sufficient property and liability insurance on the facility. Memorial Auditorium grounds will be maintained and in suitable condition for public use including snow removal, grounds maintenance and upkeep.
3. A Technical Director, provided by the Auditorium, will oversee and be in charge of any and all technical matters during ISD #518 events. The City will provide basic lighting and sound including two (2) handheld wireless microphones, two (2) on stage monitors, intercom system, and lighting already in place. Please see included Light Plot. Any additional sound equipment and lighting needs will be negotiated through the Auditorium Technical Director and Auditorium management before event rehearsals begin. Special services and equipment will be provided by Auditorium management but paid for by ISD #518.

See accompanying Equipment Rental Schedule. Outside technical personnel must be approved by Auditorium management. In the event ISD #518 rents technical equipment from sources other than Memorial Auditorium, Auditorium management and staff will not be responsible for malfunctions and/or repairs.

4. The stage of Memorial Auditorium will be made available for rehearsals and performances when ISD #518 agrees to time of arrival for rehearsals and performances. Rehearsal and performance times must be arranged through Auditorium management in a timely manner.
5. In case of emergency, Auditorium management will be in charge of emergency procedures in the interest of public safety. ISD #518 will be provided with Memorial Auditorium's written procedures, so that in the event they are needed, the directors or administrators can understand and assist with the students and spectators. The opening of ticket lobby doors and inside theater doors to the public will be determined by ISD #518 staff. See Rules and Regulations for Ushers and Ticket Sellers.
6. The granting of this agreement does not relinquish the City's right to control and manage the Memorial Auditorium Performing Arts Center and enforce all reasonable rules for the management thereof. The City specifically reserves the right to operate and control all aspects of sound/audio, video, and lights. The City may further use, during the period covered by this agreement, any portions of the licensed premises for any purpose, provided that such uses shall not unduly interfere with the use herein contemplated by the Tenant.
7. In the event the City is unable to provide the Memorial Auditorium, or any of the personnel to be provided by it pursuant to this agreement, because of strike, lockout, public calamity, or Act of God, then both the City and ISD #518 shall be excused from further performance of this agreement. In the event of a failure of a provided system (sound, lights, heat, cooling, etc.) causing disruption or cancellation of a scheduled use, the City shall be excused from providing such system.
8. The City agrees to defend and indemnify ISD #518, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the City's performance or failure to perform its legal obligations under this Agreement.
9. The City reserves the right to terminate this agreement without further cause whenever in its judgment a performance contemplated herein is objectionable or contrary to the public interest, or estimated expenses are not paid as scheduled, or in the event of default of any term or condition herein by ISD #518.
10. The City will exercise reasonable care to safeguard property of ISD #518 while in the Memorial Auditorium, but shall not be responsible for the personal property of ISD #518, its officers, agents, employees, representatives, volunteers or guests.

**ISD #518 AGREES THAT IT WILL ASSUME THE FOLLOWING RESPONSIBILITIES:**

1. Agrees to pay the annual contract with City and all expenses as defined in the Equipment Rental Rates herein.
2. ISD #518 shall not be excused from the payment of the entire fee provided herein, nor for the payment of the presentation expenses because of its failure, for any reason for use of the Memorial Auditorium as contemplated by this agreement.
3. Agrees to provide all ticket sales for events including advance and at the door sales.



4. ISD #518 staff in charge of event, agrees to provide a complete list of technical assistance needs in the form of a technical rider that define sound and lighting equipment needed, three (3) weeks in advance of the rehearsals, unless otherwise authorized by Auditorium management.
5. All set, props, and miscellaneous items will be removed from the stage and backstage area and all dressing rooms within 36 hours after the last performance. The Memorial Auditorium may require earlier clearance if another event is scheduled.
6. To procure and maintain during the entire term of its use or occupancy of the Memorial Auditorium Performing Arts Center, Commercial General Liability insurance with a minimum limit of liability of \$1,000,000 per occurrence, Combined Single Limit, bodily injury (including personal injury) and broad form property damage liability, naming the City as an additional insured to such liability insurance policy. A Certificate of insurance evidencing the above described insurance coverage must be provided to Memorial Auditorium with the return of this contract.
7. ISD #518 agrees to reimburse the Memorial Auditorium for all damages, other than normal wear and tear as defined by Auditorium management, to the theater and/or the theater's equipment resulting from the use of the Memorial Auditorium. Damage shall be reported to the Director of Management Services, ISD #518, as soon as possible after the damage occurs. A detailed listing of all associated costs known shall also be provided.
8. Specifically, ISD #518 agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from ISD #518's performance or failure to perform its obligations under this Agreement.
9. This agreement constitutes the entire agreement between the parties, cannot be changed orally, and shall be interpreted in accordance with the laws of the State of Minnesota.
10. ISD #518 shall pay for its proportionate share (62 days) of annual operational costs of Memorial Auditorium. These costs consist of the following operations of Memorial Auditorium:  
Electric, Water, Gas, Sewer, Storm Water, Refuse, Misc. Utilities, Snow Removal, Lawn Service  
Costs listed are in addition to the following rental fees and actual staff costs as appropriate.

|                            |   |
|----------------------------|---|
| Prop & Costume Storage     | 12 months   |
| Rent                       | 62 days 6 hrs per day                                 |
| Administrative Fee         | 17.71 per hour for 62 days<br>Approximately 152 hours |
| Technical Assistance       | 12.48 per hour for 62 days<br>approximately 166 hours |
| Custodial Service/Supplies | As incurred   |

11. Upon adoption by the Worthington City Council, the budget of Memorial Auditorium will constitute the basis upon which the City will bill ISD #518 for its proportionate share of the annual costs for operation of Memorial Auditorium related to utility costs as aforementioned. The City of Worthington shall bill ISD #518 for one-twelfth (1/12) of the total of ISD #518 proportionate annual share based on the total number of days pursuant to this contract. The payment for this bill shall be due on or before the tenth of the month for which the charge is based. Upon completion of each contract year, a reconciliation will be completed. The City shall either bill ISD #518 for any underpayment for the contract year or shall send ISD#518 a refund for any over payment. An analysis of the actual expenses for the calendar year will be provided to ISD #518.
12. The City of Worthington and ISD #518 agree that the contract shall be for the period of July 1, 2012 through June 30, 2013. It is further agreed that either party may terminate this Agreement with sixty (60) days notice at any time.
13. The City of Worthington will conduct a time study to be used for the 2013-2014 contract year with ISD #518. Auditorium management and staff will work with ISD #518 staff to help determine appropriate staffing levels for Memorial Auditorium.
14. Notwithstanding any other provision, the 2013-2014 agreement will not exceed \$21,000.00. Costs will be billed as stipulated in the agreement and will cease when the amount of \$21,000.00 are reached. A final invoice of all costs incurred will be provided at the year's end.

Signing this agreement means that you have read and will comply with the terms and guidelines established for the Memorial Auditorium Performing Arts Center. This contract becomes effective when signed and received by the Memorial Auditorium Performing Arts Center management.

\_\_\_\_\_  
Alan E. Oberloh, Mayor                      Date

\_\_\_\_\_  
City Clerk                                      Date

\_\_\_\_\_  
John Landgaard, Superintendent                      Date

\_\_\_\_\_  
ISD #518 Board of Education                      Date

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE GRANTING A FRANCHISE TO KNOLOGY OF THE PLAINS, INC. 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 Knology of the Plains, Inc., 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 through June 29, 2027, 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: Knology of the Plains, Inc.  
5100 S Broadband Lane  
Sioux Falls, SD 57108  
Attn: General Manager

With copies to: D. Craig Martin, General Counsel  
WOW! Internet, Cable and Phone  
259 E. Michigan Ave., Suite 209  
Kalamazoo, Michigan 49007

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.

(a) Grantee shall provide Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable 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.

(b) Redistribution for non-commercial purposes 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 (including analog and/or digital 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 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. Upon request by the City, the results of tests required to be filed by Grantee with the FCC shall also be copied to City. If the City is cited by Grantee in a specific FCC report the Grantee shall make the City aware of such filing and will provide a copy or an electronic link of such filing.

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 95. 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.

(c) Grantee shall provide the Access Channels on the most basic tier of service offered by Grantee in accordance with the Cable Act, Section 611, and as further set forth in this Section 6. At such time as Grantee no longer offers Basic Cable Service in an analog format, Grantee shall carry all PEG Access Channels in a standard digital format in Grantee's Basic Cable Service package, unless the parties agree to an earlier conversion date. Thereafter, and upon one hundred and eighty (180) days' notice from the City, Grantee shall make one (1) of the three (3) PEG Access Channels available in high definition (HD) format, provided that Grantee receives a satisfactory HD signal from the program originator. The City acknowledges that receipt of an HD format Access Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

(d) In the event the City and Grantee mutually agree to the relocation of the PEG Channels from their present Channel locations (Channels 3 and 95), 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. 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 up to \$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 or to pay for related City incurred costs such as signage, PSAs, and letterhead as determined by City.

(e) 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.

(f) 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 the City's existing PEG access master control center located at the Worthington High School - 1211 Clary Street:

(a) City of Worthington Fire Hall and Emergency Operations Center - 830 Second Avenue, Worthington, MN 56187;

(b) Minnesota West Community and Technical College Center for Health and Wellness - 1450 Collegeway, Worthington, MN 56187; and

(c) Noble County, Board of Commissioners Room (Third Floor) - 315 Tenth Street, Worthington, MN 56187.

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 Two Percent (2%) of annual Gross Revenues, solely to fund PEG Access related capital expenditures (hereinafter "PEG Fee").

(b) The PEG Fee is not part of the Franchise Fee, and falls within one (1) 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 quarterly 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 quarterly 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 quarterly basis and shall be due forty-five (45) days following the end of a given quarter. 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.**

(1) 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.

(2) 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.) Letter of Credit.**

(a) At the time of acceptance of this Franchise, Grantee shall furnish a letter of credit to the City in the sum of Ten Thousand and No/100 Dollars (\$10,000.00). Grantee shall maintain said letter of credit 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 letter of credit 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 damages 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 letter of credit the following damages:

(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 damages 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 damages 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 damages 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 damages 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 damages are not otherwise specifically provided pursuant to this subparagraph (c), the damages 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 separate damages 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 letter of credit all damages 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 damages 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 letter of credit or any subsequent letter of credit 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 letter of credit 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 letter of credit or any subsequent letter of credit 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 letter of credit for the full amount stated in paragraph (a) of this section as a substitution of the previous letter of credit.

(k) If any letter of credit is not so replaced, City may draw on said letter of credit 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 or monies from the letter of credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the letter of credit, 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 letter of credit 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 letter of credit.

## 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 letter of credit and insurance certificates required herein that have not previously been delivered.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

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, Knology of the Plains, Inc. is not aware of any conflicts between the Franchise Agreement and the Ordinance.

KNOLOGY OF THE PLAINS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

**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 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. 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.

**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         |            |            |            |       |

## ENGINEERING MEMO

**DATE: JUNE 7, 2013**  
**TO: HONORABLE MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

### CONSENT AGENDA CASE ITEM

#### 1. AMEND STORM WATER FUND CAPITAL IMPROVEMENTS BUDGETS

The 2013 Storm Water Fund (606) budget includes \$265,420 for reconstruction of storm sewer on 4<sup>th</sup> Avenue from 9<sup>th</sup> Street to Lake Street and \$10,000 for unanticipated yard/street problems. The budget for unanticipated yard/street problems is intended to allow for repair/replacement of facilities that is beyond the scope of maintenance and minor extensions to alleviate localized drainage problems. The budget for unanticipated yard/street problems is typically \$10,000 to \$20,000.

Due to changes in the scope of the companion water main replacement project on 4<sup>th</sup> Avenue, the storm sewer project was also reduced to exclude work within the intersection of 4<sup>th</sup> Avenue and 9<sup>th</sup> Street. Due to the physical relationship of the two systems, the storm sewer and water main work is best coordinated and can be accomplished at a latter date. The primary purpose of the 4<sup>th</sup> Avenue storm sewer work was replacement of the main from 9<sup>th</sup> Street to the lake (excluding the segment previously replaced under Lake Street). The reduction in the 4<sup>th</sup> Avenue storm sewer project reduced the estimated total project cost and necessary budget to \$204,000.

While the 4<sup>th</sup> Avenue storm sewer project decreased, the need for funding of unanticipated problems has significantly increased above the \$10,000 available. Needs identified to date include replacement of a pump in the Tower Street (Centennial Park) storm water lift in advance of lift station replacement, replacement of a catch basin in the alley off of 2<sup>nd</sup> Avenue between 9<sup>th</sup> Street and 10<sup>th</sup> Street, and repairs to the storm sewer within 10<sup>th</sup> Street contributing to a sewer service failure.

Staff is recommending that Council amend the budget for the two projects as follows

| Activity                           | Original Budget | Amended Budget |
|------------------------------------|-----------------|----------------|
| 606-49791 (4 <sup>th</sup> Avenue) | \$265,420       | \$210,000      |
| 606-49771 (Unanticipated)          | \$10,000        | \$65,420       |

It is projected at this time that only \$46,000 of the \$65,420 for unanticipated problems will be needed.



**CASE ITEMS**

**1. AWARD CONTRACT FOR TENTH STREET AND FIRST AVENUE SW IMPROVEMENTS**

A recommendation on the award of bids for the Tenth Street and First Avenue SW Improvements Project will be provided at the Council meeting. Bids for the project are to be received at 2:00 pm on June 10, 2013. The project consists of milling and overlaying Tenth Street from First Avenue to Ninth Avenue, milling and overlaying First Avenue SW from near Schaap Drive to Knollwood, and reconstruction of the segment of First Avenue SW extending each side of the Schaap Drive intersections. The project is being funded by Municipal State Aid Street and County State Aid Highway funds.

**2. APPROVE PLANS FOR 2013 BITUMINOUS OVERLAY PROJECT**

The 2013 Construction Fund (401) includes \$331,492 for contract maintenance and the Fox Farm Road Overlay. Staff has prepared plans for the overlay of Fox Farm Road from Crailsheim to the west, East 9<sup>th</sup> Street from 11<sup>th</sup> Street to Clary Street and 13<sup>th</sup> Street from East 9<sup>th</sup> Street to 8<sup>th</sup> Street. The plans also include a minor skim overlay on Summit Avenue near Knollwood Drive to correct a center line depression. The Fox Farm Road is intended to provide additional structure to prolong the useful life of the roadway. Such an overlay is an option available on this rural section roadway that is not practical on curbed roadways. The placement of additional surface is also not typically recommended on curbed sections having gravel with significantly weakened strength due to subsurface moisture.

The overlay of East 9<sup>th</sup> Street and 13<sup>th</sup> Street is to improve the rideability of the existing concrete pavements which have acceptable structural strength. The Summit Avenue overlay is to prevent water ponding in the middle of the roadway. It is anticipated that a greater length of Summit Avenue will warrant a full overlay in the near future. The lower portion of the proposed skim overlay will continue to serve as a leveling course in the future overlay.

The total estimated cost of the overlay project, including engineering and contingencies, is the available budget of \$331,492.

Staff recommends that Council approve the plans and authorize advertisement for bids to be received at 2:00 pm on July 8, 2013 and considered at the Council meeting that evening.

**3. APPROVE TEMPORARY ACCESS AGREEMENT**

TruShine Truck Wash has constructed a temporary access drive from the intersection of Cecilee Street and Pauline Avenue to their business at 2405 Trunk Highway 60 for use during the construction on TH 60. The access drive is through a 160 foot segment of unimproved Cecilee Street right-of-way. Chapter 94.03 of the City Code requires that work within the right-of-way meet City standards and that a permit be issued to ensure work is accomplished according to those standards. Whereas the work would not meet City standards no permit for the work has been issued. The access also connects the commercial business to the residential street which was not considered as allowable in the design of the street nor in the levying of assessments for its improvement.

It is proposed that the access may remain during the construction of TH 60 subject to Council's approval of a temporary access agreement with TruShine. Exhibit 1 includes the proposed agreement. Should Council wish to allow the temporary access to remain, staff recommends that Council authorize the Mayor and Clerk to execute the agreement.

## TEMPORARY ACCESS AGREEMENT

WHEREAS, TSTW Real Estate, LLC, a limited liability company under the laws of Minnesota, herein after referred to as "Owner" wishes to obtain temporary access for passenger vehicles to its facility at 2405 Trunk Highway 60 along and from Cecilee Street during construction of Trunk Highway 60; and

WHEREAS, the desired temporary access does not qualify for construction by permit as required in Chapter 94.03 of the City Code;

WHEREAS: the City Council of the City of Worthington, hereinafter called the "City", will allow construction of the temporary access extending from the intersection of Pauline Avenue and Cecilee Street easterly to the property located at 2405 Trunk Highway 60 subject to the conditions contained herein.

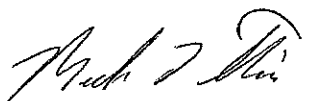
NOW THEREFORE; the parties agree as follows:

1. Owner hereby waive any and all claims they may have against the City and other public users of said right-of-way, as to any damage done to Owners property located within or adjacent to the right-of-way.
2. Owner accept responsibility for any damage done to any City or public utility infrastructure as a result of the installation or existence of Owners temporary access drive. Further, Owner agrees to pay to have such infrastructure restored to the same condition as it was in prior to the damage or injury to said property.
3. Owner understands that the City will not provide any maintenance of the temporary access drive.
4. Owner also agrees that it will indemnify the City and hold the City harmless from claims by any individual for injuries sustained as a result of the existence of the temporary access drive.
5. Owner agrees to prohibit use of the temporary access drive by any vehicle other than a passenger vehicle. Owner further agrees to knowingly allow use of the temporary access drive by any vehicle other than a passenger vehicle.
6. Owner agrees to fully remove the temporary access drive, place top soil, and seed the disturbed area with a seed mix approved by the City Engineer prior to December 1, 2013. Owner further agrees to ensure that turf is satisfactorily established by June 30, 2014.

