

WORTHINGTON CITY COUNCIL

AGENDA

**7:00 P.M. - Monday, August 27, 2012
City Hall Council Chambers**

- A. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. PUBLIC HEARING - 2010 SMALL CITIES DEVELOPMENT PROGRAM GRANT - COMMUNITY DEVELOPMENT CASE ITEM 1 (GRAY)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- D. AGENDA ADDITIONS/CHANGES AND CLOSURE**
 - 1. Additions/Changes
 - 2. Closure
- E. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Regular Meeting August 13, 2012
 - b. City Council Minutes of Special Meeting August 17, 2012
 - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting August 20, 2012
 - b. Park and Recreation Advisory Board Minutes of August 21, 2012
 - 3. a. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)
Case Item
 - 1. Accept Park Bench Donation

b. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item

1. Approve Storm Water Utility Credit
4. **BILLS PAYABLE**

PLEASE NOTE: All utility expenditures are listed as 601,602,and 604, and are approved by the Water and Light Commission

F. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Amend City Code Chapter 93 - First Reading Proposed Ordinance

G. CITY COUNCIL BUSINESS - ENGINEERING(BLUE)

Case Items

1. TH 59 North Initial Infrastructure Improvements

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

Case Items

2. Award Contracts for Construction of the Event Center
3. Change Order #5 to Bioscience Training and Testing Center Project (A.K.A. - Biotechnology Advancement Center)
4. Change Order #2 to Former YMCA Demolition Contract
5. Change Order #2 - Worthington Center (YMCA)
6. Award Contract - Southwest Building Specialists

I. COUNCIL COMMITTEE REPORTS

Worthington City Council Agenda

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

J. CITY ADMINISTRATOR REPORT

K. ADJOURNMENT

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

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

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

Others present: Julie Buntjer, Daily Globe; Verlin and Brenda Ostrem; Tom Steffl; Mick Eggers; Lori Gunnink; Steve Johnson; Bruce Viessman; Andy Johnson; Glenn Thuringer; members of the Worthington FC Youth 15 Soccer Team.

The Pledge of Allegiance was recited.

SOCCER TEAM RECOGNIZED

Andy Johnson, YMCA, introduced the Worthington FC Youth 15 Soccer Team, along with their coaches. Members introduced themselves and noted what position they play on the team. Mr. Johnson noted the team had all wins or ties with no losses, and won the State Championship July 25, 2012. Council congratulated the team on their achievement.

AGENDA APPROVED WITH ADDITION

Staff noted the addition of item D.4.a.7. to the consent agenda - *Application for Temporary On-Sale Beer License - Worthington Fire Department*.

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to approve the agenda with the addition.

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting July 23, 2012
- Minutes of Boards and Commissions - Water and Light Commission Minutes of Regular Meeting, July 23, 2012 and August 6, 2012; Worthington Area Convention & Visitors Bureau Board of Directors Minutes of June 11, 2012; Worthington Housing and Redevelopment Authority Board of Commissioners Minutes of July 12, 2012; Airport Advisory Board Minutes of July 24, 2012; Traffic and Safety Committee Minutes of August 1, 2012; Planning Commission /Board of Appeals Minutes of August 7, 2012; Worthington Economic Development Authority Minutes of July 23, 2012
- Municipal Liquor Store Income Statement for the period January 1, 2012 through July 31,

