

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, July 8, 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 June 24, 2013
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting July 1, 2013
 - b. Memorial Auditorium Advisory Board of Directors Minutes of June 4, 2013
 - c. Golf Advisory Board Minutes of June 19, 2013
3. 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. Third Reading Proposed Ordinance Amending Title XI, Chapter 114 of the Worthington City Code Granting a Franchise to Knology of the Plains, Inc. to Construct, Operate, and Maintain a Cable Television System in the City of Worthington; Setting Forth Conditions Accompanying the Grant of Franchise” and Approval of Summary Ordinance Publication

2. Third Reading Proposed Ordinance Amending Title XV of the Worthington City Code - Pud #5 Size of Decks for the Dwelling Units Along Third Avenue
3. Second Reading Proposed Ordinance Vacating Portion of Public Utility Easement-2177 Castlewood Drive
4. First Reading Proposed Ordinance Amending Chapter 90, Sections 90.01 and 90.03 of the Worthington City Code - Animals
5. First Reading Proposed Ordinance Amending Chapter 113 of the Worthington City Code - Peddlers, Solicitors and Transient Merchants

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Items

1. Consideration of Two Resolutions Authorizing Execution of Agreements Between the City of Worthington Prosecuting Attorney and the Bureau of Criminal Apprehension

G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Consider Award for Stump Grinding Based on Quotes

H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

1. Award Contract for 2013 Bituminous Overlay Project
2. Property Exchange to Remedy Irregularities in Public Rights to Install Utilities

I. 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

J. CITY ADMINISTRATOR REPORT

K. ADJOURNMENT

ADMINISTRATIVE SERVICES MEMO

DATE: JULY 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. **THIRD READING PROPOSED ORDINANCE AMENDING TITLE XI, CHAPTER 114 OF THE WORTHINGTON CITY CODE GRANTING A FRANCHISE TO KNOLOGY OF THE PLAINS, INC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WORTHINGTON; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE" AND APPROVAL OF SUMMARY ORDINANCE PUBLICATION**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance Amending Title XI, Chapter 114 of the Worthington City Code Entitled "An Ordinance Granting a Franchise to Knology of the Plains, Inc. Pursuant to Title XI, Chapter 114 (Of the Worthington City Code) to Construct, Operate, and Maintain a Cable Television System in the City of Worthington; Setting Forth Conditions Accompanying the Grant of Franchise"

A copy of the proposed ordinance was included with the Council packet for the June 12, 2013 Regular Council meeting.

Due to the length of the ordinance, costs for the required publication after adoption are estimated to be about \$3,600 based on the cost of publication of the Mediacom Franchise Renewal Ordinance in 2012. Following publication of the Mediacom franchise renewal, staff investigated the ability to instead publish a "Summary Ordinance". It was initially thought that a change in the City's Charter would be required, however, in speaking with City Attorney Mark Shepherd, he informed staff that MN Statute 331A.01 - 10 grants Councils the ability to publish a summary. Additionally, MN Statute 412.191, Subd. 4 provides the following requirements regarding Summary Ordinances:

Subd. 4. Ordinances.-Every ordinance shall be enacted by a majority vote of all the members of the Council except where a larger number is required by law. It shall be signed by the Mayor, attested by the Clerk and published once in the official newspaper. In the case of lengthy ordinances, or ordinances which include charts or maps, if the City Council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the council may by a four-fifths vote of its members direct that only the title of the ordinance and a summary be published,

conforming to section 331A.01, subdivision 10, with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the City Clerk and any other location which the Council designates. A copy of the entire text of the ordinance shall be posted in the community library, if there is one, or if not, in any other public location which the Council designates. Prior to the publication of the title and summary the Council shall approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or eight-point type. Proof of the publication shall be attached to and filed with the ordinance.

Every ordinance shall be recorded in the ordinance book within 20 days after publication of the ordinance or its title and summary. All ordinances shall be suitably entitled and shall be substantially in the style - "The City Council of ordains:".

Exhibit 1 is a Summary Ordinance of the proposed Knology franchise renewal ordinance for Council review and approval. The Summary Ordinance was provided by Brian Grogan, Attorney with Moss & Barnett, who represented the City in the cable tv franchise renewals.

Council action is requested to give a third reading to, and subsequently adopt, the proposed ordinance and to approve the Summary Ordinance for publication.

2. **THIRD READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE WORTHINGTON CITY CODE - PUD #5 SIZE OF DECKS FOR THE DWELLING UNITS ALONG THIRD AVENUE**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance Amending Title XV of the Worthington City Code Entitled "An Ordinance to Amend Title XV of the City Code of Worthington, Nobles County, Minnesota" (PUD #5 size of decks for the dwelling units along Third Avenue).

A copy of the proposed ordinance was included with the Council packet for the June 12, 2013 Regular Council meeting. Adoption of the ordinance would allow the applicant for the amendment (and two of the other three units) the ability to reconstruct a larger deck, as his was destroyed in an automobile accident.

Council action is requested to give a third reading to, and subsequently adopt, the proposed ordinance.

3. **SECOND READING PROPOSED ORDINANCE VACATING PORTION OF PUBLIC UTILITY EASEMENT-2177 CASTLEWOOD DRIVE**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance that would vacate a portion of an existing easement at 2177 Castlewood Drive as follows:

An ordinance vacating that portion of the platted public utility easement in Lot 12, Block 2, Dano Addition, City of Worthington, Nobles County, Minnesota described as follows:

The east 10.00 feet of Lot 12, Block 2, Dano Addition, City of Worthington, Nobles County, Minnesota, except the north 10.00 feet thereof.

The owner of the property has agreed to grant a needed easement on a property he owns one lot east of this existing easement provided this north-south segment of the existing easement be vacated.

A copy of the proposed ordinance was included with your June 24, 2013 Council agenda.

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

4. **FIRST READING PROPOSED ORDINANCE AMENDING CHAPTER 90, SECTIONS 90.01 AND 90.03 OF THE WORTHINGTON CITY CODE - ANIMALS**

At their March 25, 2013 meeting, Council discussed a request from Donna Pueppke and Bill Baker to change the City's animal control ordinance to allow agricultural animals to be present for sale at the local farmers' markets to accommodate the cultures that desire fresh slaughter of their food animals. Ms. Pueppke said she had been told by the City's Community Services Officer that she was in violation of a City ordinance by having animals present at the market, which Ms. Pueppke said included goats and rabbits. In the ensuing discussion, Council determined the current ordinance conflicts itself in that rabbits are listed as a farm animal, but elsewhere in the City Code they were approved as a "pet" animal. After discussing the issue, Council tabled the request for clarification of the current ordinance and to allow staff to complete additional research.

Based on that direction, staff is presenting a proposed ordinance (shown as *Exhibit 2*) that would amend Chapter 90, sections 90.01 and 90.03 of the Worthington City Code to clarify that rabbits are not included in the definition of "Farm Animal".

Council is requested to give a first reading to the proposed ordinance.

5. **FIRST READING PROPOSED ORDINANCE AMENDING CHAPTER 113 OF THE WORTHINGTON CITY CODE TO INCLUDE FARMERS' MARKETS**

During the March 25th discussion regarding the request to sell farm animals at the farmers' markets, Council expressed concerns over potential issues including animal waste and the potential for illness if the animals were not kept in a clean and safe manner - we would have no way of tracking where the animals came from. It was determined that the sale of any live animal should be prohibited. In addition, although vendors at a farmers' markets are not required to be licensed through the City, it was determined that registration should be required as food borne illnesses can also be spread through produce that is not kept in a clean and safe manner.

Exhibit 3 is a proposed ordinance that would require the registration of all operators of farmer's markets, solicitors, and any person exempt from the licensing requirements. It would also prohibit the display, sale, bartering, trade or giving away of any live animal as defined in Worthington City Code 90.01 (*Animal - every living creature except members of the human race.*)

Council is asked to give a first reading to the proposed ordinance.

CITY OF WORTHINGTON, MINNESOTA

SUMMARY ORDINANCE NO. _____

**AN ORDINANCE GRANTING A FRANCHISE TO KNOLOGY OF THE PLAINS, INC.
TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM AND
PROVIDE CABLE SERVICE IN THE CITY OF WORTHINGTON, MINNESOTA**

THE CITY COUNCIL OF THE CITY OF WORTHINGTON DO ORDAIN that, on June _____, 2013, Ordinance No. _____ was adopted by the City Council of the City of Worthington, Minnesota. Due to the lengthy nature of Ordinance No. _____, the following summary of the ordinance has been prepared for publication as authorized by state law:

SECTION 1. The ordinance adopted by the Council grants a franchise to Knology of the Plains, Inc. ("Knology"), to construct, operate and maintain a cable system and provide cable service to residents and businesses in the City of Worthington, Minnesota.

The ordinance sets a fourteen (14) year franchise term (to allow the same expiration date as Mediacom's franchise) and includes sections describing the cable system, drops and services to public buildings, franchise fee provisions, public, educational and government access support and customer service obligations.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and publication. A printed copy of the entire ordinance is available for inspection by any person during the City's regular office hours.

APPROVED FOR PUBLICATION BY the City Council of the City of Worthington, Minnesota, this ____ day of July, 2013.

(SEAL)

CITY OF WORTHINGTON

Mayor

ATTEST: _____
City Clerk

VOTING IN FAVOR:

VOTING IN OPPOSITION:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 90, SECTIONS 90.01 AND 90.03

The City Council of the City of Worthington Do Ordain:

Section I.

The Worthington City Code Section 90.01 is hereby amended so as to add the following definitions to be inserted in alphabetical order:

90.01 DEFINITIONS

FARM ANIMAL. Any animal which would normally be considered a farm animal or barnyard animal. By way of example and not limitation, included in the terms farm animal and barnyard animal, are cattle, horses, sheep, goats, fowl (including ducks, chickens, geese, ostriches, guinea hens, pheasants, quail, partridge, turkeys) swine, llamas, and alpacas.

FARM SUPPLY MERCHANDISER. A year-round business with a physical building presence located in the city conducting business in farm supplies and operational necessities.

Section II.