Agreed To: **City of Worthington**

**TSTW Real Estate, LLC**

By: \_\_\_\_\_  
Alan E. Oberloh, its Mayor

By: \_\_\_\_\_  
Mark L. Thier, its \_\_\_\_\_

By: \_\_\_\_\_  
Janice Oberloh, its Clerk

**COMMUNITY/ECONOMIC DEVELOPMENT MEMO**

**DATE: JUNE 7, 2013**  
**TO: HONORABLE MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

**CASE ITEMS**

**1. PLANNED UNIT DEVELOPMENT AMENDMENT - PUD #5 LAKE SHORE PARK CONDOS (FIRST READING)**

Ron Wood of Worthington, MN., has submitted an application for an amendment to the Lake Shore Park Planned Unit Development (PUD #5). Approval of the amendment would revise the maximum deck dimensions for the condos along 3<sup>rd</sup> Avenue by 12 square feet each (Exhibit 1A). In accordance to Ordinance 810, which is the original PUD Ordinance for PUD #5, any changes to the buildings and other improvements may only be accomplished through an amendment to the PUD Ordinance.

The Planning Commission considered the PUD amendment at its June 4, 2013, meeting. After holding a public hearing and discussing the proposed amendment, the Commission unanimously recommended approval of the PUD amendment shown in Exhibit 1. The Commission's recommendation was based on the following considerations:

1. **Original PUD** - The Planned Unit Development is a result of a redevelopment partnership between the City of Worthington and Johnson Builders and Realtors (JBR). The redevelopment project area included land that housed the old power plant, redundant roadways and several dilapidated residential structures. The project called for JBR to construct two 7-unit structures on property that they owned within the project area while the City was responsible for the demolition of the pump house, creation of the public open space, enhancement of the lakeshore and the realignment of Lake Street (Exhibit 1B).
2. **Previous PUD Amendments** - Only two amendments have been adopted since the 1995 adoption of the PUD Ordinance. The first amendment occurred in 1998. The amendment changed the site plan and the amount of units for the housing units along 3<sup>rd</sup> Avenue. The adopted amendment allowed for the construction of two two-unit structures instead of the original 7-unit structure (Exhibit 1C). The second amendment occurred in 2000. That amendment revised the site plan to provide larger garages for the units along 3<sup>rd</sup> Avenue.
3. **Impervious Coverage** - Prior to the Lake Shore Park PUD development, the subject area consisted of 53.3% impervious surface (84,960 square feet of a total area equaling 159,278 square feet). With the adoption of the original PUD, the impervious area within the subject area was to be reduced to 77,758 square feet or 48.8%. The 1998 amendment reduced the impervious area even further to 73,409 or 46.1%. The proposed amendment will not increase the impervious surface coverage due to the fact that the decks, with proper drainage below (landscape fabric or grass), are not considered

impervious.

4. **Structure Coverage** - The original PUD called for a total structure coverage of 20,010 square feet. With the adoption of the previous amendments, the structure coverage was reduced to 15,749 square feet. If the proposed amendment was approved, the total structure coverage would increase by 24 square feet to 15,773 square feet, which is 4,237 square feet less than originally planned.
5. **DNR** - Because the development is within the Shoreland Overlay District, the Department of Natural Resources must be sent notification of the proposed change(s). A notice was sent to the DNR on May 22nd. Staff has not received any comments from the DNR at this time.
6. **Other** - Section II, Article 3 of the Lake Shore Park PUD reads as follows: "A site plan of the PUD prepared by Madsen Land Surveying and dated November 7, 2000, showing structure height and number of stories, locations of property boundaries, surface water features, existing and proposed structures, other facilities, and topographic contours, is hereby approved and made part of the conditions of the PUD". Since decks are included in the site plan, the size shown became the maximum size permitted within the PUD. The 2000 site plan indicates that all 4 of the decks along 3<sup>rd</sup> Avenue were to be no greater than 6' x 18', with a landing/steps that was to be 4' x 8'. JBR chose to construct smaller decks on these units. The decks vary in size between 6' x 11' and 6' x 14'.

The applicant had the smaller deck (6' x 11') that was destroyed by a vehicle accident. A sketch of the former deck is provided in Exhibit 1D. With the need to reconstruct the deck, the applicant would like to square out the deck. A sketch of the proposed deck is also provided in Exhibit 1D. The applicant has received approval from the homeowner's association to construct the deck as proposed.

Since the association supports the request, staff would suggest and has drafted the amendment to allow the other owners to do the same as the applicant provided the required setback outlined in the PUD is maintained. The amendment would allow 2 of the other 3 units to mirror the deck dimension presented by the applicant. The deck that would not be allowed to be enlarged is 726 3<sup>rd</sup> Avenue as it is already at the required setback.

## **2. REQUEST FOR RLF LOAN DEFERMENT EXTENSION - LIVING LIFE ADULT DAY CENTER**

In March, the RLF Committee and City Council agreed to implement a 3 month deferral (March-May) to allow Living Life the time and opportunity to increase cash flow with additional clientele or obtain additional capital to cover its monthly obligations, including loan payments. On May 28<sup>th</sup>, the lenders met with Living Life to obtain a progress report. The company has increase the number of clients but has yet to reach a daily clientele list that brings the company to a break even on a monthly basis. The company is currently working on securing another 5

clients within the next 3-6 weeks. The company has also taken steps to reduce their operating expenses without injuring their quality of service. Enclosed separately is a copy of the company's 2013 cash flow proforma and other supportive materials for the City's review. At the conclusion of the meeting, all of the lenders recognized the progress made in the last 60 days and that the company's point of self sustainability is within reach. They also concluded that it was reasonable for each to consider awarding an extension of the current deferment for two additional months (June/July) to give the company the opportunity to reach its break even point.

Based on the conversation on May 28<sup>th</sup>, the lead lender has, on behalf of the company, formally requested a deferment extension from each of the other three lenders. A copy of the request is attached as Exhibit 2. The RLF Committee is scheduled to consider the request at its June 10, 2013, meeting. Their recommendation will be forwarded prior to the Council meeting.

Please note that information enclosed separately is considered private non-public data and is confidential. It should not be shared with anyone not on city council or appropriate city staff.

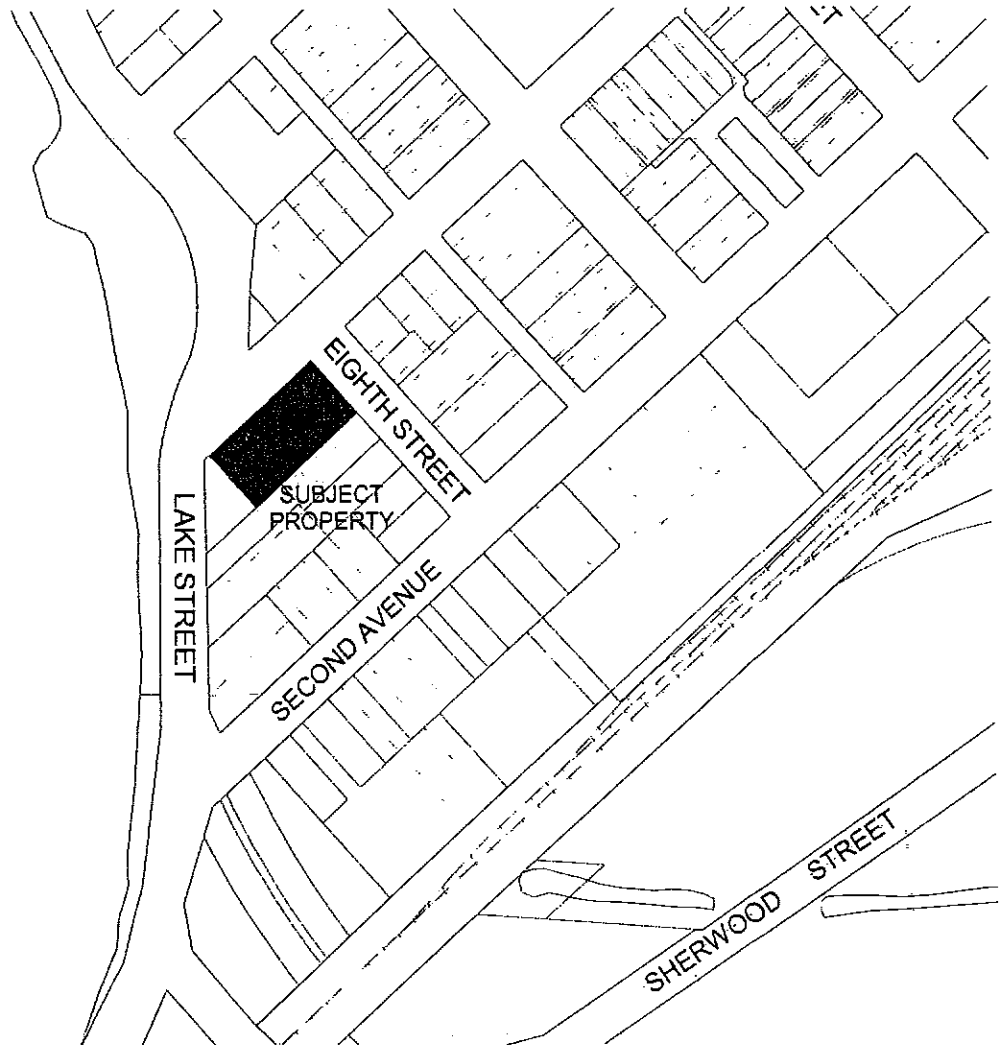
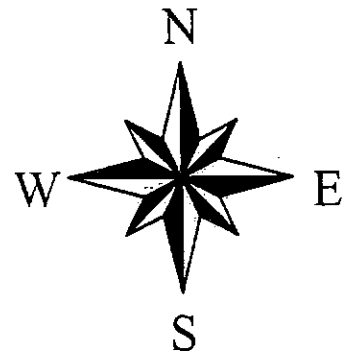
### **3. CHANGE ORDERS 1 THROUGH 4 - EVENT CENTER FF&E**

Exhibit 3 contains four change orders to the furniture, fixtures, and equipment (FF&E) contract for the Worthington Event Center. The items in the change orders reflect the changes that were necessary to meet the expectations of the services of the facility. Changes include revisions to original quantities (reductions and additions) and inclusion of items that were not included in the original specifications of the contract (coffee maker, podiums, etc...). The original contract value for the FF&E was \$254,065.83. With the 4 change orders, the new contract value is \$262,014.50, which is below the established budget of \$304,794. Below is a financial summary of the contract.

|                            |               |
|----------------------------|---------------|
| Original Contract Value    | \$ 254,065.83 |
| C.O. #1                    | \$ -1,569.68  |
| C.O. #2                    | \$ 1,751.22   |
| C.O. #3                    | \$ 4,658.42   |
| C.O. #4                    | \$ 3,108.71   |
| Contract Value after C.O.s | \$ 262,014.50 |

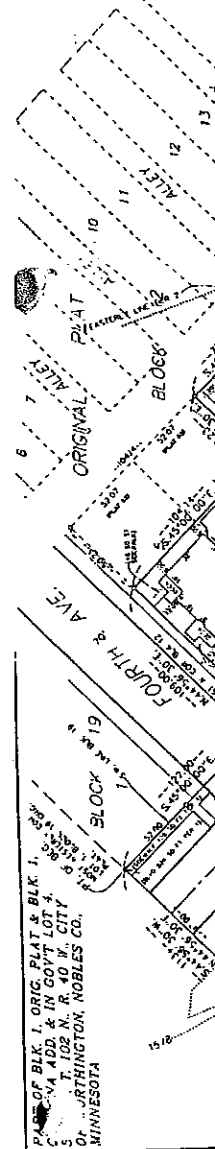
Council is requested to approve the 4 change orders to the FF&E contract.

# BLOCK 2, LAKE SHORE PARK SUBDIVISION



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





1578

OKABENA LAKE

SITE

0 100 200 FEET

Proposed Site

Existing Buildings

Streets

Highways

Water Bodies

Topography

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[illegible]

OUTSIDE OF APPROX. 1000' DEEP AND 100' WIDE  
WATERFALL (WATER RESISTANT) - 5 TO 6 FEET HIGH

PROPERTY INFORMATION CONTAINED HEREIN IS UNOFFICIAL AND NOT FOR CONSTRUCTION PURPOSES. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN A CURRENT AND ACCURATE SURVEY AND TO VERIFY THE INFORMATION CONTAINED HEREIN. THE CITY OF HOUSTON DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**CITY OF HOUSTON**  
**CITY ENGINEER**  
**OFFICE OF THE CITY ENGINEER**  
**1000 RICE AVENUE, SUITE 1000**  
**HOUSTON, TEXAS 77005**

PROJECT: **OKABENA**

LOCATION: **OKABENA**

DATE: **10/10/2010**

BY: **OKABENA**

REVISIONS:

| NO. | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 1   | 10/10/2010 | OKABENA     |

PROJECT: **OKABENA**

LOCATION: **OKABENA**

DATE: **10/10/2010**

BY: **OKABENA**

REVISIONS:

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|-----|------------|-------------|
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PROJECT: **OKABENA**

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PROJECT: **OKABENA**

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PROJECT: **OKABENA**

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DATE: **10/10/2010**

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REVISIONS:

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PROJECT: **OKABENA**

LOCATION: **OKABENA**

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BY: **OKABENA**

REVISIONS:

| NO. | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 1   | 10/10/2010 | OKABENA     |

PROJECT: **OKABENA**

LOCATION: **OKABENA**

DATE: **10/10/2010**

BY: **OKABENA**

REVISIONS:

| NO. | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 1   | 10/10/2010 | OKABENA     |

PROJECT: <

[illegible]

This is a detailed survey map of a corner of a section in Township 36 North, Range 10 East. The map shows several land parcels with their boundaries defined by bearings and distances. Key features include:

- Parcel 1 (Top Left):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 2 (Top Right):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 3 (Bottom Left):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 4 (Bottom Right):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Other Features:** The map includes a "COURT HOUSE" building, a "WATER WHEEL" structure, and a "WATER WHEEL" structure. The map also shows a "WATER WHEEL" structure and a "WATER WHEEL" structure.

The map is a detailed survey of a corner of a section in Township 36 North, Range 10 East. It shows several land parcels with their boundaries defined by bearings and distances. Key features include:

- Parcel 1 (Top Left):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 2 (Top Right):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 3 (Bottom Left):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Parcel 4 (Bottom Right):** Bounded by a line bearing S 1/4° E 134 feet, a line bearing S 89° 55' E 134 feet, and a line bearing S 89° 55' E 134 feet. The area is 1.34 acres.
- Other Features:** The map includes a "COURT HOUSE" building, a "WATER WHEEL" structure, and a "WATER WHEEL" structure. The map also shows a "WATER WHEEL" structure and a "WATER WHEEL" structure.

[illegible]

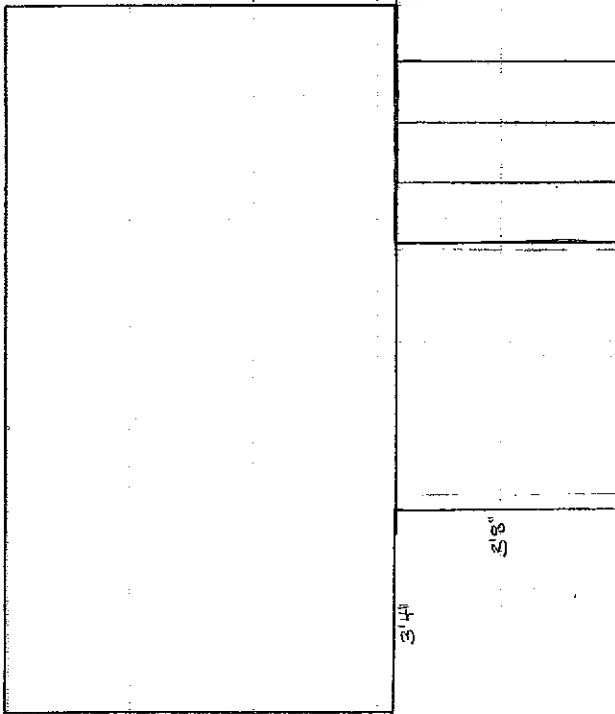
\_\_\_\_\_



Row Wood Floor Deck.

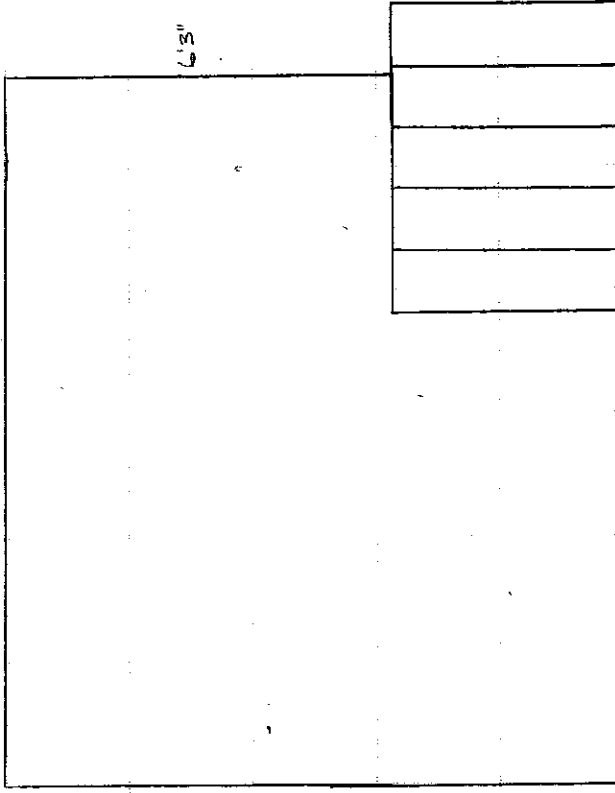
OLD DECK

11'6"



PROPOSED DECK

11'6"



Where Quality is a . . . a family tradition



JOB Row Wood  
SHEET NO. 1 OF 1  
CALCULATED BY K.W.G. DATE 1/21/11  
CHECKED BY 1/21/11 DATE 1/21/11  
SCALE 1/2" = 1'

**ORDINANCE NO. \_\_**

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

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

**Section I**

Section II, Article 3 of City Ordinance 810 be hereby amended to read as follows:

3. A site plan of the PUD prepared by Madsen Land Surveying and dated November 7, 2000, showing structure height and number of stories, the locations of property boundaries, surface water features, existing and proposed structures, other facilities, and topographic contours, is hereby approved and made part of this development conditions as if it were fully set forth herein. The cumulative density allowed for the PUD is 20.1 dwelling units, and the density approved for development shall be 11 dwelling units.