2012

- Exemption from Lawful Gambling Permit - Tomorrow's Turkeys to conduct raffles on September 22, 2012 at the Elks Lodge, 1105 Second Avenue
- Application from the Worthington Area Chamber of Commerce Retail Committee to block 10th Street from Second Avenue to Fifth Avenue on Tuesday, August 14, 2012 for their Shop Local/Cruise-In event
- Application to Block Street and Parade Permit from King Turkey Day, Inc. for the 2012 Annual King Turkey Day event as follows:
 - Saturday, Sept. 15, 2012 -
 - 10:00 a.m. to 10:00 p.m. - 3rd Avenue from 9th Street to 10th Street
 - 7:00 a.m. to 11:00 a.m. - 11th Street between 2nd and 3rd Avenue
 - 6:00 a.m. to 5:00 p.m. - designated parade route
- Applications for temporary on-sale beer license - King Turkey Day, Inc.:
 - King turkey Day Mixer:
 - 5:00 p.m. to 9:00 p.m., Monday, Sept 10, 2012, Pioneer Village
 - King Turkey Beer Garden:
 - 4:00 p.m. to 11:00 p.m. Friday, Sept. 14, 2012, Sheep and Poultry Barn, Nobles County Fairgrounds
 - 1:00 p.m. to 11:59 p.m. Saturday, Sept. 15, 2012, Sheep and Poultry Barn, Nobles County Fairgrounds
 - 5:00 p.m. to 11:59 p.m. Saturday, Sept. 15, 2012, Worthington Arena Nobles County Fairgrounds (Hairball Concert)
- Application for temporary on-sale beer license - Worthington VFW and Elks Lodge 2287
 - 2:00 p.m. to 11:00 p.m. Saturday, Sept. 15, 2012, jointly owned parking lot on Second Avenue
- Application for temporary on-sale liquor license - Worthington Country Club
 - August 31 through September 3, 2012 for their annual Labor Day Tournament
- Approved annual lease rate for Hangar 5 of \$2,000 to be pro-rated per month for remainder of 2012
- Approved Traffic and Safety Committee recommendations:
 - Placement of stop signs on east TH 60 frontage road at Ryan's Road intersection
 - Removal of "No U Turn" sign at Milton Avenue and Oxford Street
 - Removal of stop sign on Tenth Street at First Avenue
- Bills payable and totaling \$816,840.97 be ordered paid

INTRODUCTION AND UPDATE - SANFORD MEDICAL CENTER WORTHINGTON

Mike Hammer, CEO Sanford Medical Center Worthington, introduced himself to Council and provided an update on what had occurred with the facility over the past couple of years. Mr. Hammer's presentation included a power point display that included observations, successes, and

challenges, including electronic patient records and failing hospital infrastructure. Council thanked Mr. Hammer for the update.

SPECIAL USE PERMIT APPROVED - SOUTHWEST MINNESOTA OPPORTUNITY COUNCIL (Mayor Oberloh took Item G.1. out of order to accommodate those in attendance at the meeting for the item.)

Southwest Minnesota Opportunity Council was seeking a special use permit for the property owned by Verlin Ostrem at 713/715 Tenth Street to operate a child care facility (Head Start). The property is zoned as "R-4" District, and child care facilities are permitted in that classification. The property is legally described as follows:

Southeast 50 feet of Lots 11 & 12, Block 29, Plat of Worthington, Nobles County,, City of Worthington, Minnesota

The Planning Commission considered the application at its August 7, 2012 meeting and were unanimously recommending Council approval with the following conditions:

1. The applicant complies with the outdoor trash facilities requirements; and
2. The issuance of a variance for off-street parking (which was approved by the Board of Zoning Appeals on August 7th).

The motion was made by Alderman Woll, seconded by Alderman Wood and unanimously carried to approve the special use permit for 713/715 Tenth Street.

BIOVERSE OPTION TO PURCHASE APPROVED

Council considered a request from Bioverse for an option to purchase property in the Worthington BioScience Industrial Park Addition. The agreement has been amended to now include Lot 14, along with the original Lots 15 and 16, after concerns arose that Lots 15 and 16 would not be large enough to accommodate their future building, which is planned to be 20,000 square feet with a future expansion of 9,600 feet.

Staff was also requesting that Council establish the sales price for the property. Historically, the City transactions have been for approximately \$25,000 an acre while the break-even point within the BioScience Park is approximately \$50,000 an acre. Of the 4.12 acres under consideration, 38% is in the airport's Approach Zone, which does not allow for the construction of any buildings as a protection of the runway approach area. Craig Clark, City Administrator, noted that staff's opinion is that market value is somewhere between the two numbers, and was suggesting \$35,000 an acre.

The motion was made by Alderman Wood, seconded by Alderman Ten Haken and unanimously carried to approve the Bioverse Option to Purchase, to include Lots 14, 15 and 16, to set the purchase price at \$35,000 per acre, and to authorize the Mayor to execute the document.

A real estate appraisal will be obtained with the establishment of the remainder of the bioscience park.

CITY REPRESENTATIVE TO CUERO, TEXAS FOR TURKEY FEST AUTHORIZED

The Worthington Area Chamber of Commerce is in the process of making travel arrangements to Cuero, Texas for Turkeyfest, which is scheduled October 12th - 14th. Mayor Oberloh asked Council for availability to officially represent the City at that festival. Alderman Ten Haken noted he would check his schedule.