The Worthington City Code Section 90.03 (B)(8) is hereby amended so as to read as follows:

- (8) Any Animal which would normally be considered a farm animal or barnyard animal unless the animal is kept only temporarily in a stockyard, slaughterhouse, or farm supply merchandiser awaiting transportation or slaughter or for exhibition purposes. By way of example and not limitation, the terms farm animal and barn yard animal shall include cattle, horses, sheep, goats, swine, llamas, alpacas and fowl (including pigeons, ducks, chickens, geese, ostriches, guinea hens, pheasants, quail, partridge, and turkeys) but not including rabbits.

Section III.

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

Passed by the City Council of the City of Worthington, Nobles County, Minnesota, this _____ day of _____, 2013.

(SEAL)

Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____
AN ORDINANCE TO AMEND CHAPTER 113

The City Council of the City of Worthington Do Ordain:

Section I.

Te Worthington City Code Section 113.01 is hereby amended so as to add the following definition to be inserted in alphabetical order:

113.01 DEFINITONS

FARMERS' MARKET. A farmers' market is an association or group of local producers who assemble at a defined public location for the primary purpose of selling non-animal agricultural products directly to consumers.

Section II.

The Worthington City Code Section 113.03 (F)(1) is hereby amended so as to read as follows:

(F) *License Exemptions.*

(1) No license shall be required for any person, whether at a farmers' market or otherwise, to sell or to take orders for any product grown, produced, cultivated, or raised on a farm or in a garden.

Section III.

The Worthington City Code Section 113.07 is hereby amended so as to read as follows:

All operators of farmers' markets, solicitors, and any person exempt from the licensing requirements of this chapter under § 113.03, shall be required to register with the city. Registration shall be made on the same form required for a license application, but no fee shall be required. Operators of Farmers' markets shall supply a list of vendors to the City Clerk upon application and update as changes are made. Immediately upon completion of the registration form, the City Clerk shall issue to the registrant a Certificate of Registration as proof of the registration. Certificates of Registration shall be non-transferable.

Section IV.

The Worthington City Code Section 113.09(B) is hereby amended so as to read as follows:

- (B) Neither the farmers' market operators or vendors may display, sell, barter, trade or give away any live animals as the term "animal" is defined in Worthington City Code 90.01.

Section V.

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

Passed by the City Council of the City of Worthington, Nobles County, Minnesota, this _____ day of _____, 2013.

(SEAL)

Mayor

Attest: _____
City Clerk

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, JUNE 24, 2013**

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

Staff present: Craig Clark, City Administrator; Jim Eulberg, Public Works Director; Brad Chapulis, Director of Community/Economic Development; Dwayne Haffield, Director of Engineering; Mindy Eggers, Assistant City Clerk.

Others present: Kathleen Kusz, Nobles County Attorney, Kari & Darin Veen, Daryl Elcock, Jan Volt, Allen Hurlbut, and Alyson Buschena, Daily Globe.

The Pledge of Allegiance was recited.

AGENDA ACCEPTED

Staff requested the addition of item E.4 *Annual Report on Prosecutions* to the agenda.

The motion was made by Council Member Sankey, seconded by Council Member Kuhle and unanimously carried to approve the agenda with the addition of E.4.

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting June 12, 2013
- Minutes of Boards and Commissions - Water & Light Commission Meeting Minutes of June 17, 2013; Planning Commission/Board of Appeals Meeting Minutes of June 17, 2013; Planning Commission/Board of Appeals Meeting Minutes of June 4, 2013; Economic Development Revolving Loan Fund Committee Meeting Minutes of June 10, 2013
- Approved Site Use Agreement with LSS Senior Nutrition Program
- Approved an application to block street and sidewalks from the Worthington Area Chamber of Commerce Retail Committee for Crazy Days to block Tenth Street from Second Avenue to Fifth Avenue for Crazy Days on Thursday, July 25, 2013 from 5:00 a.m. to 6:30 p.m., also to block sidewalks from Thursday, July 25th through Saturday, July 27th from 5:00 a.m. to 5:00 p.m.
- Approved an application to block streets from the Worthington Area Chamber of Commerce Retail Committee for Cruisin' Downtown Worthington to block Tenth Street from Second Avenue to Fifth Avenue on Tuesday, August 13, 2013 from 3:00 p.m. - 8:30 p.m., for Cruisin' Downtown Worthington
- Bills payable and totaling \$1,651,463.65 be ordered paid

APPROVED ATHLETIC FACILITIES MASTER PLAN AND NEEDS ASSESSMENT

Craig Clark, City Administrator, stated that after meeting with representatives from each of the entities on April 17th for a presentation of the Athletic Facilities Master Plan and Need Assessment from HKGI, the working committee met again on June 11th to discuss moving forward and the next steps that should be taken to advance consideration of the future of the sports complex. It was agreed that each entity would formally approve the Master Plan and Needs Assessment. The group feels that the formation of a joint powers board should be pursued with members from the community that have direct relationships to the sports and recreation areas. Further discussion can then be held on planning and future financial commitments.

Council member Kuhle noted that this is just an outline at this time. Council member Graber stated that the plan was well done but sees limitations on the plans for hockey and would like more extensive work concerning hockey. Mayor Pro Tem Wood agreed that the plan should move forward with options for additions as this is a positive long term plan for the community.

A motion was made by Council Member Graber, seconded by Council Member Kuhle and unanimously carried to approve the Athletic Facilities Master Plan and Needs Assessment.

SECOND READING PROPOSED ORDINANCE GRANTING FRANCHISE RENEWAL TO KNOLOGY OF THE PLAINS WITHIN THE CITY OF WORTHINGTON

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance Amending Title XL, Chapter 114 of the Worthington City Code Entitled "An Ordinance Granting a Franchise to Knology of the Plains, Inc. Pursuant to Title XI, Chapter 114 (Of the Worthington City Code) to Construct, Operate, and Maintain a Cable Television System in the City of Worthington; Setting Forth Conditions Accompanying the Grant of Franchise"

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

SECOND READING PROPOSED ORDINANCE AMENDING PLANNED UNIT DEVELOPMENT (PUD) #5 - LAKE SHORE PARK CONDOS

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance Amending Title XV of the Worthington City Code Entitled "An Ordinance to Amend Title XV of the City Code of Worthington, Nobles County, Minnesota" - PUD #5 size of decks for the dwelling units along Third Avenue.

The motion was made by Council Member Sankey, seconded by Council Member Kuhle and unanimously carried to give a second reading to the proposed ordinance. Mayor Pro Tem Wood abstained from voting.

PRESENTATION OF ANNUAL REPORT ON CITY PROSECUTIONS

Kathy Kusz, Nobles County Attorney gave an overview on the City Prosecutions to date and what is projected to the end of the year. Ms. Kusz explained that the Nobles County Court will go live with e-filing this fall allowing for electronic signing and filing of documents. In time this will be required and paper filings will no longer be accepted.

Council Member Kuhle noted that it looks like cases are down 15-20 percent from last year and questioned if e-filing would also help reduce costs. Ms. Kusz stated that the City pays a percentage of operating costs, so the number of cases does not effect the amount that is paid.

Council thanked Ms. Kusz for attending and sharing the information with Council.

APPROVED STUMP GRINDING REQUEST FOR QUOTES

Jim Eulberg, Public Works Director, stated that at this time the specifications for stump grinding quotes have been prepared and are ready to be advertised. Bid Opening would take place on Monday, July 8, 2013, 1:30 p.m. in City Hall Council Chambers. There are approximately 800 stumps to be ground and work is expected to start mid July with a completion date of September 27, 2013.

Council Member Kuhle asked if there was a way to cut costs on this project. Craig Clark, City Administrator stated that this would qualify for reimbursement from FEMA and the state. Mayor Pro Tem Wood stated that funds could be taken from the utility bill dollars until reimbursement was received.

A motion was made by Council Member Graber, seconded by Council Member Kuhle and unanimously approved to accept the request for quotes for stump grinding.

PUBLIC MEETING - REVIEW OF STORM WATER POLLUTION PREVENTION PLAN

Pursuant to published notice, this was the time and date set for a public meeting for review of the City's Storm Water Pollution Prevention plan.

Dwayne Haffield, Director of Engineering, noted the meeting is a requirement under our NPDES permit to allow public comment on the City's Storm Water Pollution Control Plan which includes

the following six mandatory minimum control measures:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management
- Pollution Prevention / Good Housekeeping for Municipal Operations

Specific activity we did last year included distribution of educational materials, maintained the storm system map, enforced the storm water ordinance, inspected the system - 20% of the outlets, wet basins, dry basins and all the other structural control devices are to be inspected every year, no records of inspection of outfalls can be found for 2012. Mr. Haffield noted that a new MS4 permit will go into effect on August 1, 2013. Thirty-Six of the thirty-eight BMP's will be required by the permit. Council Member Kuhle asked if it would be an increase to developers and if the burden should fall on engineering right up front. Mr. Haffield stated that the preliminary cost may increase depending on the site and will definitely cause more conversation in preliminary talks concerning development.

FIRST READING PROPOSED ORDINANCE TO VACATE PORTION OF A PUBLIC UTILITY EASEMENT

Dwayne Haffield, Director of Engineering stated that the Public Utilities Department is in need of an easement one lot east of an existing platted easement on the property located at 2177 Castlewood Drive. The north-south segment of the existing easement at 2177 Castlewood Drive is not being utilized and is not needed. The same party owns both the lot where the easement is needed and the lot with the existing easement. The party is willing to grant the desired easement on the condition that the north-south segment of the existing easement be vacated. The platted easement segment would be vacated by ordinance to, in effect, amend the plat. The third reading of the ordinance should be subject to the delivery of the desired easement. The Water & Light Commission acted to concur with this recommendation at its June 17, 2013 meeting.

Staff presented the proposed ordinance to Vacate a Portion of the Platted Public Utility Easement in Lot 12, Block 2, Dano Addition.

An ordinance vacating the portion of the platted public utility easement in Lot 12, Block 2, Dano Addition, City of Worthington, Nobles County, Minnesota described as follows:

The east 10.00 feet of Lot 12, Block 2, Dano Addition, City of Worthington, Nobles

county, Minnesota, except the north 10.00 feet thereof.

A motion was made by Council Member Graber, seconded by Council Member Sankey and unanimously carried to give a first reading to the proposed Ordinance to Vacate Portion of a Public Utility Easement.