The decks for the units along 3<sup>rd</sup> Avenue may be completed in compliance with the plans drafted by JBR dated May 13, 2013, provided such deck maintains the minimum setback outlined in Section 1, Article 1 of this document.

**Section II**

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

**Section III**

Passed and adopted by the City Council of the City of Worthington, Minnesota, this \_\_\_\_ day of July, 2013.

(SEAL)

\_\_\_\_\_  
Alan Oberloh, Mayor

Attest: \_\_\_\_\_  
Janice Oberloh, City Clerk



♦ Edgerton Office  
760 Main St.  
P.O. Box 26  
Edgerton, MN 56128  
(507) 442-5000

♦ Lenta Office  
11665 110th St.  
P.O. Box 338  
Lenta, MN 56153  
(507) 443-6741

♦ Pipestone Office  
202 2nd Ave., SE  
P.O. Box 68  
Pipestone, MN 56164  
(507) 825-0055

♦ Rushmore Office  
103 N. Thompson Ave.  
P.O. Box 48  
Rushmore, MN 56168  
(507) 478-4121

♦ Worthington Office  
1433 Oxford St.  
P.O. Box 725  
Worthington, MN 56187  
(507) 376-9747

♦ Wal-Mart Office  
1055 Ryan's Rd.  
P.O. Box 186  
Worthington, MN 56187  
(507) 372-2224

Dear Lending Partner;

As follow-up to our meeting held here at the bank on Tuesday, May 28, 2013 regarding the status of business operations of the Living Life Adult Day Center, LLC, this letter will summarize the discussions regarding, principal and interest monthly payment deferral until the cash flow improves.

An assessment of the business reported by the owner, Lori Klooster, the business currently has nine full and part-time clients with the potential for five more in the next 3-6 weeks. At present, the business currently is performing at a positive cash flow prior to loan payments being made. Once the additional clients are processed, total monthly cash flow is expected to exceed monthly expenses by \$1,300/month. This includes payroll expenses except for Lori's salary. (Attachment)

Accounts payable include past due payroll and real estate taxes totaling \$5,200 but not including any accrued interest on term debt. In addition, grant funding of \$100,000 plus match funding is pending approval and hopefully will be approved by mid-June.

Therefore, based on present circumstances, it appears reasonable to extend for an additional 2-month period deferment (June & July) of principal and interest payments after which time either the business is able to meet its obligations or the future viability of the business is in serious doubt.

Please let me know your thoughts or decision at your earliest convenience.

Sincerely,

Jerome P. Kopel  
Executive Vice President



# Change Order

Date

3/25/2013


**Project:**

CITY OF WORTHINGTON - CITY HALL  
- CHANGE ORDER #1  
303 NINTH STREET  
ATTN: BRAD CHAPULIS  
WORTHINGTON MN 56187

**From:**

CULINEX  
JUDY BROEREN  
311 4TH AVE. SO.  
SARTELL, MN 56377  
CELL 612-791-2949

Project Code: CITY\_OF\_

| Item  | Qty    | Description  | Sell     | Sell Total   |
|-------|--------|--|----------|--------------|
| 0     | 1 ea   | <b>EVENT CENTER</b><br>Culnex<br>WORTHINGTON EVENT CENTER<br>1447 PRAIRIE DRIVE<br>WORTHINGTON, MN 56187   |          |              |
| 2 CXL | -4 ea  | <b>FOLDING TABLE</b><br>MTS Seating Model No. 440-66RD-WL<br>440 Series Folding Table, round top, 66" dia., 29"H, thermoplastic<br>honeycomb core with ABS plastic top, black PVC molding edge,<br>wishbone style legs, spring-bolt locking leg braces<br><br>-4 ea 15 year structural frame warranty, std. (no charge)<br>-4 ea ABS plastic surface to be specified<br>-4 ea Metal finish to be specified | \$355.19 | (\$1,420.76) |
| 5     | -36 ft | <b>STAGE PLATFORM SKIRT</b><br>MTS Seating Model No. 484-SKB08<br>Mobile Stage Skirt, 7" high, box pleat, include 1 clip for linear foot<br>(price per linear foot)<br>-36 ea 5 yr. warranty, std.<br>-36 ea Fabric to be specified<br>-36 ea Velcro to be specified   | \$10.38  | (\$373.68)   |

## Culinex


Date

3/25/2013

| Item   | Qty     | Description   | Sell     | Sell Total   |
|--------|---------|---|----------|--------------|
| 5 CHG  | 68 ft   | <b>STAGE PLATFORM SKIRT</b><br>MTS Seating Model No. 484-SKB08<br>Mobile Stage Skirt, 7" high, box pleat, include 1 clip for linear foot<br>(price per linear foot)             | \$10.38  | \$705.84     |
|        | 68 ea   | 5 yr. warranty, std.  |          |              |
|        | 68 ea   | Black fabric  |          |              |
|        | 68 ea   | Velcro to be specified  |          |              |
|        | 1 ea    | SKIRTING TO CONSIST OF:<br>4 EACH AT 14' LONG<br>2 EACH AT 6' LONG  |          |              |
| 23 CXL | -1 lt   | <b>66" ROUND TABLECLOTHES</b><br>Marko by Carlisle<br>(6 EACH) 66" ROUND TABLECLOTHES   | \$404.62 | (\$404.62)   |
| 26     | -100 ea | <b>CHAIR, ARMCHAIR, OUTDOOR</b><br>Oak Street Mfg. Model No. OD3110<br>Arm Chair, outdoor, metal diamond back, metal seat, zinc plated with<br>powdercoat finish, charcoal gray | \$41.90  | (\$4,190.00) |
| 26 CHG | 80 ea   | <b>CHAIR</b><br>Oak Street Mfg. Model No. OD3113<br>Beach House Arm Chair, outdoor, metal perforated back, metal seat,<br>zinc plated with powdercoat finish, slate gray        | \$41.90  | \$3,352.00   |
|        | 80 ea   | 1 yr. warranty against defects in material and workmanship, std.  |          |              |
| 30     | -4 ea   | <b>BENCH</b><br>Plymold Model No. 133042/51410<br>Wall Bench, 42", upholstered seat, metal frame  | \$132.75 | (\$531.00)   |
|        | -4 ea   | 5 year structural frame warranty, std.  |          |              |
|        | -4 ea   | Frame color to be specified   |          |              |
|        | -4 ea   | Seat upholstery to be specified   |          |              |
| 30     | 4 ea    | <b>SOFA SEATING LOW TABLE</b><br>Plymold Model No. 711515PS<br>Salon Table, rectangular, 48"W x 21"D, upholstered top, beech frame  | \$288.56 | \$1,154.24   |
|        | 4 ea    | Frame finish to be specified  |          |              |
|        | 4 ea    | Upholstery to be specified  |          |              |

Initial: \_\_\_\_\_

3/25/2013

| Item     | Qty    | Description  | Sell    | Sell Total   |
|----------|--------|--|---------|--------------|
| 37       | -82 ea | <b>GLASSES DISHWASHER RACK</b><br>Vollrath Model No. 52733<br> Signature Compartment Rack, 25 XXX-TALL, Full Size, 19 3/4" sq., polypropylene, overall ht, 11 5/16", inside comp, size 3 1/2"x3 1/2", inside ht, 9 15/16", specify color, USA made, NSF | \$53.73 | (\$4,405.86) |
|          | -82 ea | Gray - color #6  |         |              |
|          | -82 ea | No imprinting  |         |              |
| 37.1 CHG | 47 ea  | <b>GLASSES DISHWASHER RACK</b><br>Vollrath Model No. 52712<br> Signature Compartment Rack, 25 X-TALL, Full Size, 19 3/4" sq., polypropylene, overall ht, 8 1/2", inside comp, size 3 1/2"x3 1/2", inside ht, 7 1/8", specify color, USA made, NSF       | \$42.03 | \$1,975.41   |
|          | 47 ea  | Green - color #1   |         |              |
|          | 47 ea  | **FOR ANCHOR GLASSWARE #90017  |         |              |
| 37.2 CHG | 23 ea  | <b>GLASSES DISHWASHER RACK</b><br>Vollrath Model No. 52712<br> Signature Compartment Rack, 25 X-TALL, Full Size, 19 3/4" sq., polypropylene, overall ht, 8 1/2", inside comp, size 3 1/2"x3 1/2", inside ht, 7 1/8", specify color, USA made, NSF       | \$42.03 | \$966.69     |
|          | 23 ea  | Red - color #3   |         |              |
|          | 23 ea  | **FOR ANCHOR GLASSWARE #90016  |         |              |
| 37.3 CHG | 16 ea  | <b>GLASSES DISHWASHER RACK</b><br>Vollrath Model No. 52717<br> Signature Compartment Rack, 36 XX-TALL, Full Size, 19 3/4" sq., polypropylene, overall ht, 9 7/8", inside comp, size 2 7/8"x2 7/8", inside ht, 8 1/2", specify color, USA made, NSF    | \$50.05 | \$800.80     |
|          | 16 ea  | Light Blue - color #4  |         |              |
|          | 16 ea  | **FOR ANCHOR GLASSWARE #80019  |         |              |
| 37.4 CHG | 12 ea  | <b>GLASSES DISHWASHER RACK</b><br>Vollrath Model No. 52712<br> Signature Compartment Rack, 25 X-TALL, Full Size, 19 3/4" sq., polypropylene, overall ht, 8 1/2", inside comp, size 3 1/2"x3 1/2", inside ht, 7 1/8", specify color, USA made, NSF     | \$42.03 | \$504.36     |
|          | 12 ea  | Gray - color #6  |         |              |
|          | 12 ea  | **FOR LIBBEY GLASSWARE #15715  |         |              |



## Culinex

Date

3/25/2013

| Item     | Qty   | Description   | Sell    | Sell Total   |
|----------|-------|---|---------|--------------|
| 37.5 CHG | 10 ea | <b>GLASSES DISHWASHER RACK</b>  | \$29.69 | \$296.90     |
|          |       | Vollrath Model No. 52710  |         |              |
|          |       | Signature Compartment Rack, 25 MEDIUM, Full Size, 19 3/4" sq.,<br>polypropylene, overall ht, 5 5/8", inside comp, size 3 1/2"x3 1/2",<br>inside ht, 4 5/16", specify color, USA made, NSF |         |              |
|          | 10 ea | Gold - color #5   |         |              |
|          | 10 ea | **FOR LIBBEY GLASSWARE #15710   |         |              |
| Total    |       |   |         | (\$1,569.68) |

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Culinox

## Change Order

Date

4/12/2013




**Project:**

CITY OF WORTHINGTON - CHANGE  
ORDER #2

**From:**

CULINEX  
JUDY BROEREN  
311 4TH AVE. SO.  
SARTELL, MN 56377  
CELL 612-791-2949

Project Code: CITY\_OF\_

| Item    | Qty   | Description   | Sell     | Sell Total |
|---------|-------|---|----------|------------|
| 1       | 18 ea | <b>RACK DOLLY</b><br><br>Vollrath Model No. 1697<br>Rack-Master® Dolly Base, platform design, no handle, single-stack, copolymer construction, 5" casters, 21" x 21", beige, holds up to 450 lbs.<br>1 ea **NOTE: 16 EACH DOLLIES FOR THE COLOR GLASS RACKS TO STORE WITH THE GLASSES IN THE RACKS. 2 EACH DOLLIES ARE TO STORE THE 25 EACH DISH RACKS ONLY WITH NO DISHES IN THE RACKS JUST WHEN DONE WASHING DISHES. | \$90.20  | \$1,623.60 |
| 24 DEL  | -6 ea | <b>LINEN NAPKIN</b><br><br>Marko by Carlisle Model No. 5378A-17X17<br>Napkin, Linen, SoftWeave™ Signature Weave, spun filament polyester, treated with grease and stain release formula, 17" x 17", with merrowed edges, SANDELWOOD<br>1 ea *NOTE: NAPKINS SOLD PER DOZEN. ORIGINAL CONTRACT HAD 750 EACH CHANGED TO 744 EACH  | \$1.13   | (\$6.78)   |
| K6A ADD | 1 ea  | <b>DISHTABLE SORTING SHELF</b><br><br>John Boos Model No. PB-SRW-42-X<br>Sorting Shelf, traditional design, 42" long, holds two racks<br>1 ea NOTE: TO HANG ABOVE CLEAN DISHTABLE ITEM #K6A - ONCE DISHRACK COMES OUT OF DISHMACHINE STAFF CAN PUT 2 RACKS UP ON SORTING SHELF TO GET OUT OF THE WAY.  | \$134.40 | \$134.40   |
| Total   |       |   |          | \$1,751.22 |

CITY OF WORTHINGTON - CHANGE  
ORDER #2

Initial: \_\_\_\_\_

Page 1 of 2

Culinex

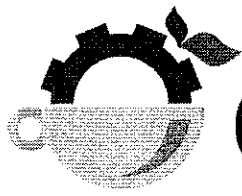
Date

4/12/2013

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Culinox

## Change Order

Date

5/3/2013

**Project:**

CITY OF WORTHINGTON - CHANGE  
ORDER #3  
303 NINTH STREET  
WORTHINGTON MN 56187

**From:**

CULINEX  
JUDY BROEREN  
311 4TH AVE. SO.  
SARTELL, MN 56377  
CELL 612-791-2949

Project Code: CITY\_OF\_

| Item | Qty   | Description   | Sell    | Sell Total |
|------|-------|---|---------|------------|
| 0    | 1 ea  | <b>JOBSITE ADDRESS</b><br>Culinox<br>WORTHINGTON EVENT CENTER<br>1447 PRAIRIE DRIVE<br>WORTHINGTON, MN 56187  |         |            |
| 1    | 10 ea | <b>LAMINATE TABLE TOP</b><br>Oak Street Mfg. Model No. CKTL30R-MB<br>Reversible Cocktail Table Top, round, 30" dia., 3/4" thick, melamine surface, extruded black rubber T-mold edge, industrial grade particle board, mahogany/black | \$24.96 | \$249.60   |
|      | 10 ea | 1 yr. warranty against defects in material and workmanship, std.  |         |            |
| 2    | 10 ea | <b>METAL TABLE BASE</b><br>Oak Street Mfg. Model No. B17DISC-BAR<br>Table Base, 17" dia. base spread, 3" steel column, 40-3/4" bar height, cast iron, adjustable poly levelers, wrinkle powder coated finish, black                   | \$40.32 | \$403.20   |
|      | 10 ea | 1 yr. warranty against defects in material and workmanship, std.  |         |            |
|      | 1 ea  | SHIPPING THIS COULD SHIP WITH THE OUTDOOR FURNITURE   |         |            |

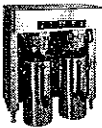
CITY OF WORTHINGTON - CHANGE  
ORDER #3

Initial: \_\_\_\_\_

Page 1 of 2

Exhibit 3

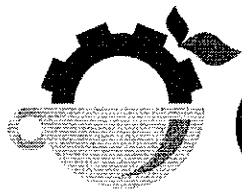
5/3/2013

| Item        | Qty  | Description   | Sell       | Sell Total |
|-------------|------|---|------------|------------|
| 3           | 1 ea | <b>COFFEE BREWER</b>  | \$2,535.75 | \$2,535.75 |
|             |      |  Bunn-O-Matic Model No. TITAN-DUAL-0000<br>39200.0000 Titan™ Dual Brewer, 34.3 gallon per hour, coffee extraction controlled w/pre-infusion & pulse brew, digital temperature control, large spray head, BrewMETER®, SplashGard® funnel, locks & 28 ounce capacity and paper filter retainers, hot water faucet, Energy-saver mode, stainless steel insulated servers (sold separately), (2) 12,000 watts, UL, NSF |            |            |
|             | 1 ea | 120/208v/50-60/3-ph, 12000w, 33.4amps, no cord, std   |            |            |
|             | 4 ea | TITAN-TF-0001 39400.0001 Titan™ ThermoFresh® Server, portable, insulated 3 gallon, contemporary styling & wrap program, large cup clearance, fast flow faucet, brew through lid, Integrated sight gauge, NSF  | \$302.45   | \$1,209.80 |
|             | 1 ea | EQHP-54L-0003 39000.0003 EQHP-54L Easy Clear® Ultra-High Water System, 54,000 gallon, reduced sediment, chlorine taste & odor, 5 gpm, scale inhibitors with "L" model, equipment protection, 10 micron, includes: a head assembly, integral mounting bracket and cartridge filter, Quick Connect, NSF   | \$196.82   | \$196.82   |
|             | 1 ea | SHIPPING INCOMING FREIGHT   | \$63.25    | \$63.25    |
| ITEM TOTAL: |      |   |            | \$4,005.62 |
| Total       |      |   |            | \$4,658.42 |

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Culinox

## Quote

Date

5/24/2013

**Project:**

CITY OF WORTHINGTON - CHANGE  
ORDER #4  
303 NINTH STREET  
ATTN: BRAD CHAPULIS  
WORTHINGTON MN 56187

**From:**

CULINEX  
JUDY BROEREN  
311 4TH AVE. SO.  
SARTELL, MN 56377  
CELL 612-791-2949

Project Code: CITY\_OF\_

| Item        | Qty  | Description  | Sell     | Sell Total |
|-------------|------|--|----------|------------|
| 7           | 6 ea | <b>TABLE DOLLY TRUCK</b>   | \$307.21 | \$1,843.26 |
|             |      | MTS Seating Model No. 475-RTCHB  |          |            |
|             |      | 475 Series Folding Table Caddy, 61" x 31-1/4" x 41-1/4"H, cap. (8) 60" - 72" round tables, standard duty, welded steel frame, rubber covered side rails, 4" dia. hard rubber wheel swivel stem casters, black finish |          |            |
|             | 6 ea | 1 year structural frame warranty, std. (no charge)   |          |            |
|             | 1 ea | INCOMING FREIGHT INCOMING FREIGHT TO DIRECT SHIP TO WORTHINGTON EVENT CENTER   | \$201.25 | \$201.25   |
| ITEM TOTAL: |      |  |          | \$2,044.51 |
| 10          | 2 ea | <b>PODIUM</b>  | \$407.10 | \$814.20   |
|             |      | Custom   |          |            |
|             |      | GLOBAL PODIUM  |          |            |
|             | 1 ea | 3 WEEK LEAD TIME - UNITS ARE KNOCK DOWN  |          |            |
|             | 1 ea | SHIPPING DELIVERY, ASSEMBLE AND SET IN PLACE OF 2 EACH PODIUMS.  | \$250.00 | \$250.00   |
| ITEM TOTAL: |      |  |          | \$1,064.20 |
| Total       |      |  |          | \$3,108.71 |

5/24/2013

**Terms of Sale:**

The risk in the Goods shall pass to the Buyer on delivery, but the title to the goods shall remain vested in the Seller until the Seller has received payment in full in cleared funds. Do not give carrier clear receipt if you find shipment damaged or short. Receipt from carrier ends our responsibility. Please make claim with carrier. Do not deduct from invoice. A finance charge of 1.5% per month will be added to all amounts beyond terms. This is an annual percentage rate of 18%. Minimum finance charge is \$.50. All special orders require a minimum 30% down payment. I understand and agree to these terms.