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to authorize a City Council member (yet to be named) to represent the City of Worthington at Turkeyfest in Cuero, Texas, and to reimburse him for his expenses.

EXTENSION OF AGREEMENT WITH EMC FOR OPERATION OF THE INDUSTRIAL WASTEWATER TREATMENT FACILITY APPROVED

The current contract with Environmental Management Corporation (EMC) for operation of the Industrial Wastewater Treatment Facility expires on December 31, 2012 unless extended by the City with not less than 90 days notice. The agreement was amended in 2011 to reflect new requirements in the facilities NPDES discharge permit, and establishes the scope of services to be provided and the fees to be paid by the City.

The motion was made by Alderman Woll, seconded by Alderman Wood and unanimously carried to authorize extension of the contract with EMC for operation of the Industrial Wastewater Treatment Facility, for an additional three-year term.

AIRPORT LEASE AGREEMENT FOR AERIAL POWER LINE APPROVED

The Worthington Public Utilities overhead power line interconnect between the Rowe Avenue substation and the substation located east of TH 60 west of Joosten Road includes an alignment immediately north of Interstate 90 through airport property. The property within the proposed lease has recently been rezoned from Airport Safety Zone A, which prohibits such above ground structures, to Safety Zone B. The proposed power line lease between the City of Worthington and Worthington Public Utilities includes several provisions protecting airport safety and operations and preserving the use of the property for airport purposes. The 50 year lease payment is based on the damages paid for the other agricultural properties affected by the project, but does not include any

payment for crop damages which Worthington Public Utilities is to make directly to the party having a farm lease. The Water and Light Commission approved the lease at their August 6, 2012 meeting.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the lease and authorize the Mayor and Clerk to execute the document.

TASK ORDER #12 FOR PROFESSIONAL SERVICES FOR CONSTRUCTION PHASE FOR APRON A RECONSTRUCTION PROJECT APPROVED

Staff negotiated the proposed task order with Mead and Hunt for the construction phase of the Apron A Reconstruction project. The scope of services includes resident inspection, contract administration, and close out services. The total proposed fee for the construction phase services is \$77,746.25, and of the total, \$56,091 will be billed based on actual time and expenses with the remainder being fixed fees. The engineering services will be eligible for 90% FAA funding.

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve Task Order #12 with Mead and Hunt for professional services for the construction phase of the Apron A Reconstruction project.

STORM WATER POND AGREEMENT APPROVED - MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE

Minnesota West Community and Technical College is constructing a storm water pond on their campus that will not only serve the campus but provide treatment of runoff from a larger watershed. With the CSAH 10 grading and bikeway projects, an increased drainage change will result in additional runoff from the Middle School site being routed along CSAH 10 south to the college campus rather than through the Country Club and Cherry Point Park subdivision. The college was seeking an agreement between the State, Nobles County, Okabena Ocheda Watershed District and the City that defines the responsibilities of each party in regard to the pond. The City's obligations include continued maintenance of the West Shore Drive culvert and perpetuation of its capacity and administration of its storm water regulations. The City also agrees to hold the State harmless for damage to West Shore Drive. The agreement was reviewed by staff and the City Attorney, and was approved by the County and Watershed.

Aside from the agreement, the College was requesting participation in the funding of additional costs associated with providing a regional pond over their original college pond plans. Estimated cost based on bids received was \$196,701, excluding excavation costs which are included in the County's project. The college had budgeted \$100,000 for their original project, the Olson Trust Fund committed \$25,000 and the Okabena Ocheda Watershed District has committed \$10,000, leaving a shortage of \$61,701. Staff was proposing a City participation level of \$25,000. A breakdown of the distribution of the watershed area showed 29.2% was in the current city limits. Engineering fees

The motion was made by Alderman Wood, seconded by Alderman Nelson and unanimously carried to approve the storm water pond agreement including the City's responsibility for use, care and maintenance, and to contribute \$31,000 from the hospital sale proceeds.