RESOLUTION #3521 ADOPTED DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

The City has received a petition for extension of a water main on Okabena Street from Kragness Avenue to approximately 800 feet west. The petition is signed by owners of more than 35% of the property abutting the improvement and is therefore adequate for the project to be considered. Although an adequate petition has been received, it is anticipated that there will be limited assessments proposed for the improvement due to the benefit provided by the existing water mains and certain abutting properties being wetlands. A report will be prepared which will define the scope project and its relationship to improvements proposed in the master water plan, and provide estimated project costs and assessments. Upon receipt of the report Council may then order a hearing on the proposed improvement.

A motion was made by Council Member Kuhle, seconded by Council Member Sankey and unanimously carried to adopt the following resolution:

RESOLUTION NO. 3521

A RESOLUTION DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

APPROVED INTERIM USE PERMIT - 1701 OXFORD STREET

Brad Chapulis, Director of Community/Economic Development explained that Allen Hurlbut is seeking the issuance of an interim use permit for property owned by Larry Davis at 1701 Oxford Street. The applicant intends to operate a business that will rent a parking space to individuals who will use these spaces to display their motor vehicles, boats, campers, RV's, etc., for sale. All sales are between the seller and buyer of the vehicle. The legal description of the subject property under consideration is as follows:

Lot 3, Block 1, First Survey and Resubdivision of Northland Mall Addition, City of
Worthington, Nobles County, Minnesota

Mr. Chapulis stated that the Planning Commission considered the interim use permit at its June 17, 2013, special meeting. After holding a public hearing discussing the application, the Commission unanimously recommended approval of the interim use permit subject to the following conditions:

1. The permit shall expire on December 31, 2014
2. The permit shall be voided if the use is discontinued for 6 consecutive months; and
3. Existing potholes shall be filled and properly maintained with existing surface debris or crushed rock/pea rock or equal.

Mayor Pro Tem Wood inquired who would be overseeing condition #3. Mr. Chapulis stated that staff would be making sure that each condition of the agreement is met.

Council Member Sankey inquired if this would essentially become a convenient storage place for vehicles if they priced the vehicle so it would not sell, allowing for them to keep it there and not have to store it elsewhere. Mr. Chapulis stated that staff recognizes those thoughts and which is why an expiration date was set in place.

A motion was made by Council Member Kuhle, seconded by Council Member Graber to approve the Interim Use Permit for 1701 Oxford Street, with the following Council Members voting in favor of the morion: Kuhle, Graber, and Wood; and the following Council Member voting against the same motion: Sankey. Motion carried.

REQUEST FOR SITE PREPARATION ASSISTANCE PAYMENT APPROVED - 1216 RYAN'S ROAD

Brad Chapulis, Director Community/Economic Development explained that in November 2011, Council approved an application for site preparation assistance for a commercial development project located at 1216 Ryan's Road (Avera Medical Group). The application allocated \$119,940 to offset the costs affiliated with soil remediation. In return for the assistance, the company agreed to construct a 3-story, 60,000 square foot medical clinic/surgical center. Mr. Chapulis stated that as of June 5, 2013, Avera has completed all of the obligations necessary to obtain the site preparation funds allocated for this development. Council Member Kuhle inquired if the money comes through the TIF District, Mr. Chapulis stated that it does and is a 13,000% increase in taxes payable.

Since the applicant has fulfilled all of the obligations in the application guidelines, staff recommends Council authorize payment in the amount of \$119,940 to Avera Medical Group.

A motion was made by Council Member Sankey, seconded by Council Member Kuhle and unanimously approved to authorize the site preparation assistance payment to Avera Medical Group.

APPROVED LANDSCAPING EASEMENT - EVENT CENTER

Brad Chapulis, Director of Community/Economic Development explained that Exhibit 2 is a copy of the proposed landscape agreement between the Worthington Hotel Group and the City of Worthington. Mr. Chapulis stated that the easement legally permits the city to plant and maintain the portion of the Event Center's wedding park landscape that is officially on the hotel property and legally described as follows:

the north 73.00 feet of the south 256.00 feet of the east 26.00 feet of Lot 1, Block 2, Prairie Expo First Addition, City of Worthington, Nobles County, Minnesota

Mr. Chapulis stated that staff feels the easement is necessary to preserve the right to utilize and maintain this portion of the park if there was ever a change in management of the Event Center. The easement would remain in effect until such time that the easement for the walkway connection is terminated.

A motion was made by Council Member Sankey, seconded by Council Member Graber and unanimously carried to accept the Landscape Easement Agreement as presented.

COUNCIL COMMITTEE REPORTS

Mayor Pro Tem Wood - Nothing to Report.

Council Member Kuhle - Nothing to report.

Council Member Graber - The new Center for Active Living Director is Kris Hohensee

Council Member Sankey - Attended the LMC Conference, and brought back information on LED lighting and wind generators.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, reported that the follow-up Strategic Plan meeting will be held on July 8, 2013. The CGMC Conference will be held July 24-26 in Bemidji. Tree trimming was finished on Saturday, June 23rd. Spring Clean-Up has come to an end with a follow-up meeting planned to look at how things went and what can be changed to make it better for next year.

ADJOURNMENT

The motion was made by Mayor Pro Tem Wood, seconded by Council Member Graber and unanimously carried to adjourn the meeting at 8:40 p.m.

UNAPPROVED

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING JULY 1, 2013

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

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Hoffmann, seconded by Commissioner Donovan and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held June 17, 2013.

PROPERTY EXCHANGE TO REMEDY IRREGULARITIES IN PUBLIC RIGHTS TO INSTALL UTILITIES

A motion was made by Commissioner Wood, seconded by Commissioner Donovan and unanimously carried concurring with City Council action to execute a deed conveying the east 10 feet of the west 40 feet of Lot 1, Block 2, Sunny View Addition from the City of Worthington to Kelly Jurgensen subject to Kelly Jurgensen conveying the west 10 feet of the same lot to the City of Worthington and also granting a utility easement over the east 13 feet of the west 43 feet of the same lot to the City of Worthington. Costs associated with the transactions will be funded through the current lift station project.

AWARD BID FOR MORNINGSID E AND COUNTY ROAD 10 SANITARY SEWER LIFT STATION RECONSTRUCTION PROJECT

Scott Hain, General Manager, reported that the following two bids were received on June 25, 2013, for the Morningside and County Road 10 sanitary sewer lift station reconstruction project:

	<u>Morningside Lift</u>	<u>County 10 Lift</u>	<u>Total</u>
Larson Crane Service	\$142,646.72	\$131,934.18	\$274,580.90
Quam Construction	\$324,356.72	\$267,504.18	\$591,860.90

Awarding the work for both lift stations to the low bidder would result in a total projected project cost of \$292,130.90, including engineering costs, which is \$19,130.90 (7.0%) over the amount included in the 2013 budget. The option also exists to award either of the lift station projects included in the bid individually. While that would result in total 2013 costs coming in under budget, there would be additional engineering costs associated with re-bidding the remaining project next year as well as uncertainty as to where construction costs might go.

After discussion, a motion was made by Commissioner Hoffman, seconded by Commissioner Wood and unanimously carried to award the bid for the Morningside and County Road 10 sanitary sewer lift station reconstruction project to Larson Crane Service in the amount of \$274,580.90.

AWARD BID FOR LED STREET LIGHTING FOR HIGHWAY 60 PHASE III

Scott Hain, General Manager, presented the following bids received on June 27, 2013, for the LED street lighting components for the Highway 60 Phase III project:

<u>Bidder</u>	<u>Fixture Description</u>	<u>Total Bid</u>
RESCO	GE 0.6 FC	\$136,128.10
RESCO	GE 0.8 FC	\$138,562.70
WESCO	Leotek	\$139,480.30
Dakota Supply Group	GE 0.6 FC	\$144,930.00
Dakota Supply Group	GE 0.8 FC	\$147,562.00
Border States Electric	Cooper	\$153,364.00
ECHO	GE 0.6 FC	\$155,890.00
Dakota Supply Group	GE 1.1 FC	\$157,996.00
ECHO	Phillips	\$184,560.00

Mr. Hain reported that the various fixtures included in the bids meet MNDOT specifications. The bids have been reviewed by Worthington Public Utilities staff and have been submitted to MNDOT for their review.

After discussion, a motion was made by Commissioner Wood, seconded by Commissioner Donovan and unanimously carried to authorize awarding the bid for the LED street lighting components for the Highway 60 Phase III project to RESCO with preference towards the GE 0.8 FC fixture in the amount of \$138,562.70 subject to MNDOT approval. Should MNDOT determine the GE 0.6 FC fixture to be sufficient the Commission authorized awarding the bid to RESCO for the GE 0.6 FC in the amount of \$136,128.10 subject to MNDOT approval.

WATER DEPARTMENT SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

Scott Hain, General Manager, reported that the Supervisory Control and Data Acquisition (SCADA) system currently being used by the Water Department to provide supervisory control

and data acquisition between their various facilities has been in place since 1991 and is in need of replacement. Utility staff has received a preliminary proposal of \$292,000 from Automatic Systems to upgrade the existing system.

Mr. Hain reported that the 2013 Water Department budget includes \$60,000 to study and possibly implement upgrades to the current system. Utility staff will engage the services of Banner and Associates to develop a viable solution and associated costs for a replacement system and present the findings to the Commission at a later date.

WATER UPDATE

Scott Hain, General Manager, provided the Commission with an update on the static well levels, lifting of the non-essential water use ban, thoughts on triggers to implement future water use restrictions, the Lincoln Pipestone Rural Water System west interconnection and funding and long-range planning for the Lewis and Clark Regional Water System project.