Initial \_\_\_\_\_

**Returns:**

All regular stocking items may be returned for full credit in new un-used condition in the original packaging. Non-stock or special order items may be returned provided the factory will take them back in new un-used condition in original packaging. A restocking charge (30% minimum) plus any return freight charges incurred will be applied to your account. Custom fabrication or made to order items may not be returned for credit. All items must be returned within 30 days of invoice. I understand and agree to the returns policy.

Initial \_\_\_\_\_

Acceptance: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

| VENDOR SORT KEY                        | DATE    | DESCRIPTION                        | FUND               | DEPARTMENT             | AMOUNT    |
|--|---------|------------------------------------|--------------------|------------------------|-----------|
| AMERICAN BOTTLING COMPANY              | 5/31/13 | MIX                                | LIQUOR             | NON-DEPARTMENTAL       | 104.96    |
|  |         |                                    |                    | TOTAL:                 | 104.96    |
| ARCTIC ICE INC                         | 5/31/13 | ICE                                | LIQUOR             | NON-DEPARTMENTAL       | 279.65    |
|  |         |                                    |                    | TOTAL:                 | 279.65    |
| AX PHOTO                               | 5/31/13 | DEVELOPMENT OF PICTURES            | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 17.36     |
|  |         |                                    |                    | TOTAL:                 | 17.36     |
| BEVERAGE WHOLESALERS INC               | 5/31/13 | BEER                               | LIQUOR             | NON-DEPARTMENTAL       | 8,681.90  |
|  | 5/31/13 | BEER                               | LIQUOR             | NON-DEPARTMENTAL       | 5,653.95  |
|  | 5/31/13 | MIX                                | LIQUOR             | NON-DEPARTMENTAL       | 75.00     |
|  | 5/31/13 | BEER                               | LIQUOR             | NON-DEPARTMENTAL       | 3,950.24  |
|  | 5/31/13 | MIX CREDIT                         | LIQUOR             | NON-DEPARTMENTAL       | 77.00     |
|  | 5/31/13 | BEER                               | LIQUOR             | NON-DEPARTMENTAL       | 3,739.20  |
|  | 5/31/13 | MIX                                | LIQUOR             | NON-DEPARTMENTAL       | 75.00     |
|  |         |                                    |                    | TOTAL:                 | 22,098.29 |
| C&S CHEMICALS INC                      | 5/31/13 | 4,182 GALLONS ALUM                 | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 5,206.98  |
|  |         |                                    |                    | TOTAL:                 | 5,206.98  |
| CENTER SPORTS INC                      | 5/31/13 | NAME TAGS                          | GENERAL FUND       | FIRE ADMINISTRATION    | 53.09     |
|  |         |                                    |                    | TOTAL:                 | 53.09     |
| CENTRAL SPECIALTIES INC                | 5/31/13 | HOT MIX                            | GENERAL FUND       | PAVED STREETS          | 425.15    |
|  |         |                                    |                    | TOTAL:                 | 425.15    |
| CITY OF WORTHINGTON                    | 5/31/13 | PETTY CASH-SPRING CLEAN-UP         | GENERAL FUND       | NON-DEPARTMENTAL       | 300.00    |
|  |         |                                    |                    | TOTAL:                 | 300.00    |
| COCA-COLA ENTERPRISES-MIDWEST DIVISION | 5/31/13 | MIX                                | LIQUOR             | NON-DEPARTMENTAL       | 263.68    |
|  |         |                                    |                    | TOTAL:                 | 263.68    |
| COOPERATIVE ENERGY CO- ACCT # 5910807  | 5/31/13 | MOWER GAS                          | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 188.86    |
|  |         |                                    |                    | TOTAL:                 | 188.86    |
| CULINEX                                | 5/31/13 | EVENT CENTER #2                    | EVENT CENTER/AUDIT | EVENT CENTER           | 74,457.10 |
|  |         |                                    |                    | TOTAL:                 | 74,457.10 |
| DACOTAH PAPER CO                       | 5/31/13 | BAGS AND PAPER TOWELS              | LIQUOR             | O-GEN MISC             | 265.29    |
|  |         |                                    |                    | TOTAL:                 | 265.29    |
| DAKOTA SUPPLY GROUP INC                | 5/31/13 | HIGH SERVICE PUMP REPAIR           | WATER              | M-PURIFY EQUIPMENT     | 304.98    |
|  | 5/31/13 | LPRW-VALVES & HYDRANT              | WATER              | FA WELLS & SPRINGS     | 4,713.06  |
|  |         |                                    |                    | TOTAL:                 | 5,018.04  |
| DANS ELECTRIC INC                      | 5/31/13 | TRUCK-FILL STAND BY LAKE           | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 419.81    |
|  | 5/31/13 | TRUCK-FILL STAND BY LAKE           | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 110.00    |
|  | 5/31/13 | STORM LIFT-NEW MOTOR               | STORM WATER MANAGE | STORM DRAINAGE         | 165.00    |
|  | 5/31/13 | STORM LIFT-NEW MOTOR               | STORM WATER MANAGE | STORM DRAINAGE         | 39.93     |
|  | 5/31/13 | WALK IN COOLER                     | LIQUOR             | O-GEN MISC             | 709.04    |
|  | 5/31/13 | WALK IN COOLER                     | LIQUOR             | O-GEN MISC             | 649.53    |
|  | 5/31/13 | WALK IN COOLER                     | LIQUOR             | O-GEN MISC             | 8.63      |
|  | 5/31/13 | WALK IN COOLER                     | LIQUOR             | O-GEN MISC             | 490.99    |
|  | 5/31/13 | WALK IN COOLER                     | LIQUOR             | O-GEN MISC             | 1,615.00  |
|  | 5/31/13 | GENERATOR, EXHAUST COOLING AIRPORT |                    | O-GEN MISC             | 880.00    |



| VENDOR SORT KEY                 | DATE    | DESCRIPTION                                   | FUND               | DEPARTMENT             | AMOUNT    |
|---------------------------------|---------|---|--------------------|------------------------|-----------|
|                                 | 5/31/13 | GENERATOR, EXHAUST COOLING AIRPORT            |                    | O-GEN MISC             | 103.44    |
|                                 |         |   |                    | TOTAL:                 | 5,191.37  |
| DAVIS TYPEWRITER CO INC         | 5/31/13 | LEGAL POCKETS, BINDER COMB                    | GENERAL FUND       | ENGINEERING ADMIN      | 49.15     |
|                                 | 5/31/13 | PHONE MESSAGE BOOKS                           | GENERAL FUND       | ENGINEERING ADMIN      | 13.77     |
|                                 | 5/31/13 | CLIP BINDERS                                  | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 1.66      |
|                                 | 5/31/13 | PHONE MESSAGE BOOKS                           | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 13.78     |
|                                 | 5/31/13 | PAPER   | GENERAL FUND       | PAVED STREETS          | 14.18     |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH WATER              |                    | ADMIN OFFICE SUPPLIES  | 5.84      |
|                                 | 5/31/13 | SUPPLIES                                      | WATER              | ADMIN OFFICE SUPPLIES  | 1.60      |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH WATER              |                    | ACCTS-RECORDS & COLLEC | 7.84      |
|                                 | 5/31/13 | BLACK INK JET CARTRIDGES                      | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION   | 123.31    |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH MUNICIPAL WASTEWAT |                    | ADMIN OFFICE SUPPLIES  | 5.83      |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH MUNICIPAL WASTEWAT |                    | ACCT-RECORDS & COLLECT | 7.84      |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH ELECTRIC           |                    | ADMIN OFFICE SUPPLIES  | 11.68     |
|                                 | 5/31/13 | BATTERIES, RUBBERBANDS, SH ELECTRIC           |                    | ACCTS-RECORDS & COLLEC | 15.68     |
|                                 |         |   |                    | TOTAL:                 | 272.16    |
| DENNIS L RICK LTD               | 5/31/13 | FIRE DEPT AUDIT                               | GENERAL FUND       | FIRE ADMINISTRATION    | 2,500.00  |
|                                 |         |   |                    | TOTAL:                 | 2,500.00  |
| DEWILD GRANT RECKERT AND ASSOC  | 5/31/13 | PROFESSIONAL SERVICES                         | ELECTRIC           | O-DISTR STATION EXPENS | 684.00    |
|                                 | 5/31/13 | PROFESSIONAL SERVICES-CROS                    | ELECTRIC           | FA DISTR POLES TOWERS  | 462.00    |
|                                 |         |   |                    | TOTAL:                 | 1,146.00  |
| ECHO GROUP INC                  | 5/31/13 | HEATER BULB-CLARIFIER                         | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT     | 82.64     |
|                                 | 5/31/13 | 10 SLOW BLOW FUSES-WWTP                       | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT     | 22.34     |
|                                 | 5/31/13 | AIRPORT 400W CLEAR BULBS                      | AIRPORT            | O-GEN MISC             | 18.80     |
|                                 |         |   |                    | TOTAL:                 | 123.78    |
| ELKS LODGE                      | 5/31/13 | ADVERTISING IN STATE BOOKL LIQUOR             |                    | O-GEN MISC             | 90.00     |
|                                 |         |   |                    | TOTAL:                 | 90.00     |
| EXTREME BEVERAGE LLC            | 5/31/13 | MIX   | LIQUOR             | NON-DEPARTMENTAL       | 92.00     |
|                                 |         |   |                    | TOTAL:                 | 92.00     |
| FERGUSON ENTERPRISES INC #226   | 5/31/13 | RESTROOM KIT                                  | RECREATION         | PARK AREAS             | 15.80     |
|                                 | 5/31/13 | PVC CAP                                       | STORM WATER MANAGE | STORM DRAINAGE         | 8.20      |
|                                 |         |   |                    | TOTAL:                 | 24.00     |
| H & H AUTO & REPAIR             | 5/31/13 | AC RECHARGE AND SERVICE                       | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 77.07     |
|                                 |         |   |                    | TOTAL:                 | 77.07     |
| HAGEN BEVERAGE DISTRIBUTING INC | 5/31/13 | BEER  | LIQUOR             | NON-DEPARTMENTAL       | 7,311.55  |
|                                 | 5/31/13 | MIX   | LIQUOR             | NON-DEPARTMENTAL       | 45.00     |
|                                 | 5/31/13 | BEER  | LIQUOR             | NON-DEPARTMENTAL       | 9,344.10  |
|                                 | 5/31/13 | MIX   | LIQUOR             | NON-DEPARTMENTAL       | 125.00    |
|                                 | 5/31/13 | BEER  | LIQUOR             | NON-DEPARTMENTAL       | 10,093.35 |
|                                 | 5/31/13 | BEER  | LIQUOR             | NON-DEPARTMENTAL       | 143.50    |
|                                 |         |   |                    | TOTAL:                 | 27,062.50 |
| HAWKINS INC                     | 5/31/13 | 2 TONS CHLORINE                               | WATER              | O-PURIFY               | 2,173.00  |
|                                 |         |   |                    | TOTAL:                 | 2,173.00  |
| HD SUPPLY WATERWORKS            | 5/31/13 | WEST LPRW INTERCONNECT SUP WATER              |                    | FA WELLS & SPRINGS     | 9,436.20  |
|                                 |         |   |                    | TOTAL:                 | 9,436.20  |

| VENDOR SORT KEY               | DATE    | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT    |
|-------------------------------|---------|----------------------------|--------------------|------------------------|-----------|
| HY-VEE INC-61609              | 5/31/13 | SUPPLIES                   | WATER              | ACCTS-RECORDS & COLLEC | 20.87     |
|                               | 5/31/13 | SUPPLIES                   | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 20.86     |
|                               | 5/31/13 | SUPPLIES                   | ELECTRIC           | ACCTS-RECORDS & COLLEC | 41.73     |
|                               |         |                            |                    | TOTAL:                 | 83.46     |
| IDE@S                         | 5/31/13 | TECH SUPPORT               | LIQUOR             | O-GEN MISC             | 67.50     |
|                               | 5/31/13 | TECH SUPPORT               | LIQUOR             | O-GEN MISC             | 45.00     |
|                               |         |                            |                    | TOTAL:                 | 112.50    |
| JAYCOX IMPLEMENT INC          | 5/31/13 | TOOLCAT WINDOW REPAIR      | GENERAL FUND       | STORM DAMAGE           | 24.53     |
|                               |         |                            |                    | TOTAL:                 | 24.53     |
| JERRY'S AUTO SUPPLY           | 5/31/13 | WORK LAMP                  | STORM WATER MANAGE | STORM DRAINAGE         | 23.49     |
|                               |         |                            |                    | TOTAL:                 | 23.49     |
| JOHNSON BROTHERS LIQUOR CO    | 5/31/13 | LIQUOR                     | LIQUOR             | NON-DEPARTMENTAL       | 5,206.73  |
|                               | 5/31/13 | WINE                       | LIQUOR             | NON-DEPARTMENTAL       | 2,077.00  |
|                               | 5/31/13 | LIQUOR                     | LIQUOR             | NON-DEPARTMENTAL       | 7,537.17  |
|                               | 5/31/13 | WINE                       | LIQUOR             | NON-DEPARTMENTAL       | 2,912.45  |
|                               | 5/31/13 | MIX CREDIT                 | LIQUOR             | NON-DEPARTMENTAL       | 30.96     |
|                               | 5/31/13 | LIQUOR CREDIT              | LIQUOR             | NON-DEPARTMENTAL       | 238.00    |
|                               | 5/31/13 | FREIGHT                    | LIQUOR             | O-SOURCE MISC          | 73.60     |
|                               | 5/31/13 | FREIGHT                    | LIQUOR             | O-SOURCE MISC          | 69.87     |
|                               | 5/31/13 | FREIGHT                    | LIQUOR             | O-SOURCE MISC          | 130.83    |
|                               | 5/31/13 | FREIGHT                    | LIQUOR             | O-SOURCE MISC          | 97.62     |
|                               | 5/31/13 | FREIGHT                    | LIQUOR             | O-SOURCE MISC          | 3.20      |
|                               |         |                            |                    | TOTAL:                 | 17,833.11 |
| KING TURKEY DAY INC           | 5/31/13 | 2013 SPONSORSHIP           | GENERAL FUND       | PROMOTIONAL COMMITTEE  | 1,500.00  |
|                               | 5/31/13 | 2013 SPONSORSHIP           | ELECTRIC           | ACCTS-INFO & INSTR ADV | 250.00    |
|                               |         |                            |                    | TOTAL:                 | 1,750.00  |
| KNOLOGY                       | 5/31/13 | BAC                        | ECONOMIC DEV AUTHO | TRAINING/TESTING CENTE | 70.66     |
|                               |         |                            |                    | TOTAL:                 | 70.66     |
| KUSSMAUL ELECTRONICS CO INC   | 5/31/13 | CHARGER PUMP PLUS          | GENERAL FUND       | FIRE ADMINISTRATION    | 321.10    |
|                               |         |                            |                    | TOTAL:                 | 321.10    |
| MALTERS SHEPHERD & VON HOLTUM | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | CITY ATTORNEY          | 1,819.37  |
|                               | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | CITY ATTORNEY          | 500.00    |
|                               | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | CITY ATTORNEY          | 1,485.37  |
|                               | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 552.03    |
|                               | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 706.99    |
|                               | 5/31/13 | LEGAL FEES                 | GENERAL FUND       | CODE ENFORCEMENT       | 404.31    |
|                               | 5/31/13 | LEGAL FEES                 | EVENT CENTER/AUDIT | EVENT CENTER           | 241.03    |
|                               | 5/31/13 | LEGAL FEES-SIBLEY TRANSFOR | ELECTRIC           | PROFESSIONAL SERVICES  | 155.50    |
|                               | 5/31/13 | LEGAL FEES                 | INDUSTRIAL WASTEWA | O-PURIFY MISC          | 155.50    |
|                               | 5/31/13 | LEGAL FEES                 | INDUSTRIAL WASTEWA | O-PURIFY MISC          | 676.43    |
|                               | 5/31/13 | LEGAL FEES-AIRPORT FARM LE | AIRPORT            | O-GEN MISC             | 38.88     |
|                               |         |                            |                    | TOTAL:                 | 6,735.41  |
| MARTHALER FORD OF WORTHINGTON | 5/31/13 | OIL CHANGE UNTI 300        | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 41.75     |
|                               | 5/31/13 | OIL CHANGE UNTI 300        | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 4.81      |
|                               |         |                            |                    | TOTAL:                 | 46.56     |
| MATHESON TRI-GAS INC          | 5/31/13 | WORK GLOVES                | WATER              | O-DISTR MISC           | 96.19     |