AWARD OF CONTRACTS FOR CONSTRUCTION OF EVENT CENTER RESCHEDULED

Bids were received at 2:00 p.m. on Friday, August 10, 2012 for the following 17 schedules of construction work on the new Event Center:

Landscaping; Cast-in-Place Concrete Building & Dumpsters; Precast Concrete Panels; Masonry; Steel Supply & Installation; General Carpentry; Roofing and Sheet Metal; Window, Doors and Glazing; Drywall/Metal Stud Framing/Acoustical Ceilings; EIFS; Resilient Flooring/Carpet/Tile; Painting; Folding Panel Partitions; Fire Suppression; Plumbing & Piping; HVAC; and Electrical/Fire Alarm

Brad Chapulis, Director of Community/Economic Development, presented a letter from Consolidated Construction Company (CCC), Construction Manager for the project, which stated they were looking for Council to award Bid Package Two, which includes Bid Scope 3 (Precast Concrete Panels) and Bid Scope 5 (Steel Supply and Install) as they are time critical bids for keeping the project on schedule. CCC will continue to evaluate the remaining bids, which will be presented to Council for award at the August 27, 2012 Council meeting. The following bids were received for Bid Package Two:

Bid Scope 3 - Precast Concrete Panels

Fabcon Precast, LLC	\$161,157.00
Wells Concrete	\$211,101.00

Bid Scope 5 - Steel Supply and Install

New Metal Fabricating	\$218,776.00
Feagan Construction	\$244,450.00
Thurn Beck Steel Fab	\$179,080.00
Larson Contracting	\$213,606.00
Gil Haugen Construction	\$212,500.00

CCC was recommending that Council award the bid for Bid Scope 3 - Precast Concrete Panels to Fabcon Precast, LLC as the low qualified bidder in the amount of \$161,157.00, and to award the bid for Bid Scope 5 - Steel Supply and Install to Gil Haugen Construction, Inc. as the low qualified bidder in the amount of \$212,500.00

Mayor Oberloh questioned the large disparity between the bids received for the precast concrete panels, asking if the quality was the same. Following discussion on the information presented, Council determined to delay award of the bids for Bid Package Two until the Special City Council

meeting scheduled for 7:00 a.m. on Friday, August 17th to allow staff to obtain additional information.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - nothing to report.

Alderman Ten Haken - Will be attending HRA meeting this week - they received 32 applications for the Executive Director position. The HRA is proceeding ahead with 36 units that the HRA will own on the previous Gilt Edge development site. The Housing Partnership will be the construction agent and Council will probably see something on it in the near future. Mayor Oberloh questioned the attendance of the HRA Board as noted in their minutes, noting that Alderman Wood needs to be replaced as the Council liaison to that Committee.

The motion was made by Alderman Wood, seconded by Alderman Woll and unanimously carried to appoint Scott Nelson to the HRA Board to replace Ron Wood.

Alderman Kuhle - Fly-in at the airport is scheduled for August 25th as a benefit to Proclaim Aviation Ministries, including a send off for Jon Armstrong and his wife, who will be going to South America on a mission trip.

Alderman Nelson - nothing to report.

Alderman Wood - Joint Transportation Committee met - MnDOT is going to be changing the way things are funded. Looks like there will be four counties working together on a grant that will allow them to work across county lines.

Alderman Woll - the Auditorium is moving forward with the plan to provide very minimal liquor services at the Auditorium for a handful of events each year. The Senior Committee is trying to change the name of the center, and the working title is The Center for Active Living.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, reported the Sports Authority Committee has developed a survey that will go out. Mr. Clark also wanted to thank all those who attended the Night to Unite and reminded Council of the scheduled budget meetings set for August 17th and August 29th. Members of the CGMC were in town for a meeting - Mayor Oberloh did a good job along with Mayor Coleman from St. Paul. Also noted that the open house for the new fire station is scheduled for August 25th.

ADJOURNMENT

The motion was made by Alderman Woll, seconded by Alderman Wood and unanimously carried to adjourn the meeting at 8:57 p.m.

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING, AUGUST 17, 2012**

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

Staff present: Craig Clark, City Administrator; Brian Kolander, Finance Director; Mike Cumiskey, Public Safety Director; Chris Dybevick, Police Captain; Brad Chapulis, Director of Community/Economic Development; Janice Oberloh, City Clerk.

Others present: Justine Wettschreck, RadioWorks; Pat Shorter, Chris Cummings, and Dan Reese, Worthington Fire Department.