MINNESOTA MUNICIPAL UTILITIES ASSOCIATION (MMUA) SUMMER CONFERENCE

Final arrangements were discussed for attending the Minnesota Municipal Utilities Association summer conference on August 19-21, 2013. Commissioner Wood will be representing Worthington Public Utilities at the conference.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Hoffmann, seconded by Commissioner Donovan and unanimously carried to approve the utility bills payable totaling \$209,149.98 for June 21 and June 28, 2013.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Donovan and unanimously carried to adjourn the meeting at 4:12 P.M., DST. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

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



PRAIRIE VIEW GOLF LINKS

MARTY VANDEMORE – COURSE MANAGER
Managed by Dakota Golf Management, Inc.
TOM JANSA – PRESIDENT



Golf Advisory Board Meeting – Wednesday, June 19, 2013

Attendee's – Tom Jansa, Kevin Black, Ron Wood, Carl Dagel, Marty VanDeMore

Points of discussion:

Reviewed and compared last year revenues to this year so far

Marty will put a stay and play package deal together to present to management at both the new hotel and convention center

Talk with MGA (Minnesota Golf Association) about getting on their calendar for next year to host one of their more significant tournaments

Kevin has mowed down some of the no mow areas in an effort to speed up play

Kevin also talked about his re-seeding projects on the course that were damaged due to the inclement weather this spring we had

We also discussed possibly mowing areas around the ponds on #15 and #18

PRAIRIE VIEW GOLF LINKS – 30784 State HWY 266 Worthington, MN 56187
507-372-8670 www.prairieviewgolflinks.com prairieview@dakotagolf.com

DAKOTA GOLF MANAGEMENT, INC. - 2604 West Russell St. Sioux Falls, SD, 57104
605 367-7092 www.dakotagolf.com golf@dakotagolf.com

PUBLIC SAFETY MEMO

DATE: JULY 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. **CONSIDERATION OF TWO RESOLUTIONS AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE CITY OF WORTHINGTON PROSECUTING ATTORNEY AND THE BUREAU OF CRIMINAL APPREHENSION**

The City of Worthington Prosecuting Attorney, Kathleen Kusz in an effort to streamline the criminal charging process has requested the State of Minnesota to supply access to the Minnesota Criminal Justice Data Network (CJDN) so the E-Charging program (a service offered by the State of Minnesota) can be started in Worthington and Nobles County. As part of this project the system is designed to integrate with the Minnesota Court System via the Bureau of Criminal Apprehension to facilitate information flow and allow for transmitting information into and accessing information from the Minnesota Court System.

The State of Minnesota requires two agreements be approved to facilitate E-Charging for the Prosecuting Attorney: The Court Data Services Subscriber Amendment to CJDN Subscriber Agreement (*Exhibit 3*) and the State of Minnesota Joint Powers Agreement Criminal Justice Agency (*Exhibit 4*). Council has previously approved both agreements for the Worthington Police Department to participate, but must also approve separate resolutions for the Prosecuting Attorney to participate.

The Prosecuting Attorney is requesting two resolutions (*Exhibits 1 and 2*) from Council authorizing Kathleen A. Kusz, Prosecuting Attorney to execute the agreements on behalf of the City of Worthington

City Attorney, Mark Shepherd, has reviewed the agreements and found no problems.

Staff recommends approval. Council action is requested to adopt the proposed resolutions shown in *Exhibits 1 and 2*.

Proposed Motion: Authorization of Agreements with Bureau of Criminal Apprehension

RESOLUTION
AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the City of Worthington through its Prosecuting Attorney enters into a cooperative agreement for court data services with the State of Minnesota through its Department of Public Safety, Bureau of Criminal Apprehension

Kathleen Kusz, Prosecuting Attorney, is hereby authorized to execute such agreements and amendments, as are necessary to implement this agreement on behalf of the City of Worthington Prosecuting Attorney.

I hereby certify that the above resolution was adopted by the City Council of the City of Worthington on July 8, 2013.

SIGNED:

WITNESSETH:

(Signature)

(Signature)

Mayor

City Clerk

(Date)

(Date)

RESOLUTION
AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the City of Worthington through its Prosecuting Attorney enters into a cooperative agreement for criminal justice data communications network services with the State of Minnesota through its Department of Public Safety, Bureau of Criminal Apprehension

Kathleen Kusz, Prosecuting Attorney, is hereby authorized to execute such agreements and amendments, as are necessary to implement this agreement on behalf of the City of Worthington Prosecuting Attorney.

I hereby certify that the above resolution was adopted by the City Council of the City of Worthington on July 8, 2013.

SIGNED:

WITNESSETH:

(Signature)

(Signature)

Mayor

City Clerk

(Date)

(Date)

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and City of Worthington on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 60586, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **"Court Records"** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **"Court Confidential Case Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **"DCA"** shall mean the district courts of the state of Minnesota and their respective staff.

e. **"Policies & Notices"** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.

h. "Subscriber" shall mean the Agency.

i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. **FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

a. **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. **ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. **RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. **GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION.

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05:

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Michael J. Cumiskey
(PRINTED)

Signed: [Signature]

Title: Public Safety Director
(with delegated authority)

Date: 5/6/13

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Worthington on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 **General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 **Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 **Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 **Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Kathleen Kusz, County Attorney, 1530 Airport Road, Suite 400, Worthington, MN 56187, (507) 295-5298, or his/her successor.

5 **Assignment, Amendments, Waiver, and Contract Complete**

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

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

6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 **Audits**

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. AGENCY

Name: Michael J. Cumiskey
(PRINTED)

Signed: [Signature]

Title: Public Safety Director
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

PUBLIC WORKS MEMO

DATE: JULY 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. CONSIDER AWARD FOR STUMP GRINDING BASED ON QUOTES

Quotes will be opened at 1:30 pm CDT Monday, July 8, 2013 for the stump grinding contract for City Boulevard and City Parks trees removed as a result of the April ice storm. Bids will be tabulated and presented to Council for consideration at Monday's Council Meeting. Once staff has had an opportunity to review the bids, a recommendation will be made at the meeting.

Suggested motion: Move to award contract based on quotes received for stump grinding and recommendation from staff.

ENGINEERING MEMO

DATE: JULY 5, 2013
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEMS

1. AWARD CONTRACT FOR 2013 BITUMINOUS OVERLAY PROJECT

A recommendation on the award of bids for the 2013 Bituminous Overlay Project will be provided at the Council meeting. Bids for the project are to be received at 2:00 pm on July 8, 2013. The project consists of the overlay of Fox Farm Road from Crailsheim to the west, East 9th Street from 11th Street to Clary Street, and 13th Street from East 9th Street to 8th Street, and placement of a skim overlay on Summit Avenue near Knollwood Drive. The project will utilize the budget for contract maintenance in the Construction Fund (Fund 401).

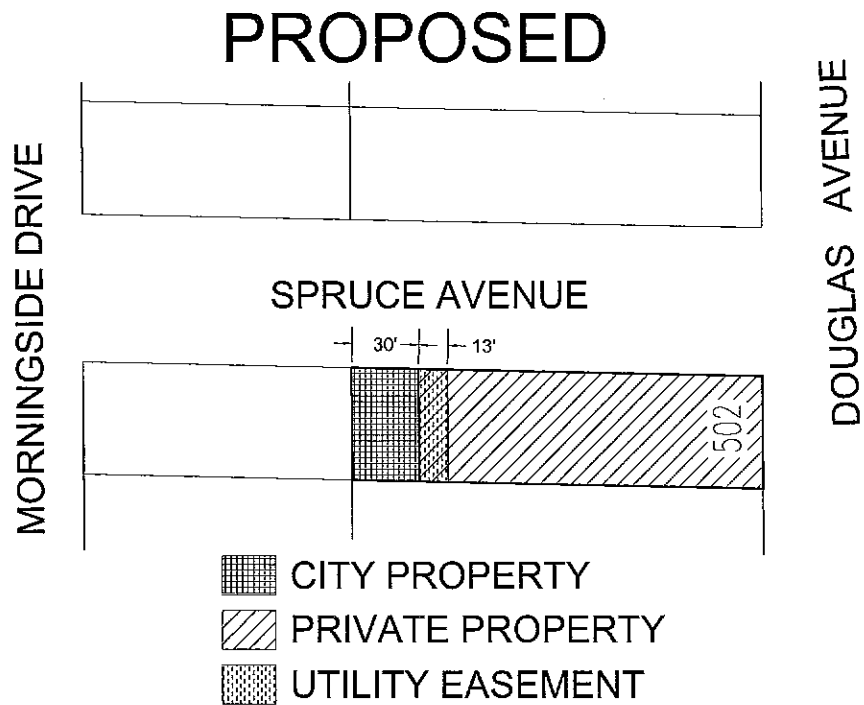
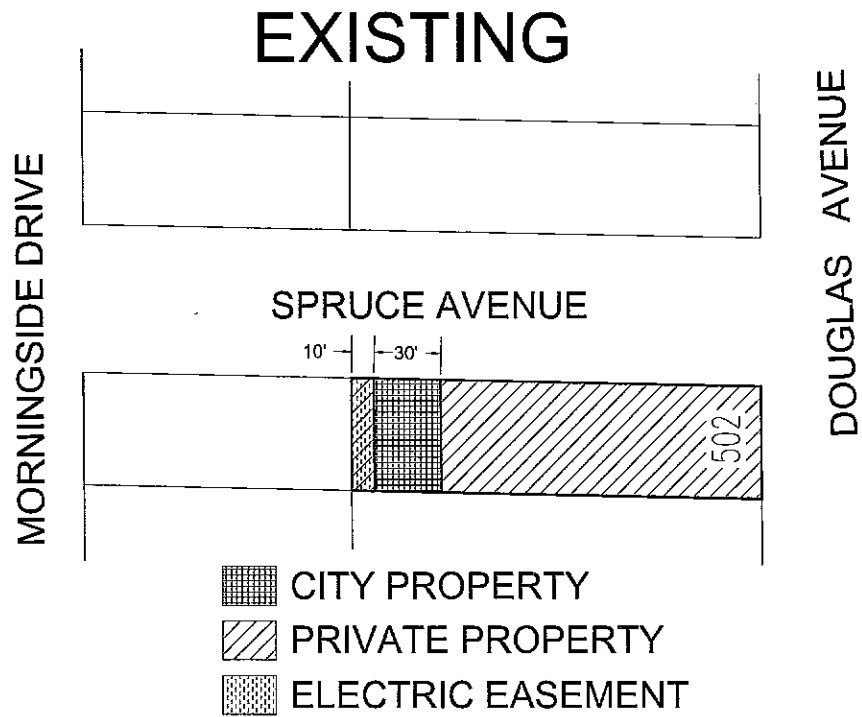
2. PROPERTY EXCHANGE TO REMEDY IRREGULARITIES IN PUBLIC RIGHTS TO INSTALL UTILITIES

In July of 1948, the City obtained an easement for electric distribution over the west 10 feet of the lot located in the southwest corner of the intersection of Douglas Avenue and Spruce Avenue. In December of 1948, the City obtained the east 30 feet of the west 40 feet of the same lot for the construction of a sanitary sewer lift station. This acquisition of the 30 feet tract resulted in the west 10 feet of the lot being severed from the remaining portion of the lot as shown as "Existing" on the map included as Exhibit 1. Over the years electric distribution and sanitary sewer improvements have resulted in the installation of electric lines within the 30 foot tract obtained for the lift station and sewer piping within the ten foot tract of land subject to only an electric distribution easement. The development of plans for the Morningside lift station project has revealed these irregularities in the City's interest in and use of property for installation of public improvements.