| VENDOR SORT KEY                        | DATE    | DESCRIPTION                         | FUND                | DEPARTMENT             | AMOUNT   |
|--|---------|-------------------------------------|---------------------|------------------------|----------|
| TOTAL:                                 |         |                                     |                     |                        | 96.19    |
| MINNESOTA CITY/COUNTY MGMT ASSOC SECRE | 5/31/13 | 2013 MEMBERSHIP                     | GENERAL FUND        | ADMINISTRATION         | 121.41   |
| TOTAL:                                 |         |                                     |                     |                        | 121.41   |
| MINNESOTA DEPARTMENT OF HEALTH         | 5/31/13 | COMMUNITY WATER SUPPLY SER WATER    |                     | O-DISTR METERS         | 6,366.00 |
| TOTAL:                                 |         |                                     |                     |                        | 6,366.00 |
| MINNESOTA VALLEY TESTING LABS INC      | 5/31/13 | SALTY DISCHARGE TESTING             | MUNICIPAL WASTEWAT  | O-PURIFY LABORATORY    | 129.60   |
|  | 5/31/13 | BIOSOLIDS TEST ON LR-2E             | MUNICIPAL WASTEWAT  | O-PURIFY MISC          | 35.00    |
| TOTAL:                                 |         |                                     |                     |                        | 164.60   |
| MISCELLANEOUS V BERNDGEN STEVEN B      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 59.70    |
| BERNDGEN STEVEN B                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.08     |
| CASTER JAMES                           | 5/31/13 | CUSTOMER REBATE                     | ELECTRIC            | CUSTOMER INSTALL EXPEN | 25.00    |
| GARCIA JENNIFER V                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 56.61    |
| GARCIA JENNIFER V                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.08     |
| HARRIS KEVIN T                         | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 50.78    |
| HARRIS KEVIN T                         | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.16     |
| HEMMEN ELDON OR SHARON                 | 5/31/13 | CUSTOMER REBATE                     | ELECTRIC            | CUSTOMER INSTALL EXPEN | 50.00    |
| LARSON JANET M                         | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 38.06    |
| LARSON JANET M                         | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.08     |
| MCNIECE ED                             | 5/31/13 | LIGHTING EFFICIENCY REBATE          | ELECTRIC            | CUSTOMER INSTALL EXPEN | 290.50   |
| NEREM DAVID                            | 5/31/13 | CUSTOMER REBATE                     | ELECTRIC            | CUSTOMER INSTALL EXPEN | 25.00    |
| RAMERT DANIEL                          | 5/31/13 | CUSTOMER REBATE                     | ELECTRIC            | CUSTOMER INSTALL EXPEN | 10.00    |
| RIEMERSMA BRANDON                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 52.21    |
| RIEMERSMA BRANDON                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.08     |
| SCRIPTURE TODD OR GENN                 | 5/31/13 | CUSTOMER REBATE                     | ELECTRIC            | CUSTOMER INSTALL EXPEN | 25.00    |
| SHIVELY MATTHEW D                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 49.59    |
| SHIVELY MATTHEW D                      | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.10     |
| XIONG XAI                              | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | NON-DEPARTMENTAL       | 76.92    |
| XIONG XAI                              | 5/31/13 | REFUND OF DEPOSITS-ACCTS F ELECTRIC |                     | ACCTS-RECORDS & COLLEC | 0.10     |
| TOTAL:                                 |         |                                     |                     |                        | 810.05   |
| MISSOURI RIVER ENERGY SERVICES         | 5/31/13 | MRES ANNUAL MEETING-HAIN            | ELECTRIC            | ADMIN OFFICE SUPPLIES  | 50.00    |
|  | 5/31/13 | MRES ANNUAL MEETING-HOFFMA          | ELECTRIC            | ADMIN MISC             | 100.00   |
| TOTAL:                                 |         |                                     |                     |                        | 150.00   |
| NOBLES COUNTY IMPLEMENT                | 5/31/13 | RETURNED OIL                        | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | 6.26     |
|  | 5/31/13 | OIL FOR MOWER AND TRIMMER           | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | 26.13    |
| TOTAL:                                 |         |                                     |                     |                        | 19.87    |
| NORCOSTCO INC                          | 5/31/13 | ROSE TINT                           | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 50.30    |
|  | 5/31/13 | 750W LAMPS                          | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 168.08   |
| TOTAL:                                 |         |                                     |                     |                        | 218.38   |
| NPC INTERNATIONAL                      | 5/31/13 | MN RURAL WATER WEEK CELEBR          | WATER               | ACCTS-SERV & INFORMATI | 308.69   |
| TOTAL:                                 |         |                                     |                     |                        | 308.69   |
| PAUSTIS & SONS                         | 5/31/13 | MIX                                 | LIQUOR              | NON-DEPARTMENTAL       | 94.00    |
|  | 5/31/13 | WINE                                | LIQUOR              | NON-DEPARTMENTAL       | 402.00   |
|  | 5/31/13 | WINE                                | LIQUOR              | NON-DEPARTMENTAL       | 430.01   |
|  | 5/31/13 | FREIGHT                             | LIQUOR              | O-SOURCE MISC          | 4.50     |
|  | 5/31/13 | FREIGHT                             | LIQUOR              | O-SOURCE MISC          | 10.50    |
|  | 5/31/13 | FREIGHT                             | LIQUOR              | O-SOURCE MISC          | 8.75     |
| TOTAL:                                 |         |                                     |                     |                        | 949.76   |

| VENDOR SORT KEY                      | DATE    | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT    |
|--------------------------------------|---------|----------------------------|---------------------|------------------------|-----------|
| PEPSI COLA BOTTLING CO               | 5/31/13 | MIX                        | LIQUOR              | NON-DEPARTMENTAL       | 69.00     |
|                                      | 5/31/13 | MIX                        | LIQUOR              | NON-DEPARTMENTAL       | 293.70    |
|                                      |         |                            |                     | TOTAL:                 | 362.70    |
| PETERSEN CLEANING & SUPPLY           | 5/31/13 | CLEANING                   | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 275.00    |
|                                      |         |                            |                     | TOTAL:                 | 275.00    |
| PHILLIPS WINE & SPIRITS INC          | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 10,044.70 |
|                                      | 5/31/13 | WINE                       | LIQUOR              | NON-DEPARTMENTAL       | 2,165.70  |
|                                      | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 6,344.92  |
|                                      | 5/31/13 | WINE                       | LIQUOR              | NON-DEPARTMENTAL       | 756.90    |
|                                      | 5/31/13 | MIX                        | LIQUOR              | NON-DEPARTMENTAL       | 30.25     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 200.40    |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 37.60     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 73.22     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 32.01     |
|                                      |         |                            |                     | TOTAL:                 | 19,685.70 |
| REACH COMMUNICATIONS                 | 5/31/13 | ELECTRICAL EXTENSION CORD  | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 94.05     |
|                                      |         |                            |                     | TOTAL:                 | 94.05     |
| RUNNINGS SUPPLY INC-ACCT#9502440     | 5/31/13 | SHOP SUPPLIES              | WATER               | O-DISTR MISC           | 8.58      |
|                                      | 5/31/13 | WEED SPRAY                 | ELECTRIC            | O-DISTR STATION EXPENS | 154.25    |
|                                      | 5/31/13 | GRASS SEED                 | ELECTRIC            | CUSTOMER INSTALL EXPEN | 117.55    |
|                                      |         |                            |                     | TOTAL:                 | 280.38    |
| RUNNINGS SUPPLY INC-ACCT#9502485     | 5/31/13 | SIGNS                      | GENERAL FUND        | SIGNS AND SIGNALS      | 15.79     |
|                                      | 5/31/13 | GREASE GUN                 | RECREATION          | PARK AREAS             | 29.91     |
|                                      |         |                            |                     | TOTAL:                 | 45.70     |
| SHINE BROS CORP OF MN                | 5/31/13 | FLAT STEEL                 | GENERAL FUND        | ICE AND SNOW REMOVAL   | 24.40     |
|                                      | 5/31/13 | ICE STORM DAMAGE-OLSON PIC | GENERAL FUND        | STORM DAMAGE (FEMA)    | 7.79      |
|                                      | 5/31/13 | LAKE FRONT RAILING         | RECREATION          | PARK AREAS             | 12.34     |
|                                      |         |                            |                     | TOTAL:                 | 44.53     |
| SOUTHERN WINE & SPIRITS OF MINNESOTA | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 4,674.50  |
|                                      | 5/31/13 | WINE                       | LIQUOR              | NON-DEPARTMENTAL       | 1,516.00  |
|                                      | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 1,722.04  |
|                                      | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 5,581.20  |
|                                      | 5/31/13 | LIQUOR                     | LIQUOR              | NON-DEPARTMENTAL       | 58.02     |
|                                      | 5/31/13 | WINE                       | LIQUOR              | NON-DEPARTMENTAL       | 525.99    |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 75.83     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 44.40     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 28.06     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 81.54     |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 0.46      |
|                                      | 5/31/13 | FREIGHT                    | LIQUOR              | O-SOURCE MISC          | 11.10     |
|                                      |         |                            |                     | TOTAL:                 | 14,319.14 |
| STINK PRETTY SPECIALTY PRODUCTS      | 5/31/13 | HAND CLEANER & URINAL PADS | WATER               | O-DISTR MISC           | 121.84    |
|                                      |         |                            |                     | TOTAL:                 | 121.84    |
| TRI-STATE RENTAL CENTER              | 5/31/13 | SPEEDY CLEAN               | GENERAL FUND        | PAVED STREETS          | 20.25     |
|                                      |         |                            |                     | TOTAL:                 | 20.25     |
| UNIVERSITY OF MINNESOTA              | 5/31/13 | URBAN TREE CARE WORKSHOP   | RECREATION          | TREE REMOVAL           | 250.00    |

| VENDOR SORT KEY                        | DATE    | DESCRIPTION              | FUND               | DEPARTMENT             | AMOUNT   |
|--|---------|--------------------------|--------------------|------------------------|----------|
|  |         |                          |                    | TOTAL:                 | 250.00   |
| VINOCOPIA INC                          | 5/31/13 | LIQUOR                   | LIQUOR             | NON-DEPARTMENTAL       | 175.25   |
|  | 5/31/13 | MIX                      | LIQUOR             | NON-DEPARTMENTAL       | 99.75    |
|  | 5/31/13 | FREIGHT                  | LIQUOR             | O-SOURCE MISC          | 21.00    |
|  |         |                          |                    | TOTAL:                 | 296.00   |
| WINE MERCHANTS                         | 5/31/13 | WINE                     | LIQUOR             | NON-DEPARTMENTAL       | 104.00   |
|  | 5/31/13 | FREIGHT                  | LIQUOR             | O-SOURCE MISC          | 1.73     |
|  |         |                          |                    | TOTAL:                 | 105.73   |
| WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT | 5/31/13 | LIQUOR                   | LIQUOR             | NON-DEPARTMENTAL       | 6,696.33 |
|  | 5/31/13 | WINE                     | LIQUOR             | NON-DEPARTMENTAL       | 204.32   |
|  | 5/31/13 | FREIGHT                  | LIQUOR             | O-SOURCE MISC          | 89.31    |
|  | 5/31/13 | FREIGHT                  | LIQUOR             | O-SOURCE MISC          | 3.86     |
|  |         |                          |                    | TOTAL:                 | 6,993.82 |
| WORTHINGTON ELECTRIC INC               | 5/31/13 | LABOR TO REPAIR LIGHTING | ELECTRIC           | ACCTS-RECORDS & COLLEC | 204.89   |
|  |         |                          |                    | TOTAL:                 | 204.89   |
| WW GOETSCH ASSOCIATES INC              | 5/31/13 | 30HP MOTOR FOR PUMP      | STORM WATER MANAGE | PROJECT #1             | 2,673.35 |
|  |         |                          |                    | TOTAL:                 | 2,673.35 |

## ===== FUND TOTALS =====

|     |                         |            |
|-----|-------------------------|------------|
| 101 | GENERAL FUND            | 10,951.19  |
| 229 | RECREATION              | 308.05     |
| 231 | ECONOMIC DEV AUTHORITY  | 70.66      |
| 432 | EVENT CENTER/AUDITORIUM | 74,698.13  |
| 601 | WATER                   | 23,564.69  |
| 602 | MUNICIPAL WASTEWATER    | 6,436.86   |
| 604 | ELECTRIC                | 3,057.33   |
| 605 | INDUSTRIAL WASTEWATER   | 831.93     |
| 606 | STORM WATER MANAGEMENT  | 2,909.97   |
| 609 | LIQUOR                  | 114,388.02 |
| 612 | AIRPORT                 | 1,041.12   |
| 614 | MEMORIAL AUDITORIUM     | 587.43     |

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 GRAND TOTAL: 238,845.38  
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| VENDOR SORT KEY                        | DATE    | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT           |
|--|---------|----------------------------|---------------------|------------------------|------------------|
| A & B BUSINESS EQUIPMENT INC           | 6/07/13 | TONER                      | GENERAL FUND        | SECURITY CENTER        | 175.14           |
|  | 6/07/13 | TONER                      | GENERAL FUND        | SECURITY CENTER        | <u>175.14</u>    |
|  |         |                            |                     | TOTAL:                 | 350.28           |
| AMERIPRIDE                             | 6/07/13 | TOWEL SERVICE-MAY          | MUNICIPAL WASTEWAT  | O-PURIFY MISC          | <u>78.75</u>     |
|  |         |                            |                     | TOTAL:                 | 78.75            |
| APPEL TROY                             | 6/07/13 | REIMBURSE                  | GENERAL FUND        | POLICE ADMINISTRATION  | 63.65            |
|  | 6/07/13 | REIMBURSE                  | GENERAL FUND        | POLICE ADMINISTRATION  | <u>11.00</u>     |
|  |         |                            |                     | TOTAL:                 | 74.65            |
| APPLIANCE CENTRAL                      | 6/07/13 | CAN CONDENSER CLEANER      | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | 22.10            |
|  | 6/07/13 | SERVICE                    | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | <u>91.00</u>     |
|  |         |                            |                     | TOTAL:                 | 113.10           |
| ARCTIC ICE INC                         | 6/07/13 | ICE                        | LIQUOR              | NON-DEPARTMENTAL       | <u>239.08</u>    |
|  |         |                            |                     | TOTAL:                 | 239.08           |
| ARNOLD MOTOR SUPPLY                    | 6/07/13 | OIL FILTERS                | RECREATION          | GOLF COURSE-GREEN      | 27.22            |
|  | 6/07/13 | BEARING AND BLADE          | RECREATION          | GOLF COURSE-GREEN      | 198.17           |
|  | 6/07/13 | BEARING                    | RECREATION          | GOLF COURSE-GREEN      | 6.40             |
|  | 6/07/13 | AIR FILTERS                | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | 23.62            |
|  | 6/07/13 | EMERY CLOTH                | ELECTRIC            | O-DISTR UNDERGRND LINE | <u>17.89</u>     |
|  |         |                            |                     | TOTAL:                 | 273.30           |
| ASSOCIATION OF TRAINING OFFICERS OF MN | 6/07/13 | 2013 ATOM LAW ENFORCEMENT  | GENERAL FUND        | POLICE ADMINISTRATION  | <u>600.00</u>    |
|  |         |                            |                     | TOTAL:                 | 600.00           |
| B&B TECHNOLOGIES INC                   | 6/07/13 | SWITCHES FOR SPRAYER       | RECREATION          | GOLF COURSE-GREEN      | <u>26.92</u>     |
|  |         |                            |                     | TOTAL:                 | 26.92            |
| BORDER STATES ELECTRIC SUPPLY          | 6/07/13 | GREEN MARKING PAINT        | MUNICIPAL WASTEWAT  | O-SOURCE MAINS & LIFTS | 67.14            |
|  | 6/07/13 | PULL BOX CREDIT            | ELECTRIC            | FA DISTR UNDRGRND COND | 2,116.13-        |
|  | 6/07/13 | PULL BOXES FOR 15KV CABLE  | ELECTRIC            | FA DISTR UNDRGRND COND | 2,821.50         |
|  | 6/07/13 | GREEN MARKING PAINT        | STORM WATER MANAGE  | STORM DRAINAGE         | <u>67.14</u>     |
|  |         |                            |                     | TOTAL:                 | 839.65           |
| CELLULAR ONLY - WORTHINGTON            | 6/07/13 | CELL PHONE CAR CORD        | PD TASK FORCE       | BUFFALO RIDGE DRUG TAS | <u>42.74</u>     |
|  |         |                            |                     | TOTAL:                 | 42.74            |
| CHAMBER OF COMMERCE                    | 6/07/13 | LODGING TAX-APRIL          | TOURISM PROMOTION   | LODGING TAX/TOURISM    | <u>14,458.81</u> |
|  |         |                            |                     | TOTAL:                 | 14,458.81        |
| CHAPULIS BRADLEY                       | 6/07/13 | REIMBURSE                  | GENERAL FUND        | ECONOMIC DEVELOPMENT   | <u>380.25</u>    |
|  |         |                            |                     | TOTAL:                 | 380.25           |
| COMMUNITY EDUCATION                    | 6/07/13 | 1/2 PAGE SUMMER CATALOG AD | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | <u>100.00</u>    |
|  |         |                            |                     | TOTAL:                 | 100.00           |
| DANS ELECTRIC INC                      | 6/07/13 | LIGHTING REPLACEMENT, SERV | MUNICIPAL WASTEWAT  | M-PURIFY STRUCTURES    | 304.62           |
|  | 6/07/13 | LIGHTING REPLACEMENT, SERV | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | <u>275.00</u>    |
|  |         |                            |                     | TOTAL:                 | 579.62           |
| DAVIS TYPEWRITER CO INC                | 6/07/13 | COLORLED PAPER             | GENERAL FUND        | MAYOR AND COUNCIL      | 11.22            |
|  | 6/07/13 | LABELS, RECEIPT BOOK       | GENERAL FUND        | CLERK'S OFFICE         | 19.26            |
|  | 6/07/13 | ENVELOPES                  | GENERAL FUND        | CLERK'S OFFICE         | 30.60            |