**BID PACKAGE TWO - TIME CRITICAL BIDS AWARDED FOR WORTHINGTON
EVENT CENTER**

Bids for 17 scopes of work were received August 10, 2012 for the Worthington Event Center. Of those, Consolidated Construction Company (CCC), Construction Manager for the project, was recommending immediate award of Bid Package Two (Bid Scope 3 -Precast Concrete Panels) and Bid Scope 5 (Steel Supply and Install), as they were time critical in keeping the project on schedule. Staff presented the following bids for Bid Package Two to Council at their regular meeting on August 13, 2012:

Bid Scope 3 - Precast Concrete Panels

Fabcon Precast, LLC	\$161,157.00
Wells Concrete	\$211,101.00

Bid Scope 5 - Steel Supply and Install

New Metal Fabricating	\$218,776.00
Feagan Construction	\$244,450.00
Thurn Beck Steel Fab	\$179,080.00 (Supply Only)
Larson Contracting	\$213,606.00
Gil Haugan Construction	\$212,500.00

CCC had recommended award of the bid for Bid Scope 3 to Fabcon Precast, LLC as the low qualified bidder in the amount of \$161,157.00 and the award of the bid for Bid Scope 5 to Thurn Beck Steel. Questions arose regarding the bids received for Bid Package Two and Council voted to table action on the award until the special City Council meeting scheduled for August 17, 2012, to allow staff to obtain information.

Jim Perras, Project Director with CCC, was contacted via teleconference call during the meeting to confirm that the bids were evaluated and no irregularities were found. CCC was still recommending that Council award the bids to Fabcon and Gil Haugan Construction.

The motion was made by Alderman Wood, seconded by Alderman Kuhle and unanimously carried to award Bid Scope 3 to Fabcon Precast, LLC as the low qualified bidder in the amount of \$161,157.00 and Bid Scope 5 to Gil Haugan Construction, Inc. as the low qualified bidder in the amount of \$212,500.00, for the Worthington Event Center project.

BUDGET DISCUSSION

Public Safety - Fire Fighters Pat Shorter, Chris Cummings and Dan Reese were present at the meeting to discuss the replacement of the Fire Department's 1978 International pumper truck, which is in the ERS for this year. The Department does not currently have a tanker truck and uses the tanker truck belonging to the City's Public Works Department when necessary for in-town or rural fire services. The vehicle they would purchase would be a pumper/tanker, and the best price they could find was from Midwest Fire at \$182,000. Pat Shorter noted it was also a safety issue as the current truck has a rear dump on it with no extension, where the new vehicle would have side dumps. Estimated costs of additional equipment for the truck is \$40,000. Mr. Shorter also noted the Fire Department Relief Association will be looking for a discussion at some point in the future regarding an increase to their lump sum benefit.

Mike Cumiskey, Public Safety Director, noted the department squad vehicles are now rotated every four years instead of three, but they have moved to all-wheel drive. The department is looking at retiring one of the Canines at the end of 2013 but there is money in the reserve fund for her replacement. Craig Clark, City Administrator, noted the budget before Council today reflects an effective increase of about 4.45%.

Engineering - Dwayne Haffield, Director of Engineering, presented his proposed 2013 budget to Council, noting that he included an additional position that has been talked about in the past. Half of the salary for the position would be put to construction projects. Council requested estimated costs for the additional station and equipment for this position, and requested staff to investigate whether the position could be partnered with the County. Also discussed was the \$472,980 budgeted from reserves for the frontage road project in front of Graham Tire and the additional \$330,000 budgeted for overlays.

(Mayor Oberloh left the meeting at 9:53 a.m. to attend the Nobles County Board of Canvass/Primary tie breaker and returned at 10:16 a.m.)

Community/Economic Development - Brad Chapulis, Director of Community/Economic Development, noted he had also included funds for an additional person in his department for code enforcement and to bring the rental housing inspections and administration in-house. The position had been requested for several years but has been denied by Council. Mr. Chapulis noted the state inspections that were performed by the City's Building Inspector have now been pulled back to the state because they determined the Building Inspector was overloaded. A portion of the salary for the

the position could come from the rental inspections.

Council determined that the Council/Administrator/City Clerk/Finance Department budgets would be moved to the next special City Council Budget meeting scheduled for Wednesday, August 29th

ADJOURNMENT

The motion was made by Alderman Nelson, seconded by Alderman Wood and unanimously carried to adjourn the meeting at 10:56 a.m.