To remedy the irregularities, it has been proposed to the owner of the lot in question to exchange ownership of the west ten feet of the lot for the east 10 feet of the west 40 feet of the lot, subject to the owner granting the City a utility easement over the ten feet being conveyed to him plus an additional 3 feet of land he currently owns. The additional 3 feet of easement will maintain the same accessory building setback the property is currently subject to. The resulting ownership and easement is shown as "Proposed" on the map in Exhibit 1. The owner has agreed to the exchange and granting of the easement provided that he does not incur expenses in the preparation and filing of documents.

Staff recommends that Council authorize execution of a deed conveying the east 10 feet of the west 40 feet of Lot 1, Block 2, Sunny View Addition (to the City of Worthington, Nobles County, Minnesota) to Kelly Jurgensen subject to Kelly Jurgensen conveying the west 10 feet of the same lot to the City of Worthington and also granting a utility easement over east 13 feet of the west 43 feet of the same lot to the City. Expenses for the transactions would be assigned to the current lift station project.

The Water and Light Commission concurred with the staff recommendation at its July 1, 2013 meeting.



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARCTIC ICE INC	6/28/13	ICE	LIQUOR	NON-DEPARTMENTAL	162.60
	6/28/13	ICE	LIQUOR	NON-DEPARTMENTAL	98.11
				TOTAL:	260.71
AVERA MEDICAL GROUP WORTHINGTON	6/28/13	SITE PREP ASSISTANCE	TI DIST #7, REDEV	SITE PREP ASSISTANCE	119,940.00
	6/28/13	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,000.32
				TOTAL:	120,940.32
BANNER ASSOCIATES INC	6/28/13	LPRW INTERCONNECTIONS (WES WATER		FA WELLS & SPRINGS	987.52
				TOTAL:	987.52
BRADLEY BEHREND	6/28/13	FOAM CORE DISPLAY BOARDS-G	EVENT CENTER/AUDIT	EVENT CENTER	187.04
				TOTAL:	187.04
BEVERAGE WHOLESALERS INC	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	5,525.65
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	75.00
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	5,911.68
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	6,308.40
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	9,846.55
				TOTAL:	27,667.28
BOND TRUST SERVICES CORP REF:32697	6/28/13	2009C GO PIR BOND FISCAL A	PIR SERIES 2009C	GO PIR SERIES 2009C	450.00
	6/28/13	2012A GO PIR BOND FISCAL A	PIR SERIES 2012A	GO PIR SERIES 2012A	450.00
				TOTAL:	900.00
BRANDT MICHAEL	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
				TOTAL:	10.00
BURNS LOCK & KEY	6/28/13	KEY REPLACEMENT	WATER	O-PURIFY MISC	2.68
	6/28/13	KEY REPLACEMENT	WATER	O-PURIFY MISC	2.68
				TOTAL:	5.36
CITY DIRECTORY INC	6/28/13	CITY DIRECTORIES	GENERAL FUND	CLERK'S OFFICE	195.00
				TOTAL:	195.00
COALITION OF GREATER MN CITIES	6/28/13	LABOR & EMPLOYEE RELATIONS	GENERAL FUND	ADMINISTRATION	60.00
				TOTAL:	60.00
COOPERATIVE ENERGY CO- ACCT # 5910807	6/28/13	MOWER SUPERLUBE TMS 10W30	RECREATION	PARK AREAS	94.39
	6/28/13	GAS FOR MOWER BARREL	MUNICIPAL WASTEWAT	O-PURIFY MISC	222.51
				TOTAL:	316.90
DACOTAH PAPER CO	6/28/13	BAGS	LIQUOR	O-GEN MISC	49.34
	6/28/13	BAGS	LIQUOR	O-GEN MISC	363.55
				TOTAL:	412.89
DAILY GLOBE	6/28/13	CLASS OF '13, ARMED FORCES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	193.00
				TOTAL:	193.00
DAKOTA SUPPLY GROUP INC	6/28/13	TRANSMISSION LINE PIGGING	WATER	M-SOURCE WELLS & SPRNG	1,894.70
	6/28/13	TRANSMISSION LINE PIGGING	WATER	M-SOURCE WELLS & SPRNG	477.46
	6/28/13	WELL DROP PIPE SPLINES	WATER	M-PUMPING	24.05
	6/28/13	100-ORION ADE MODULES	WATER	FA DISTR METERS	13,689.62
	6/28/13	2013 HYDRANT EXTENSIONS	WATER	PROJECT #14	592.95
				TOTAL:	16,678.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DANS ELECTRIC INC	6/28/13	LIGHT REPAIRS	GENERAL FUND	PAVED STREETS	118.97
	6/28/13	LIGHT REPAIRS	GENERAL FUND	PAVED STREETS	57.00
	6/28/13	T-5 LAMPS	GENERAL FUND	PAVED STREETS	57.00
				TOTAL:	232.97
DAVIS TYPEWRITER CO INC	6/28/13	ENVELOPES	GENERAL FUND	AUDITS AND BUDGETS	2.66
	6/28/13	PAPER	GENERAL FUND	ECONOMIC DEVELOPMENT	6.63
	6/28/13	TABLE, MARKER BOARD	GENERAL FUND	CENTER FOR ACTIVE LIVI	190.71
	6/28/13	PAPER	WATER	ADMIN OFFICE SUPPLIES	10.86
	6/28/13	HEAVY DUTY PUNCH	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	46.75
	6/28/13	PAPER	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	10.86
	6/28/13	PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	21.74
	6/28/13	INDEX TABS	ELECTRIC	ADMIN MISC	132.10
	6/28/13	CARTRIDGE	DATA PROCESSING	DATA PROCESSING	116.40
				TOTAL:	538.71
DIAMOND VOGEL PAINT	6/28/13	MILLARD BEACH PAINT	RECREATION	PARK AREAS	92.10
				TOTAL:	92.10
ECHO GROUP INC	6/28/13	LED LIGHT BULBS-WATER TOWE	WATER	M-TRANS RESERVOIRS	237.86
	6/28/13	WIRE FOR STREET LIGHTS	ELECTRIC	M-DISTR ST LITE & SIG	216.03
				TOTAL:	453.89
ECOLAB WATER CARE SERVICES	6/28/13	PEST TREATMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	269.71
				TOTAL:	269.71
EXTREME BEVERAGE LLC	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	60.50
				TOTAL:	60.50
PASTENAL COMPANY	6/28/13	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	7.86
				TOTAL:	7.86
FERGUSON ENTERPRISES INC #226	6/28/13	SUBMERSIBLE PUMP FLOAT SWI	WATER	M-TRANS RESERVOIRS	83.38
				TOTAL:	83.38
FRONTIER COMMUNICATIONS	6/28/13	PHONE SERVICE	WATER	O-PUMPING	72.59
	6/28/13	PHONE SERVICE	WATER	O-PURIFY MISC	62.12
	6/28/13	PHONE SERVICE	WATER	O-DISTR STORAGE	37.90
	6/28/13	PHONE SERVICE	WATER	O-DISTR MISC	57.85
	6/28/13	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	25.73
	6/28/13	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	87.54
	6/28/13	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	242.08
	6/28/13	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	26.13
	6/28/13	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	46.20
	6/28/13	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	25.73
	6/28/13	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	85.31
	6/28/13	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	63.06
	6/28/13	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	52.56
	6/28/13	PHONE SERVICE	ELECTRIC	O-DISTR MISC	140.22
	6/28/13	PHONE SERVICE	ELECTRIC	M-DISTR STATION EQUIPM	18.95
	6/28/13	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	67.74
	6/28/13	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	228.30
	6/28/13	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	39.12
				TOTAL:	1,379.13
GRABER DIANE M	6/28/13	REIMBURSE	GENERAL FUND	MAYOR AND COUNCIL	48.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	48.00
GRAHAM TIRE OF WORTHINGTON INC	6/28/13	TIRE REPAIR MULE	RECREATION	PARK AREAS	93.45
	6/28/13	TUBE MULE	RECREATION	PARK AREAS	10.59
	6/28/13	TIRE REPAIR VAC	ELECTRIC	O-DISTR UNDERGRND LINE	9.72
				TOTAL:	113.76
HACH COMPANY	6/28/13	FILTERS FOR TSS TESTING- 2	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	520.00
	6/28/13	PHOSPHORUS TNT-UHR	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	704.85
				TOTAL:	1,224.85
HAGEN BEVERAGE DISTRIBUTING INC	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	13,911.75
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	4,803.75
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	128.00
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	7,921.85
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	90.00
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	1,590.40
				TOTAL:	28,445.75
HANSON PAINTING INC	6/28/13	EVENT CENTER 2	EVENT CENTER/AUDIT	EVENT CENTER	15,000.00
	6/28/13	EVENT CENTER 2B	EVENT CENTER/AUDIT	EVENT CENTER	12,550.00
				TOTAL:	27,550.00
HAWKINS INC	6/28/13	1 TON CHLORINE	WATER	O-PURIFY	737.00
				TOTAL:	737.00
HD SUPPLY WATERWORKS	6/28/13	WEST LPRW INTERCONNECT SUP WATER		FA WELLS & SPRINGS	764.40
	6/28/13	WEST LPRW INTERCONNECT SUP WATER		FA WELLS & SPRINGS	600.90
				TOTAL:	1,365.30
ICMA	6/28/13	MEMBERSHIP RENEWAL	GENERAL FUND	ADMINISTRATION	809.37
				TOTAL:	809.37
INFRARED SERVICES	6/28/13	INFRARED INSPECTION & ANAL ELECTRIC		CUSTOMER INSTALL EXPEN	1,403.75
	6/28/13	INFRARED INSPECTION & ANAL ELECTRIC		CUSTOMER INSTALL EXPEN	722.38
	6/28/13	INFRARED INSPECTION & ANAL ELECTRIC		CUSTOMER INSTALL EXPEN	602.38
				TOTAL:	2,728.51
ITRON INC	6/28/13	QUARTERLY SYSTEM SUPPORT	ELECTRIC	O-DISTR METERS	548.29
				TOTAL:	548.29
JC RAMSDELL ENVIRO SERVICES INC	6/28/13	REPAIR EQ LINER	MUNICIPAL WASTEWAT	M-SOURCE MISC	2,631.75
				TOTAL:	2,631.75
JERRY'S AUTO SUPPLY	6/28/13	CRIMP WORK ON UNIT #332	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	16.03
	6/28/13	10 QUARTS OIL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	37.30
				TOTAL:	53.33
JOHNSON BROTHERS LIQUOR CO	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,478.36
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	691.65
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	41.35
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	20.99
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14,663.27
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	4,442.40
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	419.80
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	34.16