| VENDOR SORT KEY                        | DATE    | DESCRIPTION                      | FUND                | DEPARTMENT             | AMOUNT   |
|--|---------|----------------------------------|---------------------|------------------------|----------|
|  | 6/07/13 | COLORED PAPER                    | GENERAL FUND        | AUDITS AND BUDGETS     | 28.81    |
|  | 6/07/13 | PENS                             | GENERAL FUND        | ENGINEERING ADMIN      | 7.25     |
|  | 6/07/13 | PENS                             | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 7.26     |
|  | 6/07/13 | TOWELS, KLEENEX                  | GENERAL FUND        | GENERAL GOVT BUILDINGS | 78.10    |
|  | 6/07/13 | CDR                              | GENERAL FUND        | POLICE ADMINISTRATION  | 14.25    |
|  | 6/07/13 | CDR                              | GENERAL FUND        | POLICE ADMINISTRATION  | 14.25    |
|  | 6/07/13 | DVD-R                            | GENERAL FUND        | POLICE ADMINISTRATION  | 36.74    |
|  | 6/07/13 | BINDERS                          | GENERAL FUND        | SECURITY CENTER        | 14.06    |
|  | 6/07/13 | BINDERS                          | GENERAL FUND        | SECURITY CENTER        | 14.06    |
|  | 6/07/13 | MAIL BAGS                        | GENERAL FUND        | SECURITY CENTER        | 3.42     |
|  | 6/07/13 | MAIL BAGS                        | GENERAL FUND        | SECURITY CENTER        | 3.43     |
|  | 6/07/13 | PENS, COLORED PAPER, ENVEL       | GENERAL FUND        | SECURITY CENTER        | 13.00    |
|  | 6/07/13 | PENS, COLORED PAPER, ENVEL       | GENERAL FUND        | SECURITY CENTER        | 12.99    |
|  | 6/07/13 | POST-IT NOTES                    | GENERAL FUND        | SECURITY CENTER        | 10.61    |
|  | 6/07/13 | POST-IT NOTES                    | GENERAL FUND        | SECURITY CENTER        | 10.60    |
|  | 6/07/13 | FILE POCKETS                     | GENERAL FUND        | SECURITY CENTER        | 41.18    |
|  | 6/07/13 | FILE POCKETS                     | GENERAL FUND        | SECURITY CENTER        | 41.18    |
|  | 6/07/13 | TOWELS, SOFTSOAP                 | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 88.22    |
|  |         |                                  |                     | TOTAL:                 | 500.49   |
| DEPARTMENT OF LABOR AND INDUSTRY       | 6/07/13 | 1ST QTR 2013 BLDG PERMIT S       | GENERAL FUND        | NON-DEPARTMENTAL       | 736.66   |
|  |         |                                  |                     | TOTAL:                 | 736.66   |
| DIAMOND VOGEL PAINT                    | 6/07/13 | WELL #20 INTERIOR PAINTING WATER |                     | M-PUMPING              | 36.60    |
|  |         |                                  |                     | TOTAL:                 | 36.60    |
| EARL F ANDERSEN INC- DIVISION OF SAFET | 6/07/13 | SIGNS                            | GENERAL FUND        | SIGNS AND SIGNALS      | 427.96   |
|  |         |                                  |                     | TOTAL:                 | 427.96   |
| ECHO GROUP INC                         | 6/07/13 | 10 MIN RELAYS                    | MUNICIPAL WASTEWAT  | M-PURIFY EQUIPMENT     | 213.95   |
|  | 6/07/13 | SCOTCHKOTE                       | ELECTRIC            | M-DISTR UNDERGRND LINE | 101.50   |
|  | 6/07/13 | CABLE TIES                       | ELECTRIC            | M-DISTR UNDERGRND LINE | 11.99    |
|  | 6/07/13 | UNIBITS                          | ELECTRIC            | M-DISTR UNDERGRND LINE | 143.96   |
|  | 6/07/13 | STREET LIGHT WIRE                | ELECTRIC            | M-DISTR ST LITE & SIG  | 216.04   |
|  |         |                                  |                     | TOTAL:                 | 687.44   |
| ELSING, BARB                           | 6/07/13 | BROOMS                           | RECREATION          | OLSON PARK CAMPGROUND  | 8.59     |
|  |         |                                  |                     | TOTAL:                 | 8.59     |
| ENVIRO PUMP-PLUS INC                   | 6/07/13 | TESTING BACKFLOW PREVENTER       | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 123.00   |
|  |         |                                  |                     | TOTAL:                 | 123.00   |
| FLEXIBLE PIPE TOOL CO                  | 6/07/13 | SEWER HOSE COUPLINGS             | MUNICIPAL WASTEWAT  | M-SOURCE MAINS & LIFTS | 211.29   |
|  |         |                                  |                     | TOTAL:                 | 211.29   |
| FRIENDS OF THE AUDITORIUM              | 6/07/13 | N. KEMPEMA CLEANING INV#4        | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 137.50   |
|  |         |                                  |                     | TOTAL:                 | 137.50   |
| GOVERNMENT FINANCE OFFICERS ASSOC      | 6/07/13 | CAFR APPLICATION FEE             | GENERAL FUND        | AUDITS AND BUDGETS     | 435.00   |
|  |         |                                  |                     | TOTAL:                 | 435.00   |
| GRABER DIANE M                         | 6/07/13 | REIMBURSE                        | GENERAL FUND        | MAYOR AND COUNCIL      | 22.60    |
|  |         |                                  |                     | TOTAL:                 | 22.60    |
| DUANE C GRACE                          | 6/07/13 | PLAN REVIEW-EVENT CENTER         | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 3,587.70 |
|  |         |                                  |                     | TOTAL:                 | 3,587.70 |

| VENDOR SORT KEY                 | DATE    | DESCRIPTION                      | FUND               | DEPARTMENT             | AMOUNT    |
|---------------------------------|---------|----------------------------------|--------------------|------------------------|-----------|
| GRAHAM TIRE OF WORTHINGTON INC  | 6/07/13 | TIRES ON 24                      | GENERAL FUND       | POLICE ADMINISTRATION  | 34.00     |
|                                 | 6/07/13 | TIRES ON 24                      | GENERAL FUND       | POLICE ADMINISTRATION  | 441.36    |
|                                 | 6/07/13 | OIL CHANGE 24                    | GENERAL FUND       | POLICE ADMINISTRATION  | 10.00     |
|                                 | 6/07/13 | OIL CHANGE 24                    | GENERAL FUND       | POLICE ADMINISTRATION  | 52.36     |
|                                 | 6/07/13 | PADS, ROTORS, HUB ASSMBLY        | GENERAL FUND       | POLICE ADMINISTRATION  | 240.00    |
|                                 | 6/07/13 | PADS, ROTORS, HUB ASSMBLY        | GENERAL FUND       | POLICE ADMINISTRATION  | 1,461.77  |
|                                 | 6/07/13 | TIRES, TIE ROD ON 505            | RECREATION         | PARK AREAS             | 160.95    |
|                                 | 6/07/13 | TIRES, TIE ROD ON 505            | RECREATION         | PARK AREAS             | 277.69    |
|                                 |         |                                  |                    | TOTAL:                 | 2,678.13  |
| GRIMMIUS NATHAN                 | 6/07/13 | REIMBURSE                        | GENERAL FUND       | POLICE ADMINISTRATION  | 30.00     |
|                                 | 6/07/13 | REIMBURSE                        | GENERAL FUND       | POLICE ADMINISTRATION  | 11.00     |
|                                 | 6/07/13 | REIMBURSE                        | GENERAL FUND       | POLICE ADMINISTRATION  | 22.00     |
|                                 |         |                                  |                    | TOTAL:                 | 63.00     |
| HAGEN BEVERAGE DISTRIBUTING INC | 6/07/13 | BEER                             | LIQUOR             | NON-DEPARTMENTAL       | 6,221.65  |
|                                 |         |                                  |                    | TOTAL:                 | 6,221.65  |
| HAWKINS INC                     | 6/07/13 | CHEMICALS                        | WATER              | O-PURIFY               | 4,581.57  |
|                                 |         |                                  |                    | TOTAL:                 | 4,581.57  |
| HD SUPPLY WATERWORKS            | 6/07/13 | WEST LPRW INTERCONNECT SUP WATER |                    | FA WELLS & SPRINGS     | 16,656.00 |
|                                 |         |                                  |                    | TOTAL:                 | 16,656.00 |
| HILLESHEIM CHRISTOPHER          | 6/07/13 | REIMBURSE                        | GENERAL FUND       | POLICE ADMINISTRATION  | 121.99    |
|                                 |         |                                  |                    | TOTAL:                 | 121.99    |
| HOISINGTON KOEGLER GROUP INC    | 6/07/13 | SPORTS NEEDS ASSESSMENT          | RECREATION         | PARK AREAS             | 2,392.60  |
|                                 |         |                                  |                    | TOTAL:                 | 2,392.60  |
| HY-VEE INC-61609                | 6/07/13 | BATHROOM TISSUE                  | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 48.04     |
|                                 |         |                                  |                    | TOTAL:                 | 48.04     |
| HY-VEE INC-61705                | 6/07/13 | SUPPLIES                         | GENERAL FUND       | POLICE ADMINISTRATION  | 22.99     |
|                                 |         |                                  |                    | TOTAL:                 | 22.99     |
| IDEES                           | 6/07/13 | MOUSE, KEYBOARD                  | LIQUOR             | O-GEN MISC             | 88.21     |
|                                 |         |                                  |                    | TOTAL:                 | 88.21     |
| JERRY'S AUTO SUPPLY             | 6/07/13 | OIL FILTERS UNITS 304 & 33       | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT     | 8.42      |
|                                 | 6/07/13 | WIPER BLADES UNIT 103            | ELECTRIC           | O-DISTR UNDERGRND LINE | 37.38     |
|                                 |         |                                  |                    | TOTAL:                 | 45.80     |
| KARLS CARQUEST AUTO PARTS INC   | 6/07/13 | BRAKE ROTORS 28                  | GENERAL FUND       | POLICE ADMINISTRATION  | 144.90    |
|                                 | 6/07/13 | WIPER BLADES                     | GENERAL FUND       | POLICE ADMINISTRATION  | 49.14     |
|                                 | 6/07/13 | OIL AND FILTERS                  | GENERAL FUND       | POLICE ADMINISTRATION  | 214.54    |
|                                 | 6/07/13 | PARTS                            | GENERAL FUND       | POLICE ADMINISTRATION  | 29.83     |
|                                 | 6/07/13 | COIL                             | GENERAL FUND       | POLICE ADMINISTRATION  | 46.61     |
|                                 | 6/07/13 | BATTERY                          | GENERAL FUND       | POLICE ADMINISTRATION  | 160.26    |
|                                 | 6/07/13 | RETURNED OIL FILTER, OIL         | RECREATION         | PARK AREAS             | 38.54     |
|                                 | 6/07/13 | TOOLS                            | RECREATION         | PARK AREAS             | 25.63     |
|                                 | 6/07/13 | DIST CAP & ROTOR UNIT #201       | WATER              | O-DIST UNDERGRND LINES | 15.68     |
|                                 |         |                                  |                    | TOTAL:                 | 648.05    |
| LAMPERTS YARDS INC-2600013      | 6/07/13 | CONCRETE MIX                     | ELECTRIC           | M-DISTR UNDERGRND LINE | 294.02    |
|                                 |         |                                  |                    | TOTAL:                 | 294.02    |



| VENDOR SORT KEY                        | DATE    | DESCRIPTION                | FUND         | DEPARTMENT             | AMOUNT    |
|--|---------|----------------------------|--------------|------------------------|-----------|
| LAW ENF LABOR SERV INC #4              | 6/07/13 | UNION DUES DEDUCT 5/10/13  | GENERAL FUND | NON-DEPARTMENTAL       | 436.30    |
|  | 6/07/13 | UNION DUES DEDUCT 5/24/13  | GENERAL FUND | NON-DEPARTMENTAL       | 436.30    |
|  | 6/07/13 | STUGELMEYER CREDIT MAY DED | GENERAL FUND | NON-DEPARTMENTAL       | 45.00-    |
|  |         |                            |              | TOTAL:                 | 827.60    |
| LAW ENFORCEMENT LABOR SERVICES INC #27 | 6/07/13 | UNION DUES                 | GENERAL FUND | NON-DEPARTMENTAL       | 180.00    |
|  |         |                            |              | TOTAL:                 | 180.00    |
| LEAGUE OF MN CITIES INSURANCE TRUST    | 6/07/13 | INSURANCE                  | GENERAL FUND | NON-DEPARTMENTAL       | 90.75     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | NON-DEPARTMENTAL       | 11,563.75 |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | NON-DEPARTMENTAL       | 6,139.25  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | NON-DEPARTMENTAL       | 3,037.75  |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | MAYOR AND COUNCIL      | 54.00     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | MAYOR AND COUNCIL      | 117.00    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ADMINISTRATION         | 154.50    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ADMINISTRATION         | 264.00    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ELECTIONS              | 18.00     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | CLERK'S OFFICE         | 175.00    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | CLERK'S OFFICE         | 497.25    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ACCOUNTING             | 195.00    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ACCOUNTING             | 484.50    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ENGINEERING ADMIN      | 287.00    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ENGINEERING ADMIN      | 1,070.25  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ENGINEERING ADMIN      | 133.50    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ECONOMIC DEVELOPMENT   | 274.50    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ECONOMIC DEVELOPMENT   | 848.25    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ECONOMIC DEVELOPMENT   | 63.75     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | GENERAL GOVT BUILDINGS | 17.50     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | GENERAL GOVT BUILDINGS | 45.75     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | GENERAL GOVT BUILDINGS | 4,512.00  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | OTHER GEN GOVT MISC    | 57.75     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | POLICE ADMINISTRATION  | 11,395.21 |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | POLICE ADMINISTRATION  | 26,165.25 |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | POLICE ADMINISTRATION  | 1,838.25  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | POLICE ADMINISTRATION  | 4,413.75  |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | REGULATE LAWFUL GAMBLE | 65.50     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | SECURITY CENTER        | 335.75    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | SECURITY CENTER        | 335.75    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | SECURITY CENTER        | 800.25    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | SECURITY CENTER        | 800.25    |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | FIRE ADMINISTRATION    | 4,509.75  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | FIRE ADMINISTRATION    | 1,192.50  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | FIRE ADMINISTRATION    | 2,484.75  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | FIRE ADMINISTRATION    | 3,321.75  |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ANIMAL CONTROL ENFORCE | 77.00     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ANIMAL CONTROL ENFORCE | 21.00     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | PAVED STREETS          | 2,699.25  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | PAVED STREETS          | 1,414.50  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | PAVED STREETS          | 3,743.25  |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | PAVED STREETS          | 1,014.00  |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | ICE AND SNOW REMOVAL   | 826.00    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ICE AND SNOW REMOVAL   | 160.50    |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | ICE AND SNOW REMOVAL   | 1,778.25  |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | SIGNS AND SIGNALS      | 74.75     |
|  | 6/07/13 | INSURANCE                  | GENERAL FUND | SIGNS AND SIGNALS      | 39.00     |
|  | 6/07/13 | WORK COMP                  | GENERAL FUND | TRASH PICKUP           | 110.75    |

| VENDOR SORT KEY | DATE    | DESCRIPTION | FUND               | DEPARTMENT             | AMOUNT    |
|-----------------|---------|-------------|--------------------|------------------------|-----------|
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | TRASH PICKUP           | 38.25     |
|                 | 6/07/13 | WORK COMP   | GENERAL FUND       | CODE ENFORCEMENT       | 74.00     |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | CODE ENFORCEMENT       | 219.75    |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | CODE ENFORCEMENT       | 166.50    |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | CENTER FOR ACTIVE LIVI | 123.00    |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | CENTER FOR ACTIVE LIVI | 905.25    |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | BAND                   | 10.50     |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | BAND                   | 2,127.75  |
|                 | 6/07/13 | WORK COMP   | GENERAL FUND       | LAKE IMPROVEMENT       | 26.75     |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | LAKE IMPROVEMENT       | 37.50     |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | LAKE IMPROVEMENT       | 161.25    |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | PROMOTIONAL COMMITTEE  | 274.50    |
|                 | 6/07/13 | WORK COMP   | GENERAL FUND       | MISC SPECIAL DAYS/EVEN | 8.00      |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | MISC SPECIAL DAYS/EVEN | 7.50      |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | ADI DEVELOPMENT        | 2.25      |
|                 | 6/07/13 | INSURANCE   | GENERAL FUND       | ADI DEVELOPMENT        | 776.25    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | NON-DEPARTMENTAL       | 556.00    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | NON-DEPARTMENTAL       | 8,316.75  |
|                 | 6/07/13 | INSURANCE   | RECREATION         | NON-DEPARTMENTAL       | 200.75    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | RECREATION PROGRAMS    | 51.00     |
|                 | 6/07/13 | INSURANCE   | RECREATION         | SWIMMING BEACHES       | 6.75      |
|                 | 6/07/13 | WORK COMP   | RECREATION         | GOLF COURSE-CLUBHOUSE  | 14.25     |
|                 | 6/07/13 | INSURANCE   | RECREATION         | GOLF COURSE-CLUBHOUSE  | 35.25     |
|                 | 6/07/13 | INSURANCE   | RECREATION         | GOLF COURSE-CLUBHOUSE  | 592.50    |
|                 | 6/07/13 | WORK COMP   | RECREATION         | GOLF COURSE-GREEN      | 473.75    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | GOLF COURSE-GREEN      | 481.50    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | GOLF COURSE-GREEN      | 1,260.75  |
|                 | 6/07/13 | INSURANCE   | RECREATION         | GOLF COURSE-GREEN      | 142.50    |
|                 | 6/07/13 | WORK COMP   | RECREATION         | PARK AREAS             | 1,433.00  |
|                 | 6/07/13 | INSURANCE   | RECREATION         | PARK AREAS             | 997.50    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | PARK AREAS             | 21,344.25 |
|                 | 6/07/13 | INSURANCE   | RECREATION         | PARK AREAS             | 459.75    |
|                 | 6/07/13 | WORK COMP   | RECREATION         | OLSON PARK CAMPGROUND  | 234.00    |
|                 | 6/07/13 | INSURANCE   | RECREATION         | OLSON PARK CAMPGROUND  | 37.50     |
|                 | 6/07/13 | INSURANCE   | RECREATION         | OLSON PARK CAMPGROUND  | 1,752.75  |
|                 | 6/07/13 | WORK COMP   | RECREATION         | TREE REMOVAL           | 1,312.25  |
|                 | 6/07/13 | INSURANCE   | RECREATION         | TREE REMOVAL           | 58.50     |
|                 | 6/07/13 | INSURANCE   | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL       | 319.00    |
|                 | 6/07/13 | INSURANCE   | ECONOMIC DEV AUTHO | MISC INDUSTRIAL DEVELO | 957.00    |
|                 | 6/07/13 | INSURANCE   | PIR/TRUNKS         | NON-DEPARTMENTAL       | 345.25    |
|                 | 6/07/13 | WORK COMP   | PIR/TRUNKS         | SP ASSESS-ADMIN ESCROW | 32.75     |
|                 | 6/07/13 | INSURANCE   | PIR/TRUNKS         | SP ASSESS-ADMIN ESCROW | 1,035.75  |
|                 | 6/07/13 | INSURANCE   | IMPROVEMENT CONST  | NON-DEPARTMENTAL       | 1,149.50  |
|                 | 6/07/13 | WORK COMP   | IMPROVEMENT CONST  | OTHER MISC PROJECTS    | 1,654.25  |
|                 | 6/07/13 | INSURANCE   | IMPROVEMENT CONST  | OTHER MISC PROJECTS    | 3,448.50  |
|                 | 6/07/13 | INSURANCE   | PRAIRIE VIEW LTD T | NON-DEPARTMENTAL       | 2.50      |
|                 | 6/07/13 | INSURANCE   | PRAIRIE VIEW LTD T | MISC HOUSING DEVELOPMN | 7.50      |
|                 | 6/07/13 | INSURANCE   | TI DIST #7, REDEV  | NON-DEPARTMENTAL       | 30.75     |
|                 | 6/07/13 | INSURANCE   | TI DIST #7, REDEV  | OTHER MISC PROJECTS    | 92.25     |
|                 | 6/07/13 | INSURANCE   | OKABENA ESTATES    | NON-DEPARTMENTAL       | 6.75      |
|                 | 6/07/13 | INSURANCE   | OKABENA ESTATES    | OKABENA ESTATES        | 20.25     |
|                 | 6/07/13 | INSURANCE   | EVENT CENTER/AUDIT | NON-DEPARTMENTAL       | 542.75    |
|                 | 6/07/13 | INSURANCE   | EVENT CENTER/AUDIT | NON-DEPARTMENTAL       | 292.75    |
|                 | 6/07/13 | INSURANCE   | EVENT CENTER/AUDIT | EVENT CENTER           | 1,628.25  |
|                 | 6/07/13 | INSURANCE   | EVENT CENTER/AUDIT | EVENT CENTER           | 878.25    |
|                 | 6/07/13 | INSURANCE   | WATER              | NON-DEPARTMENTAL       | 1,038.75  |