Janice Oberloh, MCMC
City Clerk

UNAPPROVED

**WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
AUGUST 20, 2012**

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

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Hoffmann, seconded by Commissioner Wood and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held August 6, 2012.

FINANCIAL STATEMENTS AND STAFF REPORTS

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

GENERAL MANAGER'S PERFORMANCE EVALUATION

A motion was made by Commissioner Wood, seconded by Commissioner Elsing and unanimously carried to close the meeting at 7:20 a.m. under Minnesota Statute 13D.05, Subdivision 3 (a) to discuss the results of the General Manager's annual performance evaluation.

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to end the executive session at 7:39 a.m.

Based upon the outcome of the annual performance evaluation, the Commissioners recommended a merit increase be awarded to the General Manager effective August 1, 2012, in accordance with the provisions of the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.

Commission members also requested that staff look into arranging a planning session in the near future to discuss the future of and set goals for Worthington Public Utilities.

DISCUSSION OF REVISIONS TO THE GENERAL MANAGER PERFORMANCE EVALUATION FORM

During the annual performance evaluation process for the General Manager, Commission members expressed an interest in making some revisions to the existing evaluation form. As a result of this request, Scott Hain, General Manager, provided the Commission with copies of the evaluation instruments used for the Missouri River Energy Services CEO and the Lewis and Clark Regional Water System Executive Director. Commission members will review these evaluation forms and further discussion on possible revisions to our existing evaluation form will be held at a future meeting.

UTILITY BILLS PAYABLE

A motion was made by Commissioner Wood, seconded by Commissioner Hoffmann and unanimously carried to approve the utility bills payable totaling \$82,808.83 for August 10 and August 17, 2012.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to adjourn the meeting at 8:04 A.M., DST. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

City of Worthington
Park and Recreation Advisory Board Minutes
7:00 a.m., Tuesday, August 21, 2012

The meeting was called to order at 7:00 a.m. by Sara Ricker in City Hall Council Chambers.

Members present: Shawn Fritz, Jacoba Nagel, Ken Jansen, Nick Raymo, Sara Ricker, Mike Woll
Members absent: None
Staff present: Jim Laffrenzen, Scott Rosenberg, Julie Haack
Others Present: Andy Johnson

Approval of Minutes

Mike Woll motioned to approve the minutes of the June 4, 2012 meeting. The motion was seconded by Jacoba Nagel and passed unanimously.

Review Proposed 2013 Operating Budget

Jim Laffrenzen reviewed the proposed 2013 Operating Budget. He noted that the youth program fees are now collected and kept by the YMCA, who is responsible for paying all of the expenses, that Olson Park had a good solid year, and the fee for the adult soccer field shows no increase due to the deterioration of the field.

Andy Johnson, representing the YMCA, reviewed enrollment numbers for the summer programs. The Fun and Adventure in the Park program has gotten positive parental feedback and many parents would like to run longer through the summer. Tennis and track are also strong programs, but the softball program continues to struggle. The Y is looking at different types of programs that would get more kids involved such as soccer. The 3 on 3 basketball league that the Y tried to organize did not have any teams sign up; other groups, such as the kids that play beach volleyball, are organizing on their own.

Other items were reviewed: The Centennial softball fields need to be reconstructed and irrigated but the \$45,000 expense has been removed from the 2013 budget. It will be included with 2014 budget if needed. The Parks Department has done some significant improvements to the fields. They look and drain better.

The \$5,000 promotional subsidy for the Beach Nook was also discussed. The current owners of the Beach Nook are responsible for cleaning the bathrooms and keeping trash picked up but, due to low revenue, will likely not open the Beach Nook next season. The Board discussed importance of the Beach Nook as a presence at the park and the cost of having Park Department personnel do the cleaning that the Beach Nook owners now do and determined that the promotional subsidy should be a part of the 2013 budget.

The Park Operations budget includes a minor wage increase for part time workers, a new laptop for the Park Supervisor, top dressing wood mulch for the playgrounds, and a water fountain at Centennial Park.

DRAFT

The remainder of the Hospital Impact money given to the Park Board, with a projected balance of \$78,173, will be used for the 7th Avenue/Lake Street trail and sidewalk.