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	30.40
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	241.18
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	155.59
				TOTAL:	23,219.15
JPW ASSOCIATES INC	6/28/13	BATTERY CHARGER	ELECTRIC	ACCTS-METER READING	95.00
				TOTAL:	95.00
LAMPERTS YARDS INC-2602004	6/28/13	MAILBOX	GENERAL FUND	STORM DAMAGE (FERMA)	48.08
	6/28/13	2X8 TREATED LUMBER	GENERAL FUND	SIGNS AND SIGNALS	31.41
	6/28/13	2X6 FOR SAILBOARD BEACH DO	GENERAL FUND	LAKE IMPROVEMENT	63.61
				TOTAL:	143.10
LAWNS PLUS	6/28/13	SNOW REMOVAL FEB, MARCH, A	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	262.50
				TOTAL:	262.50
LIBERTY BANK AND TRUST	6/28/13	GOLF CART LEASE	RECREATION	GOLF COURSE-CLUBHOUSE	2,451.48
	6/28/13	GOLF CART LEASE	RECREATION	GOLF COURSE-CLUBHOUSE	2,451.48
				TOTAL:	4,902.96
MCFOA	6/28/13	EGGERS MEMBERSHIP	GENERAL FUND	CLERK'S OFFICE	35.00
	6/28/13	OBERLOH MEMBERSHIP	GENERAL FUND	CLERK'S OFFICE	35.00
				TOTAL:	70.00
MIDWEST CONSORTIUM OF MUNICIPAL UTIL	6/28/13	MCMU MEMBERSHIP DUES	WATER	O-DISTR MISC	250.00
				TOTAL:	250.00
MIDWESTERN MECHANICAL INC	6/28/13	BACKFLOW PREVENTER TESTING	WATER	M-PURIFY EQUIPMENT	75.00
	6/28/13	3 ANNUAL BACKFLOW PREVENTER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	255.00
				TOTAL:	330.00
MINNESOTA CITIZENS FOR THE ARTS	6/28/13	MEMBERSHIP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	100.00
				TOTAL:	100.00
MINNESOTA ENERGY RESOURCES CORP	6/28/13	GAS SERVICE	RECREATION	PARK AREAS	15.96
	6/28/13	GAS SERVICE	RECREATION	PARK AREAS	52.21
				TOTAL:	68.17
MINNESOTA RESORT & CAMPGROUND ASSOC	6/28/13	MEMBERSHIP	RECREATION	OLSON PARK CAMPGROUND	477.80
				TOTAL:	477.80
MISCELLANEOUS V AGER MARION	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
AGER PAUL	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
CORTRIGHT GARY	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
HSI GRH OR	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
HUBBARD GAYLEN	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
KEOMANY BOUNTHAI	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
KOSTER GARY	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	100.00
LAMBERT CLAIR	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
MCCOY PAT	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
MILBRANDT KIM	6/28/13	MILBRANDT KIM:REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,375.00
OLSON IRWIN	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
POLZINE FRED	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
PURNET	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	100.00
SIRI SAWAN	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
STAM CINDY	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VORTHERMS DARLENE	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	400.00
WILLARDSON PHIL	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
WILLIAMS JIM	6/28/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
				TOTAL:	2,690.00
MORRIS ELECTRONICS INC	6/28/13	TECH SUPPORT	GENERAL FUND	ADMINISTRATION	52.50
				TOTAL:	52.50
NALCO COMPANY	6/28/13	2500 LBS PHOSPHATE	WATER	O-PURIFY	4,968.60
				TOTAL:	4,968.60
NCL OF WISCONSIN INC	6/28/13	PETRI DISHES, FILTERS, CON	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	594.93
				TOTAL:	594.93
NOBLES COUNTY ATTORNEY	6/28/13	DWI FORFEITURE-CASANOVA	GENERAL FUND	POLICE ADMINISTRATION	127.54
				TOTAL:	127.54
FAUSTIS & SONS	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	120.01
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	380.00
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	2.25
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	4.50
				TOTAL:	506.76
PEPSI COLA BOTTLING CO	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	42.50
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	92.40
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	132.50
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	165.80
				TOTAL:	433.20
PHILLIPS WINE & SPIRITS INC	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,875.96
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	1,098.35
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	60.50
	6/28/13	BEER	LIQUOR	NON-DEPARTMENTAL	65.80
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,315.31
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	2,865.67
	6/28/13	MIX	LIQUOR	NON-DEPARTMENTAL	155.25
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	55.69
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	52.01
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	223.04
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	104.79
				TOTAL:	18,872.37
POST BOARD	6/28/13	LICENSE FEE-BROUILLET	GENERAL FUND	POLICE ADMINISTRATION	90.00
				TOTAL:	90.00
PRAIRIE VENTURES, LLP & THE STATE OF M	6/28/13	2013 1ST HALF TAX ABATEMEN	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	12,817.46
				TOTAL:	12,817.46
RACOM CORP	6/28/13	REPAIR ANTENNA-ICE STORM	GENERAL FUND	STORM DAMAGE (FEMA)	122.20
				TOTAL:	122.20
RADIO SHACK CORP	6/28/13	SOUND LEVEL METER, MODULE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	90.70
				TOTAL:	90.70
REACH COMMUNICATIONS	6/28/13	EVENT CENTER AUDIO/VISUAL	EVENT CENTER/AUDIT	EVENT CENTER	7,716.00
				TOTAL:	7,716.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RUNNINGS SUPPLY INC-ACCT#9502440	6/28/13	TOOLS	WATER	O-PURIFY MISC	11.94
	6/28/13	SILICONE SEALANT	WATER	O-PURIFY MISC	5.33
	6/28/13	COUPLING	WATER	O-PURIFY MISC	2.45
	6/28/13	UPS SHIPPING- 4MG TANK BAS	WATER	M-TRANS RESERVOIRS	50.21
	6/28/13	HACK SAW BLADES	MUNICIPAL WASTEWAT	O-PURIFY MISC	6.40
	6/28/13	WEED SPRAY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	43.48
	6/28/13	SUMP PUMP-MANHOLE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	117.56
	6/28/13	30W NONDETERGENT OIL	MUNICIPAL WASTEWAT	M-PURIFY MISC	53.43
	6/28/13	BLADES, KNIVES, WRENCHES	ELECTRIC	O-DISTR MISC	180.18
	6/28/13	STEP LADDER 10'	ELECTRIC	O-DISTR MISC	224.43
	6/28/13	FITTINGS	ELECTRIC	M-DISTR UNDERGRND LINE	12.27
TOTAL:					707.68
RUNNINGS SUPPLY INC-ACCT#9502485	6/28/13	BOLTS	GENERAL FUND	PAVED STREETS	3.41
	6/28/13	8TH AVE SIGN - BOLTS, WASH	GENERAL FUND	SIGNS AND SIGNALS	2.75
	6/28/13	BOLTS, WASHERS	GENERAL FUND	SIGNS AND SIGNALS	11.76
	TOTAL:				17.92
SANKEY RODNEY	6/28/13	REIMBURSE	GENERAL FUND	MAYOR AND COUNCIL	319.11
	TOTAL:				319.11
SCHWALBACH ACE HARDWARE-5930	6/28/13	FURNACE FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	20.68
	6/28/13	KEY-BOY SCOUT BUILDING	RECREATION	PARK AREAS	6.38
	TOTAL:				27.06
SOUTHERN WINE & SPIRITS OF MINNESOTA	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,887.91
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	560.00
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,450.88
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	1,267.25
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	186.55
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	21.11
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	16.65
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	109.91
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	33.76
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	TOTAL:				10,539.57
TRACTOR SUPPLY CREDIT PLAN	6/28/13	BOSS HAND TRUCK	GENERAL FUND	PAVED STREETS	64.41
	TOTAL:				64.41
TRI-STATE RENTAL CENTER	6/28/13	CROWN SCREED KING#1168589	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	3,129.30
	TOTAL:				3,129.30
UNITED PARCEL SERVICE	6/28/13	INTERNET SHIPPING CHARGES	WATER	M-SOURCE WELLS & SPRNG	14.02
	6/28/13	INTERNET SHIPPING CHARGES	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	5.91
	6/28/13	INTERNET SHIPPING CHARGES	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	40.40
	6/28/13	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	19.03
	TOTAL:				79.36
UNITED PRAIRIE BANK & OKABENA ESTATES	6/28/13	OKABENA ESTATES TI#11 SEMI OKABENA ESTATES	OKABENA ESTATES	OKABENA ESTATES	589.97
	6/28/13	OKABENA ESTATES TI#11 SEMI OKABENA ESTATES	OKABENA ESTATES	OKABENA ESTATES	3,343.14
	6/28/13	OKABENA ESTATES TI#11 SEMI OKABENA ESTATES	OKABENA ESTATES	OKABENA ESTATES	7,207.58
	TOTAL:				11,140.69
UTILITIES PLUS ENERGY SERVICES INC	6/28/13	TESTING POWER FACTOR-GENER ELECTRIC		M-SOURCE EQUIPMENT	2,893.75
	6/28/13	ADJUSTING TRANSMISSION SWI ELECTRIC		M-DISTR OVERHEAD LINES	2,800.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	5,693.75
VAN EDE DAN	6/28/13	REIMBURSE	MUNICIPAL WASTEWAT	O-PURIFY MISC	150.06
				TOTAL:	150.06
VERIZON WIRELESS	6/28/13	WIRELESS DATA LINES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	61.09
	6/28/13	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	40.79
	6/28/13	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	52.67
	6/28/13	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	35.44
	6/28/13	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	35.44
	6/28/13	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	35.44
	6/28/13	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.79
	6/28/13	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	35.44
	6/28/13	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.79
	6/28/13	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	52.67
	6/28/13	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	52.67
	6/28/13	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	40.79
				TOTAL:	524.02
VINOCOPIA INC	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,286.50
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	27.50
				TOTAL:	1,314.00
WCL ASSOCIATES INC	6/28/13	EVENT CENTER	EVENT CENTER/AUDIT	EVENT CENTER	1,079.10
				TOTAL:	1,079.10
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,610.86
	6/28/13	WINE	LIQUOR	NON-DEPARTMENTAL	112.00
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	118.70
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	55.00
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	18.50
	6/28/13	LIQUOR	LIQUOR	NON-DEPARTMENTAL	132.50
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	54.65
	6/28/13	FREIGHT	LIQUOR	O-SOURCE MISC	1.65
				TOTAL:	4,454.46
WORTHINGTON EXCAVATING INC	6/28/13	STREET SWEEPINGS TO LANDFI	GENERAL FUND	STORM DAMAGE (FEMA)	976.25
				TOTAL:	976.25
WORTHINGTON FIRE DEPT RELIEF ASSOC	6/28/13	1ST HALF TAX SETTLEMENT 20	GENERAL FUND	FIRE ADMINISTRATION	21,152.54
				TOTAL:	21,152.54