| VENDOR SORT KEY | DATE    | DESCRIPTION | FUND                | DEPARTMENT           | AMOUNT    |
|-----------------|---------|-------------|---------------------|----------------------|-----------|
|                 | 6/07/13 | INSURANCE   | WATER               | NON-DEPARTMENTAL     | 3,063.00  |
|                 | 6/07/13 | INSURANCE   | WATER               | NON-DEPARTMENTAL     | 206.50    |
|                 | 6/07/13 | INSURANCE   | WATER               | PROPERTY INSURANCE   | 9,189.00  |
|                 | 6/07/13 | WORK COMP   | WATER               | INJURIES AND DAMAGES | 2,574.50  |
|                 | 6/07/13 | INSURANCE   | WATER               | INJURIES AND DAMAGES | 3,116.25  |
|                 | 6/07/13 | INSURANCE   | WATER               | INJURIES AND DAMAGES | 619.50    |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL     | 3,370.25  |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL     | 2,377.25  |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL     | 264.75    |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | INJURIES & DAMAGES   | 7,131.75  |
|                 | 6/07/13 | WORK COMP   | MUNICIPAL WASTEWAT  | INJURIES AND DAMAGES | 3,545.75  |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | INJURIES AND DAMAGES | 10,110.75 |
|                 | 6/07/13 | INSURANCE   | MUNICIPAL WASTEWAT  | INJURIES AND DAMAGES | 794.25    |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | NON-DEPARTMENTAL     | 91.50     |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | NON-DEPARTMENTAL     | 5,345.75  |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | NON-DEPARTMENTAL     | 30.50     |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | NON-DEPARTMENTAL     | 5,807.50  |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | NON-DEPARTMENTAL     | 339.00    |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | PROPERTY INSURANCE   | 17,422.50 |
|                 | 6/07/13 | WORK COMP   | ELECTRIC            | INJURIES & DAMAGES   | 2,826.50  |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | INJURIES & DAMAGES   | 16,037.25 |
|                 | 6/07/13 | INSURANCE   | ELECTRIC            | INJURIES & DAMAGES   | 1,017.00  |
|                 | 6/07/13 | INSURANCE   | INDUSTRIAL WASTEWA  | NON-DEPARTMENTAL     | 642.00    |
|                 | 6/07/13 | INSURANCE   | INDUSTRIAL WASTEWA  | NON-DEPARTMENTAL     | 1,049.75  |
|                 | 6/07/13 | INSURANCE   | INDUSTRIAL WASTEWA  | O-PURIFY MISC        | 1,108.50  |
|                 | 6/07/13 | INSURANCE   | INDUSTRIAL WASTEWA  | O-PURIFY MISC        | 3,149.25  |
|                 | 6/07/13 | INSURANCE   | INDUSTRIAL WASTEWA  | ADMIN MISC           | 817.50    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | NON-DEPARTMENTAL     | 73.50     |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | NON-DEPARTMENTAL     | 265.75    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | NON-DEPARTMENTAL     | 23.50     |
|                 | 6/07/13 | WORK COMP   | STORM WATER MANAGE  | STORM DRAINAGE       | 393.25    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | STORM DRAINAGE       | 114.75    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | STORM DRAINAGE       | 14.25     |
|                 | 6/07/13 | WORK COMP   | STORM WATER MANAGE  | STREET CLEANING      | 815.75    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | STREET CLEANING      | 105.75    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | STREET CLEANING      | 783.00    |
|                 | 6/07/13 | INSURANCE   | STORM WATER MANAGE  | STREET CLEANING      | 70.50     |
|                 | 6/07/13 | INSURANCE   | LIQUOR              | NON-DEPARTMENTAL     | 2,256.25  |
|                 | 6/07/13 | INSURANCE   | LIQUOR              | NON-DEPARTMENTAL     | 763.25    |
|                 | 6/07/13 | WORK COMP   | LIQUOR              | O-GEN MISC           | 1,060.25  |
|                 | 6/07/13 | INSURANCE   | LIQUOR              | O-GEN MISC           | 6,768.75  |
|                 | 6/07/13 | INSURANCE   | LIQUOR              | O-GEN MISC           | 2,289.75  |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | NON-DEPARTMENTAL     | 19.50     |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | NON-DEPARTMENTAL     | 7,296.25  |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | NON-DEPARTMENTAL     | 47.50     |
|                 | 6/07/13 | WORK COMP   | AIRPORT             | O-GEN MISC           | 189.00    |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | O-GEN MISC           | 58.50     |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | O-GEN MISC           | 21,888.75 |
|                 | 6/07/13 | INSURANCE   | AIRPORT             | O-GEN MISC           | 142.50    |
|                 | 6/07/13 | INSURANCE   | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL     | 72.25     |
|                 | 6/07/13 | INSURANCE   | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL     | 1,211.50  |
|                 | 6/07/13 | WORK COMP   | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM  | 66.75     |
|                 | 6/07/13 | INSURANCE   | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM  | 216.75    |
|                 | 6/07/13 | INSURANCE   | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM  | 3,634.50  |
|                 | 6/07/13 | INSURANCE   | DATA PROCESSING     | NON-DEPARTMENTAL     | 82.50     |
|                 | 6/07/13 | WORK COMP   | DATA PROCESSING     | DATA PROCESSING      | 221.79    |

| VENDOR SORT KEY                      | DATE    | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT     |
|--------------------------------------|---------|----------------------------|--------------------|------------------------|------------|
|                                      | 6/07/13 | INSURANCE                  | DATA PROCESSING    | DATA PROCESSING        | 247.50     |
|                                      | 6/07/13 | INSURANCE SETTLEMENT       | SAFETY PROMO/LOSS  | HEALTH/SAFETY/FITNESS  | 2,700.00   |
|                                      |         |                            |                    | TOTAL:                 | 313,862.75 |
| LIGHTHOUSE HOSPITALITY GROUP         | 6/07/13 | EVENT CENTER FF&E          | EVENT CENTER/AUDIT | EVENT CENTER           | 5,665.54   |
|                                      |         |                            |                    | TOTAL:                 | 5,665.54   |
| LINCOLN-PIPESTONE RURAL WATER SYSTEM | 6/07/13 | MAY 2013 WATER PURCHASES   | WATER              | O-SOURCE MISC          | 40,192.23  |
|                                      |         |                            |                    | TOTAL:                 | 40,192.23  |
| LOCATORS & SUPPLIES INC              | 6/07/13 | SAFETY VESTS               | RECREATION         | PARK AREAS             | 658.94     |
|                                      | 6/07/13 | FLASH LIGHT                | ELECTRIC           | O-DISTR MISC           | 105.57     |
|                                      | 6/07/13 | BATTERIES                  | ELECTRIC           | O-DISTR MISC           | 144.73     |
|                                      |         |                            |                    | TOTAL:                 | 909.24     |
| LOWES SHEET METAL INC                | 6/07/13 | SERVICE SUB 1 AC UNIT      | ELECTRIC           | M-DISTR STRUCTURES     | 105.50     |
|                                      |         |                            |                    | TOTAL:                 | 105.50     |
| LUKE MARY                            | 6/07/13 | REIMBURSE ART SHOW EVENTS  | EVENT CENTER/AUDIT | EVENT CENTER           | 11.24      |
|                                      |         |                            |                    | TOTAL:                 | 11.24      |
| MAILFINANCE INC                      | 6/07/13 | FOLDER/INSERTER 2/13-5/13  | WATER              | ACCTS-RECORDS & COLLEC | 235.46     |
|                                      | 6/07/13 | FOLDER/INSERTER 5/13-8/13  | WATER              | ACCTS-RECORDS & COLLEC | 235.46     |
|                                      | 6/07/13 | FOLDER/INSERTER 2/13-5/13  | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 235.46     |
|                                      | 6/07/13 | FOLDER/INSERTER 5/13-8/13  | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 235.46     |
|                                      | 6/07/13 | FOLDER/INSERTER 2/13-5/13  | ELECTRIC           | ACCTS-RECORDS & COLLEC | 470.92     |
|                                      | 6/07/13 | FOLDER/INSERTER 5/13-8/13  | ELECTRIC           | ACCTS-RECORDS & COLLEC | 470.92     |
|                                      |         |                            |                    | TOTAL:                 | 1,883.68   |
| MARCO                                | 6/07/13 | COPIER SERVICE             | GENERAL FUND       | PAVED STREETS          | 47.45      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | WATER              | ACCTS-RECORDS & COLLEC | 44.89      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | WATER              | ACCTS-RECORDS & COLLEC | 75.11      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 44.88      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 75.11      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | ELECTRIC           | ACCTS-RECORDS & COLLEC | 89.77      |
|                                      | 6/07/13 | SERVICE/SUPPLY CONTRACT    | ELECTRIC           | ACCTS-RECORDS & COLLEC | 150.22     |
|                                      |         |                            |                    | TOTAL:                 | 527.43     |
| MATHESON TRI-GAS INC                 | 6/07/13 | STRIKER TRI FLINT          | GENERAL FUND       | PAVED STREETS          | 6.10       |
|                                      | 6/07/13 | TIP CLEANER, WELDING RODS  | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 21.97      |
|                                      |         |                            |                    | TOTAL:                 | 28.07      |
| MED-COMPASS INC                      | 6/07/13 | SCBA MED EXAMS             | GENERAL FUND       | FIRE ADMINISTRATION    | 135.00     |
|                                      |         |                            |                    | TOTAL:                 | 135.00     |
| MIDWEST ENGINEERING                  | 6/07/13 | STAKE FARM LIMITS          | GENERAL FUND       | ENGINEERING ADMIN      | 225.00     |
|                                      |         |                            |                    | TOTAL:                 | 225.00     |
| MINNESOTA WEST COMM AND TECH COLLEGE | 6/07/13 | WORK STUDY PROGRAM-BARRIOS | GENERAL FUND       | CODE ENFORCEMENT       | 36.00      |
|                                      |         |                            |                    | TOTAL:                 | 36.00      |
| MISCELLANEOUS V CRANSTON MERLYN      | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 10.00      |
| HIBMA JAMES                          | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 50.00      |
| LORENZ MARLENE                       | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 50.00      |
| MACKLIN TOM                          | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 10.00      |
| NATTE BILL                           | 6/07/13 | REFUND OLSON PARK CAMPING  | GENERAL FUND       | NON-DEPARTMENTAL       | 0.20       |

| VENDOR SORT KEY                 | DATE    | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT    |
|---------------------------------|---------|----------------------------|--------------------|------------------------|-----------|
| NATTE BILL                      | 6/07/13 | REFUND OLSON PARK CAMPING  | RECREATION         | NON-DEPARTMENTAL       | 130.91    |
| NATTE BILL                      | 6/07/13 | REFUND OLSON PARK CAMPING  | RECREATION         | NON-DEPARTMENTAL       | 9.16      |
| NATTE BILL                      | 6/07/13 | REFUND OLSON PARK CAMPING  | TOURISM PROMOTION  | NON-DEPARTMENTAL       | 3.73      |
| REKER KATHLEEN                  | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 75.00     |
| VLASTIUN HENRY                  | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 10.00     |
| WOLTJER ROSALIA                 | 6/07/13 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 50.00     |
|                                 |         |                            |                    | TOTAL:                 | 399.00    |
| MN CHILD SUPPORT PAYMENT CTR    | 6/07/13 | GARNISHMENT                | WATER              | NON-DEPARTMENTAL       | 294.46    |
|                                 |         |                            |                    | TOTAL:                 | 294.46    |
| MN DEPT TRANSPORTATION          | 6/07/13 | STATE AID FINAL NOTICE     | IMPROVEMENT CONST  | PROJ MATCHING/COMPLETE | 168.27    |
|                                 |         |                            |                    | TOTAL:                 | 168.27    |
| MORRIS ELECTRONICS INC          | 6/07/13 | TECH SUPPORT-BLDG WIDE WIR | GENERAL FUND       | SECURITY CENTER        | 467.50    |
|                                 | 6/07/13 | TECH SUPPORT-BLDG WIDE WIR | GENERAL FUND       | SECURITY CENTER        | 467.50    |
|                                 |         |                            |                    | TOTAL:                 | 935.00    |
| NIENKERK CONSTRUCTION INC       | 6/07/13 | REPAIR SEWER 710 10TH ST   | STORM WATER MANAGE | PROJECT #1             | 1,340.10  |
|                                 |         |                            |                    | TOTAL:                 | 1,340.10  |
| NOBLE INDUSTRIAL SUPPLY CORP    | 6/07/13 | HIGH EXPANSION FOAM        | GENERAL FUND       | FIRE ADMINISTRATION    | 2,328.95  |
|                                 |         |                            |                    | TOTAL:                 | 2,328.95  |
| NOBLES COUNTY ATTORNEY          | 6/07/13 | SEIZED PROPERTY-HTOO       | GENERAL FUND       | POLICE ADMINISTRATION  | 42.04     |
|                                 |         |                            |                    | TOTAL:                 | 42.04     |
| NOBLES COUNTY AUDITOR/TREASURER | 6/07/13 | MAY LEGAL SERVICES         | GENERAL FUND       | PROSECUTION            | 11,690.25 |
|                                 | 6/07/13 | SOLID WASTE MGMT-APRIL     | WASTE MANAGEMENT C | SOLID WASTE/RECYCLE    | 7,292.00  |
|                                 |         |                            |                    | TOTAL:                 | 18,982.25 |
| NOBLES COUNTY HIGHWAY DEPT      | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | ENGINEERING ADMIN      | 49.07     |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 84.57     |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | POLICE ADMINISTRATION  | 5,491.94  |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | REGULATE LAWFUL GAMBLE | 19.05     |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | ANIMAL CONTROL ENFORCE | 197.83    |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | PAVED STREETS          | 714.94    |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | ICE AND SNOW REMOVAL   | 1,877.25  |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | STORM DAMAGE           | 1,328.58  |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | STORM DAMAGE (FEMA)    | 3,821.47  |
|                                 | 6/07/13 | APRIL FUEL                 | GENERAL FUND       | CODE ENFORCEMENT       | 121.46    |
|                                 | 6/07/13 | APRIL FUEL                 | RECREATION         | GOLF COURSE-GREEN      | 1,807.93  |
|                                 | 6/07/13 | APRIL FUEL                 | RECREATION         | TREE REMOVAL           | 112.67    |
|                                 | 6/07/13 | APRIL FUEL                 | WATER              | O-PUMPING              | 479.57    |
|                                 | 6/07/13 | APRIL FUEL                 | WATER              | M-TRANS MAINS          | 715.30    |
|                                 | 6/07/13 | APRIL FUEL                 | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION   | 97.01     |
|                                 | 6/07/13 | APRIL FUEL                 | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 89.24     |
|                                 | 6/07/13 | APRIL FUEL                 | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 205.88    |
|                                 | 6/07/13 | APRIL FUEL                 | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 136.29    |
|                                 | 6/07/13 | APRIL FUEL                 | ELECTRIC           | O-DISTR UNDERGRND LINE | 1,682.03  |
|                                 | 6/07/13 | APRIL FUEL                 | STORM WATER MANAGE | STORM DRAINAGE         | 569.41    |
|                                 | 6/07/13 | APRIL FUEL                 | STORM WATER MANAGE | STORM DRAINAGE         | 120.41    |
|                                 | 6/07/13 | APRIL FUEL                 | STORM WATER MANAGE | STREET CLEANING        | 331.71    |
|                                 | 6/07/13 | APRIL FUEL                 | AIRPORT            | O-GEN MISC             | 331.63    |
|                                 |         |                            |                    | TOTAL:                 | 20,385.24 |