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====					
101		GENERAL FUND	24,971.30		
207		PD TASK FORCE	61.09		
229		RECREATION	5,745.84		
231		ECONOMIC DEV AUTHORITY	12,817.46		
346		PIR SERIES 2009C	450.00		
348		PIR SERIES 2012A	450.00		
419		TI DIST #7, REDEV AMEND 5	119,940.00		
425		OKABENA ESTATES	11,140.69		
432		EVENT CENTER/AUDITORIUM	36,532.14		
601		WATER	25,991.68		
602		MUNICIPAL WASTEWATER	5,994.34		
604		ELECTRIC	14,386.10		
609		LIQUOR	116,186.64		
614		MEMORIAL AUDITORIUM	646.20		
702		DATA PROCESSING	116.40		
703		SAFETY PROMO/LOSS CTRL	3,129.30		

GRAND TOTAL:			378,559.18		

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACLARA POWER-LINE SYSTEMS INC	7/05/13	BASE SUPPORT MAINTENANCE	ELECTRIC	CUSTOMER INSTALL EXPEN	4,247.50
	7/05/13	TNS METER OVERAGE	ELECTRIC	CUSTOMER INSTALL EXPEN	650.00
	7/05/13	BASE SUPPORT MAINTENANCE	ELECTRIC	ACCTS-METER READING	4,247.50
	7/05/13	TNS METER OVERAGE	ELECTRIC	ACCTS-METER READING	650.00
				TOTAL:	9,795.00
BELTLINE AUTOMOTIVE	7/05/13	SERVICE #102	ELECTRIC	O-DISTR SUPER & ENG	40.70
				TOTAL:	40.70
BERTHOLD ELECTRIC POWER SERVICES	7/05/13	MAINTENANCE ON 7 K-LINE BR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	4,665.00
				TOTAL:	4,665.00
BRAUN LAWCARE & LANDSCAPING	7/05/13	MOW 1321 5TH AVE	GENERAL FUND	CODE ENFORCEMENT	70.00
	7/05/13	CLEANUP YARD AT 301 W OXFO	GENERAL FUND	CODE ENFORCEMENT	675.00
				TOTAL:	745.00
C&S CHEMICALS INC	7/05/13	4,191 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,218.19
				TOTAL:	5,218.19
CHAMBER OF COMMERCE	7/05/13	LODGING TAX-MAY	TOURISM PROMOTION	LODGING TAX/TOURISM	13,721.71
				TOTAL:	13,721.71
CIVIC SYSTEMS LLC	7/05/13	SEMI-ANNUAL SUPPORT FEES	WATER	ACCTS-RECORDS & COLLEC	1,232.50
	7/05/13	SEMI-ANNUAL SUPPORT FEES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	1,232.50
	7/05/13	SEMI-ANNUAL SUPPORT FEES	ELECTRIC	ACCTS-RECORDS & COLLEC	2,465.00
				TOTAL:	4,930.00
CREDIT BUREAU OF NEW ULM	7/05/13	EMPLOYMENT CREDIT REPORT	GENERAL FUND	POLICE ADMINISTRATION	35.00
				TOTAL:	35.00
CROSSROADS	7/05/13	ICE STORM THANK YOU ADS	ELECTRIC	ACCTS-INFO & INSTR ADV	386.61
				TOTAL:	386.61
DAKOTA SUPPLY GROUP INC	7/05/13	6" VALVE FOR INVENTORY	WATER	O-DIST UNDERGRND LINES	726.44
	7/05/13	TRANSMISSION LINE SUPPLIES	WATER	M-SOURCE WELLS & SPRNG	2,281.02
	7/05/13	DIFF 6" TO 8" VALVE '13 PA	WATER	PROJECT #3	326.26
				TOTAL:	3,333.72
DANS ELECTRIC INC	7/05/13	DREDGE BLDG REPAIR-ICE STO	GENERAL FUND	STORM DAMAGE (FEMA)	182.90
	7/05/13	DREDGE BLDG REPAIR-ICE STO	GENERAL FUND	STORM DAMAGE (FEMA)	114.00
	7/05/13	CH POWER FACTOR CAPACITER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	263.36
	7/05/13	CH POWER FACTOR CAPACITER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	114.00
				TOTAL:	674.26
DAVIS TYPEWRITER CO INC	7/05/13	SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	7.62
	7/05/13	SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	7.61
	7/05/13	SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	15.24
				TOTAL:	30.47
DEPUTY REGISTER #33	7/05/13	TITLE 2013 TRAILER	ELECTRIC	FA MACHINERY & EQUIP	35.75
				TOTAL:	35.75
ECHO GROUP INC	7/05/13	PVC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	2.89
	7/05/13	PVC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	28.33
	7/05/13	PVC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	8.65
	7/05/13	PVC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	1.60

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7/05/13	ST LIGHT FUSES	ELECTRIC	FA DISTR ST LITE & SIG	102.71
	7/05/13	ST LIGHT GROUND WIRE	ELECTRIC	FA DISTR ST LITE & SIG	399.37
	7/05/13	AIRPORT LEASED HANGAR	AIRPORT	O-GEN MISC	24.11
				TOTAL:	567.66
FASTENAL COMPANY	7/05/13	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	68.17
				TOTAL:	68.17
FRONTIER COMMUNICATIONS	7/05/13	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	57.76
	7/05/13	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	356.52
	7/05/13	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	184.39
	7/05/13	PHONE SERVICE	GENERAL FUND	ACCOUNTING	71.49
	7/05/13	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	205.18
	7/05/13	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	136.52
	7/05/13	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	25.06
	7/05/13	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	209.31
	7/05/13	PHONE SERVICE	GENERAL FUND	PAVED STREETS	122.20
	7/05/13	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	240.85
	7/05/13	PHONE SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	146.93
	7/05/13	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	81.75
	7/05/13	PHONE SERVICE	RECREATION	PARK AREAS	158.24
	7/05/13	FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	69.29
	7/05/13	PHONE SERVICE	LIQUOR	O-GEN MISC	164.31
	7/05/13	PHONE SERVICE	AIRPORT	O-GEN MISC	86.25
	7/05/13	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	64.56
	7/05/13	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	126.31
	7/05/13	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	23.95
				TOTAL:	2,530.87
GAUL TIMOTHY E	7/05/13	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	36.00
	7/05/13	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	59.00
				TOTAL:	95.00
GCC -CONSOLIDATED READY MIX INC	7/05/13	STREET LIGHT BASES-BIKE PA	ELECTRIC	FA DISTR ST LITE & SIG	700.03
				TOTAL:	700.03
GOPHER STATE ONE CALL INC	7/05/13	MONTHLY LOCATE SERVICE	WATER	O-DISTR MISC	56.99
	7/05/13	MONTHLY LOCATE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	56.98
	7/05/13	MONTHLY LOCATE SERVICE	ELECTRIC	O-DISTR MISC	113.98
				TOTAL:	227.95
HAIN SCOTT	7/05/13	REIMBURSE	WATER	O-SOURCE WELLS & SPRNG	371.77
	7/05/13	REIMBURSE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	32.26
	7/05/13	REIMBURSE	ELECTRIC	ADMIN OFFICE SUPPLIES	188.99
				TOTAL:	593.02
HD SUPPLY WATERWORKS	7/05/13	GASKET, PARTS	RECREATION	GOLF COURSE-GREEN	39.80
				TOTAL:	39.80
IDE2S	7/05/13	INK CARTRIDGES	GENERAL FUND	SECURITY CENTER	134.63
	7/05/13	INK CARTRIDGES	GENERAL FUND	SECURITY CENTER	134.64
				TOTAL:	269.27
JACKS UNIFORMS & EQUIPMENT	7/05/13	NEW OFFICER UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	227.79
				TOTAL:	227.79

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JAYCOX IMPLEMENT INC	7/05/13	GRAPPLE RENTAL JUNE-ICE ST	GENERAL FUND	STORM DAMAGE (FEMA)	534.38
				TOTAL:	534.38
KNOLOGY	7/05/13	BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	70.62
				TOTAL:	70.62
LAW ENFORCEMENT LABOR SERVICES INC #27	7/05/13	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	180.00
				TOTAL:	180.00
LINCOLN-PIPESTONE RURAL WATER SYSTEM	7/05/13	JUNE 2013 WATER PURCHASES	WATER	O-SOURCE MISC	36,207.87
				TOTAL:	36,207.87
LOCATORS & SUPPLIES INC	7/05/13	STREET LIGHT POLE NUMBERS	ELECTRIC	M-DISTR ST LITE & SIG	386.87
				TOTAL:	386.87
MINNESOTA MUNICIPAL UTILITIES ASSOC	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	ADMINISTRATION	163.02
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	ENGINEERING ADMIN	298.88
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	ECONOMIC DEVELOPMENT	135.85
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	POLICE ADMINISTRATION	1,684.59
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	FIRE ADMINISTRATION	1,956.30
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	PAVED STREETS	54.34
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	PAVED STREETS	326.05
	7/05/13	OSHA SAFETY PROGRAM	GENERAL FUND	CODE ENFORCEMENT	54.34
	7/05/13	OSHA SAFETY PROGRAM	RECREATION	GOLF COURSE-GREEN	54.34
	7/05/13	OSHA SAFETY PROGRAM	RECREATION	PARK AREAS	217.37
	7/05/13	3RD QTR OSHA SAFETY SERVIC	WATER	O-DISTR MISC	1,234.97
	7/05/13	3RD QTR OSHA SAFETY SERVIC	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	636.19
	7/05/13	3RD QTR OSHA SAFETY SERVIC	MUNICIPAL WASTEWAT	O-PURIFY MISC	636.19
	7/05/13	3RD QTR OSHA SAFETY SERVIC	ELECTRIC	O-DISTR MISC	1,234.97
	7/05/13	2013 DUES	ELECTRIC	ADMIN MISC	6,053.75
	7/05/13	OSHA SAFETY PROGRAM	LIQUOR	O-GEN MISC	163.02
	7/05/13	OSHA SAFETY PROGRAM	DATA PROCESSING	DATA PROCESSING	217.37
				TOTAL:	15,121.54
MINNESOTA POLLUTION CONTROL	7/05/13	CLASS "D" WASTEWATER LICEN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	45.00
				TOTAL:	45.00
MISCELLANEOUS V DAVIS ETTA P	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	51.89
DAVIS ETTA P	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.12
DOROSE HANGATUE G	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	94.84
DOROSE HANGATUE G	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.11
EASTERDAY ROBIN H	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	7.68
EASTERDAY ROBIN H	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.03
EASTERDAY ROBIN H	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
EASTERDAY ROBIN H	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.07
ELABEDI ALI	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	23.44
ELABEDI ALI	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.07
ELSING SHAWN	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
FARAGHER GLEN	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
FLORA VICTOR OR	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
KINLEY JOE	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
KUCKER LAMONT	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
LUPTON TAYLOR W	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	47.46
LUPTON TAYLOR W	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.11
MALIA FRANKLIN B	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	16.93
MALIA FRANKLIN B	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MOO LAWNAR	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
OLSEN DEBRA OR PAUL	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
OTHOW AKELO	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	42.67
OTHOW AKELO	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
RAMOS BARTOLOME	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	1.05
RAMOS BARTOLOME	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.04
RAMOS BARTOLOME	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
RAMOS BARTOLOME	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
SCHAAP RON	7/05/13	REFUND OF CREDITS-ACCTS FI	GENERAL FUND	NON-DEPARTMENTAL	2.53
SCHAAP RON	7/05/13	REFUND OF CREDITS-ACCTS FI	GARBAGE COLLECTION	NON-DEPARTMENTAL	17.96
SCHETTTLER PHYLLIS	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
SIETSEMA DOROTHY	7/05/13	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
WEG JAMIE R	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	11.93
WEG JAMIE R	7/05/13	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.04
WEG JAMIE R	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
WEG JAMIE R	7/05/13	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
				TOTAL:	844.36
MN CHILD SUPPORT PAYMENT CTR	7/05/13	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	109.36
	7/05/13	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	403.82
MORRIS ELECTRONICS INC	7/05/13	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	13.13
	7/05/13	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	115.63
	7/05/13	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	13.12
	7/05/13	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	115.62
	7/05/13	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	26.25
	7/05/13	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	231.25
				TOTAL:	515.00
MTI DISTRIBUTING INC	7/05/13	LEVER	RECREATION	GOLF COURSE-GREEN	68.31
	7/05/13	PARTS FOR TORO 4100'S	RECREATION	PARK AREAS	156.99
				TOTAL:	225.30
NALCO COMPANY	7/05/13	2,000 LBS PHOSPHATE	WATER	O-PURIFY	3,974.88
				TOTAL:	3,974.88
NOBLES COUNTY AUDITOR/TREASURER	7/05/13	SOLID WASTE APRIL	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,292.00
				TOTAL:	7,292.00
NOBLES COUNTY IMPLEMENT	7/05/13	HYDRAULIC OIL-MOWER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	41.73
				TOTAL:	41.73
NOBLES COUNTY LANDFILL	7/05/13	OLSON PARK DISPOSAL	RECREATION	OLSON PARK CAMPGROUND	64.75
				TOTAL:	64.75
NOBLES COUNTY RECORDER	7/05/13	RECORD PUBLIC UTILITY EASE	ELECTRIC	FA DISTR POLES TOWERS	46.00
				TOTAL:	46.00
OFFICE SYSTEMS CO	7/05/13	CANON COPIER SERVICE	GENERAL FUND	SECURITY CENTER	74.84
	7/05/13	CANON COPIER SERVICE	GENERAL FUND	SECURITY CENTER	74.84
				TOTAL:	149.68
OXFORD AUTOMOTIVE EXTERIORS	7/05/13	INSTALL HOOD VENTS	GENERAL FUND	POLICE ADMINISTRATION	156.00
	7/05/13	REPLACE WINDSHIELD-ICE STO	GENERAL FUND	STORM DAMAGE (FEMA)	72.00
	7/05/13	REPLACE WINDSHIELD-ICE STO	GENERAL FUND	STORM DAMAGE (FEMA)	58.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	286.00
POWERPLAN	7/05/13	T-HANDLE	ELECTRIC	FA MACHINERY & EQUIP	52.21
				TOTAL:	52.21
RACOM CORP	7/05/13	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	455.29
	7/05/13	5100 ES PORTABLE	GENERAL FUND	POLICE ADMINISTRATION	117.03
	7/05/13	5100 ES PORTABLE	GENERAL FUND	POLICE ADMINISTRATION	176.00
	7/05/13	EQUIP UNIT 37	GENERAL FUND	POLICE ADMINISTRATION	1,166.50
				TOTAL:	1,914.82
RDO EQUIPMENT CO - POWERPLAN	7/05/13	VACCUUM EXCAVATOR	ELECTRIC	FA MACHINERY & EQUIP	49,368.72
				TOTAL:	49,368.72
RUNNINGS SUPPLY INC-ACCT#9502440	7/05/13	SUBSTATION SPRAYER	ELECTRIC	O-DISTR STATION EXPENS	53.43
	7/05/13	SUBSTATION SPRAY	ELECTRIC	O-DISTR STATION EXPENS	96.17
				TOTAL:	149.60
SCHAAP SANITATION INC	7/05/13	TRASH PICKUP	GENERAL FUND	TRASH PICKUP	35,784.84
	7/05/13	SOLID WASTE MAY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	62,729.30
	7/05/13	SOLID WASTE MAY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	12,758.85
	7/05/13	SOLID WASTE MAY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	417.61
	7/05/13	SOLID WASTE MAY	GARBAGE COLLECTION	CODE ENFORCEMENT	4,107.55
				TOTAL:	114,962.93
SERVOCAL INSTRUMENTS INC	7/05/13	RECORDER PENS FOR PH CHART	MUNICIPAL WASTEWAT	O-PURIFY MISC	73.43
				TOTAL:	73.43
STUART C IRBY CO	7/05/13	FR CLOTHING	ELECTRIC	O-DISTR MISC	87.06
	7/05/13	FR CLOTHING	ELECTRIC	O-DISTR MISC	210.06
	7/05/13	15KV SWITCH PARTS	ELECTRIC	M-DISTR UNDERGRND LINE	2,404.69
				TOTAL:	2,701.81
VANTAGEPOINT TRANSFER AGENTS-457	7/05/13	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	7/05/13	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
VIRGIL VEEN	7/05/13	OIL CHANGES, SERVICE	GENERAL FUND	POLICE ADMINISTRATION	348.00
				TOTAL:	348.00
VERIZON WIRELESS	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	46.88
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	ADMINISTRATION	63.22
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	65.96
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	32.98
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	613.09
	7/05/13	DATA CARDS	GENERAL FUND	POLICE ADMINISTRATION	364.28
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	59.33
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	59.34
	7/05/13	DATA CARDS	GENERAL FUND	SECURITY CENTER	286.22
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	PAVED STREETS	71.30
	7/05/13	WIRELESS PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	52.67
	7/05/13	WIRELESS PHONE SERVICE	RECREATION	PARK AREAS	38.32
	7/05/13	WIRELESS PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	32.98
	7/05/13	WIRELESS PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	32.98
				TOTAL:	1,819.55

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WEST GOVERNMENT SERVICES	7/05/13	MAY CLEAR	GENERAL FUND	SECURITY CENTER	69.92
	7/05/13	MAY CLEAR	GENERAL FUND	SECURITY CENTER	<u>69.92</u>
				TOTAL:	139.84
YMCA	7/05/13	CAL CENTER MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,669.35
	7/05/13	CAL CENTER MANAGEMENT-GRAN	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>1,106.46</u>
				TOTAL:	2,775.81

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

101	GENERAL FUND	52,320.48
229	RECREATION	1,059.78
231	ECONOMIC DEV AUTHORITY	139.91
601	WATER	46,864.31
602	MUNICIPAL WASTEWATER	13,151.18
604	ELECTRIC	75,407.55
609	LIQUOR	327.33
612	AIRPORT	110.36
614	MEMORIAL AUDITORIUM	97.54
702	DATA PROCESSING	367.63
873	GARBAGE COLLECTION	79,196.05
878	WASTE MANAGEMENT COLL	7,292.00
882	TOURISM PROMOTION	13,721.71

 GRAND TOTAL: 290,055.83