| VENDOR SORT KEY                  | DATE    | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT    |
|----------------------------------|---------|----------------------------|---------------------|------------------------|-----------|
| NORTHWEST ELECTRIC               | 6/07/13 | REBUILD WELL MOTOR         | WATER               | M-PUMPING              | 1,437.04  |
|                                  |         |                            |                     | TOTAL:                 | 1,437.04  |
| RACOM CORP                       | 6/07/13 | MAINTENANCE CONTRACT       | GENERAL FUND        | POLICE ADMINISTRATION  | 455.29    |
|                                  |         |                            |                     | TOTAL:                 | 455.29    |
| RESCO INC                        | 6/07/13 | 15KV SPLICES               | ELECTRIC            | M-DISTR UNDERGRND LINE | 515.21    |
|                                  | 6/07/13 | 15KV DEADEND CAPS          | ELECTRIC            | FA DISTR UNDRGRND COND | 500.29    |
|                                  |         |                            |                     | TOTAL:                 | 1,015.50  |
| RUNNINGS SUPPLY INC-ACCT#9502440 | 6/07/13 | SOFTENER SALT              | MUNICIPAL WASTEWAT  | O-PURIFY MISC          | 24.95     |
|                                  | 6/07/13 | CLEANER                    | MUNICIPAL WASTEWAT  | O-PURIFY MISC          | 27.34     |
|                                  | 6/07/13 | FERRULES FOR UNIT 332      | MUNICIPAL WASTEWAT  | M-SOURCE MAINS & LIFTS | 1.92      |
|                                  | 6/07/13 | HOSE CLAMP UNIT 332        | MUNICIPAL WASTEWAT  | M-SOURCE MAINS & LIFTS | 3.19      |
|                                  |         |                            |                     | TOTAL:                 | 57.40     |
| RUNNINGS SUPPLY INC-ACCT#9502485 | 6/07/13 | NUTS, BOLTS                | RECREATION          | GOLF COURSE-GREEN      | 5.90      |
|                                  | 6/07/13 | FITTINGS FOR WELL PUMP     | RECREATION          | GOLF COURSE-GREEN      | 30.96     |
|                                  | 6/07/13 | PARTS OF AIR TANK          | RECREATION          | GOLF COURSE-GREEN      | 29.66     |
|                                  | 6/07/13 | FITTINGS                   | RECREATION          | GOLF COURSE-GREEN      | 18.77     |
|                                  | 6/07/13 | SODERING GUN KIT           | RECREATION          | GOLF COURSE-GREEN      | 32.06     |
|                                  |         |                            |                     | TOTAL:                 | 117.35    |
| SANITATION PRODUCTS INC          | 6/07/13 | PARTS FOR ELGIN PELICAN    | GENERAL FUND        | STORM DAMAGE (FEMA)    | 1,685.91  |
|                                  | 6/07/13 | PARTS FOR SWEEPER          | GENERAL FUND        | STORM DAMAGE (FEMA)    | 81.94     |
|                                  |         |                            |                     | TOTAL:                 | 1,767.85  |
| SCHAAF SANITATION INC            | 6/07/13 | SOLID WASTE-APRIL          | GARBAGE COLLECTION  | SOLID WASTE/RECYCLE    | 62,922.68 |
|                                  | 6/07/13 | SOLID WASTE-APRIL          | GARBAGE COLLECTION  | SOLID WASTE/RECYCLE    | 12,797.46 |
|                                  | 6/07/13 | SOLID WASTE-APRIL          | GARBAGE COLLECTION  | SOLID WASTE/RECYCLE    | 4,511.12  |
|                                  | 6/07/13 | SOLID WASTE-APRIL          | GARBAGE COLLECTION  | CODE ENFORCEMENT       | 4,119.98  |
|                                  |         |                            |                     | TOTAL:                 | 75,329.00 |
| SCHOLTES MOTORS INC              | 6/07/13 | REPLACE TIRE               | GENERAL FUND        | ENGINEERING ADMIN      | 118.50    |
|                                  |         |                            |                     | TOTAL:                 | 118.50    |
| SCHWALBACH #4465                 | 6/07/13 | SNIPS, CLAMPS, FENDER WASH | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 53.46     |
|                                  | 6/07/13 | CAUTION TAPE               | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 10.45     |
|                                  | 6/07/13 | SERVICE CALL               | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 40.88     |
|                                  |         |                            |                     | TOTAL:                 | 104.79    |
| SCHWALBACH ACE HARDWARE-5930     | 6/07/13 | TOILET SEAT, ELBOWS, BULBS | GENERAL FUND        | PAVED STREETS          | 55.07     |
|                                  | 6/07/13 | TURN, EXCHANGE TOILET SEAT | GENERAL FUND        | PAVED STREETS          | 17.10     |
|                                  | 6/07/13 | GALVANIZED PLUG            | RECREATION          | GOLF COURSE-GREEN      | 5.74      |
|                                  | 6/07/13 | GATE VALVE                 | RECREATION          | GOLF COURSE-GREEN      | 28.85     |
|                                  | 6/07/13 | TOGGLE SWITCH              | RECREATION          | GOLF COURSE-GREEN      | 8.00      |
|                                  |         |                            |                     | TOTAL:                 | 80.56     |
| SCHWALBACH ACE #6067             | 6/07/13 | FASTENERS, PAINT           | WATER               | O-DISTR MISC           | 25.61     |
|                                  | 6/07/13 | MASKING TAPE               | WATER               | O-DISTR MISC           | 3.73      |
|                                  | 6/07/13 | BATTERIES                  | WATER               | O-DISTR MISC           | 16.02     |
|                                  | 6/07/13 | PAINT                      | WATER               | O-DISTR MISC           | 5.33      |
|                                  | 6/07/13 | WIRE BRUSH, WD-40          | WATER               | O-DISTR MISC           | 10.13     |
|                                  | 6/07/13 | CUE BALL-WELL BAILER       | WATER               | M-PUMPING              | 13.35     |
|                                  | 6/07/13 | WINDOW WASHER UNIT 104     | ELECTRIC            | O-DISTR UNDERGRND LINE | 5.96      |
|                                  | 6/07/13 | PARTS-STORM LIFT           | STORM WATER MANAGE  | STORM DRAINAGE         | 2.96      |

| VENDOR SORT KEY                       | DATE    | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT   |
|---------------------------------------|---------|----------------------------|---------------------|------------------------|----------|
|                                       |         |                            |                     | TOTAL:                 | 83.09    |
| SERVICEMASTER OF WORTHINGTON          | 6/07/13 | MAY- BAC CLEANING          | ECONOMIC DEV AUTHO  | TRAINING/TESTING CENTE | 546.00   |
|                                       |         |                            |                     | TOTAL:                 | 546.00   |
| SHINE BROS CORP OF MN                 | 6/07/13 | STEEL TUBING               | ELECTRIC            | M-DISTR UNDERGRND LINE | 5.94     |
|                                       |         |                            |                     | TOTAL:                 | 5.94     |
| SOUTHWESTERN MENTAL HEALTH CENTER INC | 6/07/13 | EAP SESSIONS               | GENERAL FUND        | OTHER GEN GOVT MISC    | 110.50   |
|                                       | 6/07/13 | EAP SESSIONS               | RECREATION          | GOLF COURSE-GREEN      | 2.17     |
|                                       | 6/07/13 | EAP SESSIONS               | RECREATION          | PARK AREAS             | 8.67     |
|                                       | 6/07/13 | EAP SESSIONS               | WATER               | EMPLOYEE PENS & BENEFI | 13.00    |
|                                       | 6/07/13 | EAP SESSIONS               | MUNICIPAL WASTEWAT  | O-PURIFY MISC          | 17.33    |
|                                       | 6/07/13 | EAP SESSIONS               | ELECTRIC            | EMPLOYEE PENS & BENEFI | 26.00    |
|                                       | 6/07/13 | EAP SESSIONS               | LIQUOR              | O-GEN MISC             | 6.50     |
|                                       | 6/07/13 | EAP SESSIONS               | AIRPORT             | O-GEN MISC             | 6.50     |
|                                       | 6/07/13 | EAP SESSIONS               | DATA PROCESSING     | DATA PROCESSING        | 4.33     |
|                                       |         |                            |                     | TOTAL:                 | 195.00   |
| STUART C IRBY CO                      | 6/07/13 | SPLICES                    | ELECTRIC            | M-DISTR UNDERGRND LINE | 770.78   |
|                                       | 6/07/13 | PHOTOCONTROL-STREET LIGHTS | ELECTRIC            | FA DISTR ST LITE & SIG | 2,003.91 |
|                                       |         |                            |                     | TOTAL:                 | 1,233.13 |
| TABERAY LLC                           | 6/07/13 | RETIREMENT PLAQUE          | GENERAL FUND        | POLICE ADMINISTRATION  | 69.47    |
|                                       |         |                            |                     | TOTAL:                 | 69.47    |
| THOMPSON ELECTRIC COMPANY             | 6/07/13 | ESTRA CONDUCTOR-TRANSMISSI | ELECTRIC            | FA DISTR UNDRGRND COND | 2,315.95 |
|                                       |         |                            |                     | TOTAL:                 | 2,315.95 |
| TRI-STATE RENTAL CENTER               | 6/07/13 | AIR TRAILER RENTAL         | RECREATION          | GOLF COURSE-GREEN      | 59.85    |
|                                       |         |                            |                     | TOTAL:                 | 59.85    |
| USA BLUE BOOK                         | 6/07/13 | OXYGEN SENSOR FOR GAS DETE | WATER               | M-TRANS MAINS          | 219.83   |
|                                       |         |                            |                     | TOTAL:                 | 219.83   |
| VANTAGEPOINT TRANSFER AGENTS-457      | 6/07/13 | DEFERRED COMP              | GENERAL FUND        | NON-DEPARTMENTAL       | 351.42   |
|                                       | 6/07/13 | DEFERRED COMP              | GENERAL FUND        | POLICE ADMINISTRATION  | 76.92    |
|                                       |         |                            |                     | TOTAL:                 | 428.34   |
| VERIZON WIRELESS                      | 6/07/13 | WIRLESS PHONE CHARGES      | GENERAL FUND        | MAYOR AND COUNCIL      | 43.70    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | GENERAL FUND        | ADMINISTRATION         | 52.67    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | GENERAL FUND        | ENGINEERING ADMIN      | 65.96    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 32.95    |
|                                       | 6/07/13 | WIRELESS PHONE             | GENERAL FUND        | POLICE ADMINISTRATION  | 613.86   |
|                                       | 6/07/13 | WIRELESS AIR CARDS         | GENERAL FUND        | POLICE ADMINISTRATION  | 364.28   |
|                                       | 6/07/13 | WIRELESS PHONE             | GENERAL FUND        | SECURITY CENTER        | 59.33    |
|                                       | 6/07/13 | WIRELESS PHONE             | GENERAL FUND        | SECURITY CENTER        | 59.34    |
|                                       | 6/07/13 | WIRELESS AIR CARDS         | GENERAL FUND        | SECURITY CENTER        | 286.22   |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | GENERAL FUND        | PAVED STREETS          | 71.30    |
|                                       | 6/07/13 | WIRELESS PHONE             | GENERAL FUND        | CODE ENFORCEMENT       | 65.98    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | RECREATION          | PARK AREAS             | 38.32    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | RECREATION          | OLSON PARK CAMPGROUND  | 32.98    |
|                                       | 6/07/13 | WIRLESS PHONE CHARGES      | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 32.98    |
|                                       |         |                            |                     | TOTAL:                 | 1,819.87 |
| WAL MART BUSINESS/GEGRB               | 6/07/13 | CREAMER, KLEENEX           | GENERAL FUND        | SECURITY CENTER        | 6.34     |

| VENDOR SORT KEY                        | DATE    | DESCRIPTION                | FUND         | DEPARTMENT             | AMOUNT   |
|--|---------|----------------------------|--------------|------------------------|----------|
|  | 6/07/13 | CREAMER, KLEENEX           | GENERAL FUND | SECURITY CENTER        | 6.33     |
|  | 6/07/13 | COFFEE                     | GENERAL FUND | SECURITY CENTER        | 3.49     |
|  | 6/07/13 | COFFEE                     | GENERAL FUND | SECURITY CENTER        | 3.49     |
|  | 6/07/13 | OLYMPUS CAMERA, BAG, SD CA | GENERAL FUND | STORM DAMAGE           | 155.56   |
|  |         |                            |              | TOTAL:                 | 175.21   |
| WALTON DANIEL                          | 6/07/13 | REIMBURSE                  | GENERAL FUND | POLICE ADMINISTRATION  | 200.00   |
|  |         |                            |              | TOTAL:                 | 200.00   |
| WESCO DISTRIBUTION INC                 | 6/07/13 | 15KV STRESS CONES          | ELECTRIC     | FA DISTR UNDRGRND COND | 1,175.63 |
|  |         |                            |              | TOTAL:                 | 1,175.63 |
| THE WINE COMPANY                       | 6/07/13 | WINE                       | LIQUOR       | NON-DEPARTMENTAL       | 800.00   |
|  | 6/07/13 | FREIGHT                    | LIQUOR       | O-SOURCE MISC          | 50.00    |
|  |         |                            |              | TOTAL:                 | 850.00   |
| WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT | 6/07/13 | LIQUOR                     | LIQUOR       | NON-DEPARTMENTAL       | 4,836.40 |
|  | 6/07/13 | WINE                       | LIQUOR       | NON-DEPARTMENTAL       | 336.00   |
|  | 6/07/13 | FREIGHT                    | LIQUOR       | O-SOURCE MISC          | 51.29    |
|  | 6/07/13 | FREIGHT                    | LIQUOR       | O-SOURCE MISC          | 8.25     |
|  |         |                            |              | TOTAL:                 | 5,231.94 |
| WORTHINGTON AG PARTS                   | 6/07/13 | PARTS FOR FORD 6640 TRACTO | AIRPORT      | O-GEN MISC             | 50.00    |
|  |         |                            |              | TOTAL:                 | 50.00    |
| WORTHINGTON ELECTRIC INC               | 6/07/13 | PUMPHOUSE WELL LABOR       | RECREATION   | GOLF COURSE-GREEN      | 134.46   |
|  |         |                            |              | TOTAL:                 | 134.46   |
| WORTHINGTON GLASS INC                  | 6/07/13 | WINDSHEILD REPAIR SQUAD 36 | GENERAL FUND | POLICE ADMINISTRATION  | 85.00    |
|  | 6/07/13 | WINDSHEILD REPAIR SQUAD 36 | GENERAL FUND | POLICE ADMINISTRATION  | 357.21   |
|  |         |                            |              | TOTAL:                 | 442.21   |
| WORTHINGTON PLUMBING & HEATING         | 6/07/13 | REPAIRS IN CLUBHOUSE       | RECREATION   | GOLF COURSE-CLUBHOUSE  | 73.42    |
|  |         |                            |              | TOTAL:                 | 73.42    |
| WORTHINGTON PRINTING CO INC            | 6/07/13 | RECEIPT BOOKS              | GENERAL FUND | ENGINEERING ADMIN      | 41.05    |
|  | 6/07/13 | RECEIPT BOOKS              | GENERAL FUND | ECONOMIC DEVELOPMENT   | 164.20   |
|  |         |                            |              | TOTAL:                 | 205.25   |
| ZIMCO SUPPLY CO                        | 6/07/13 | GREENS FERTILIZER, WETTING | RECREATION   | GOLF COURSE-GREEN      | 1,771.99 |
|  |         |                            |              | TOTAL:                 | 1,771.99 |



| VENDOR SORT KEY         | DATE | DESCRIPTION               | FUND       | DEPARTMENT | AMOUNT |
|-------------------------|------|---------------------------|------------|------------|--------|
| ===== FUND TOTALS ===== |      |                           |            |            |        |
| 101                     |      | GENERAL FUND              | 150,683.01 |            |        |
| 207                     |      | PD TASK FORCE             | 42.74      |            |        |
| 229                     |      | RECREATION                | 47,848.29  |            |        |
| 231                     |      | ECONOMIC DEV AUTHORITY    | 1,822.00   |            |        |
| 321                     |      | PIR/TRUNKS                | 1,413.75   |            |        |
| 401                     |      | IMPROVEMENT CONST         | 6,420.52   |            |        |
| 412                     |      | PRAIRIE VIEW LTD TID      | 10.00      |            |        |
| 419                     |      | TI DIST #7, REDEV AMEND 5 | 123.00     |            |        |
| 425                     |      | OKABENA ESTATES           | 27.00      |            |        |
| 432                     |      | EVENT CENTER/AUDITORIUM   | 9,018.78   |            |        |
| 601                     |      | WATER                     | 85,113.87  |            |        |
| 602                     |      | MUNICIPAL WASTEWATER      | 30,154.71  |            |        |
| 604                     |      | ELECTRIC                  | 59,698.42  |            |        |
| 605                     |      | INDUSTRIAL WASTEWATER     | 6,767.00   |            |        |
| 606                     |      | STORM WATER MANAGEMENT    | 5,091.73   |            |        |
| 609                     |      | LIQUOR                    | 25,775.63  |            |        |
| 612                     |      | AIRPORT                   | 30,030.13  |            |        |
| 614                     |      | MEMORIAL AUDITORIUM       | 5,788.24   |            |        |
| 702                     |      | DATA PROCESSING           | 556.12     |            |        |
| 703                     |      | SAFETY PROMO/LOSS CTRL    | 2,700.00   |            |        |
| 873                     |      | GARBAGE COLLECTION        | 75,329.00  |            |        |
| 878                     |      | WASTE MANAGEMENT COLL     | 7,292.00   |            |        |
| 882                     |      | TOURISM PROMOTION         | 14,462.54  |            |        |
| -----                   |      |                           |            |            |        |
| GRAND TOTAL:            |      |                           | 566,168.48 |            |        |
| -----                   |      |                           |            |            |        |

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