A Sailboard Beach irrigation system that would pump water from the lake and would be funded from park reserves was discussed. The Park Department is currently hand watering the grass but can't get it established. The Board agreed that an irrigation system should be installed at Sailboard Beach.

The Centennial Park tennis courts need to be overlayed. The project would be funded with new levied monies. After discussion regarding the new tennis courts at the middle school, the amount of use the Centennial Park courts get, and their current condition, the Board decided to remove the overlay from the 2013 budget, but to review the item for possible inclusion in the 2014 budget.

Two mowers are scheduled to be replaced in 2013; however, if they are purchased yet this year, there would be a cost savings of more than \$25,000. The mowers do need to be replaced as they would need \$10,000 to \$12,000 worth of repairs to be functional next year. The money for the purchase is available in reserves now. The Board recommended purchasing two new mowers this year.

A Bobcat toolcat is needed due to the increased maintenance for the new trail included in the Highway 60 project. The toolcat is faster than the Park Department's existing equipment, is compatible with the skid loader's attachments, and can be used in the summer for flower maintenance. The oldest Cushman will be traded in. The Board recommended purchasing the Bobcat toolcat for \$47,000.

There are a couple of spots on 10th Street between 5th Avenue and 7th Avenue where trees need to be replaced and a couple of spots between 7th Avenue and 9th Avenue where the Hackberry trees have done too well and are already heaving the sidewalk. After discussion the Board decided to leave money in the budget for tree replacement but not to replace the trees in front of the Avera Clinic as it is unknown what will become of that property once the clinic moves to the new facility on Ryan's Road.

Jim Laffrenzen asked for questions regarding the budget. There were none. He noted that the parks budget impacts the tax levy in the amount of \$143,000, which is down from \$168,000 for 2012.

Park Supervisor's Report

Lawn mowing was limited this year and weed eating was only done twice in the parks. They have been painting shelters and wooden benches at many of the parks. The new playground equipment has been installed in Pleasant Park and Orchard Knoll Park. Trees have been trimmed in the parks, except for Bristol Park, Kelly Park, and Millard Walker Park. They will continue trimming until all of the parks have been done. They also plan to start fall spraying.

Other Business

Centennial Park Ball Diamonds

Andy Johnson was present to discuss the Park Ordinance that prohibits the softball and baseball fields from being used for any other sports. They have held an adult flag football program there for several seasons and would like to start a kick ball program. While the programs could be relocated, other locations do not have lighting, thus, the Ordinance, as written, basically prohibits night time adult programming. Jim Laffrenzen explained that the Ordinance would need to be amended if the Board determined that other uses would be acceptable. He consulted the City Attorney for potential wording and presented a proposed amendment.

The Board discussed uses other than baseball and softball. Kick ball would be an acceptable program as it follows the same pattern of use that softball and baseball do; however, adult flag football causes too much damage to the field for it to be permitted.

Mike Woll motioned to recommend approving the proposed amendment to the Park Ordinance as presented and approving the use of the ball diamonds for kick ball. The motion was seconded by Jacoba Nagel and passed unanimously.

Memorial Request

Friends of Mitchell Benson, former summer park employee, would like to install a plastic lumber bench from Bedford Technology at Pleasant Park in his memory. Space permitting, the bench would be inscribed "In loving memory of Mitchell "Benny" Benson donated by his many loving friends". The friends have covered the cost of the bench and the cement and City staff has donated after hours time to install the bench. Jacoba Nagel motioned to approval the memorial bench. The motion was seconded by Ken Jansen and passed unanimously.

Turkey Day Activities

There will be a volleyball tournament, a horseshoe tournament, and a disc golf tournament held in the parks during Turkey Day weekend. It was agreed to waive the fees for use of each facility. The Turkey Day Committee is providing insurance.

Former Outdoor Pool Site

Mike Woll suggested allowing the community garden to relocate to the former outdoor pool site may be an interesting use of a portion of that property. Jacoba Nagel reminded the Board that the intention for that property is a garden similar to the McCrory Gardens in Brookings SD. Sara Ricker stated that property is to be an attractive garden that would draw visitors. It has been her experience that community gardens are unattractive, rudimentary, and rough.

Ground Sidewalks

Mike Woll asked if heaving sidewalks could be ground. Jim Laffrenzen explained that is done as often as possible and homeowners who must replace sidewalk are aware of that option.

Next Meeting

The Board will be notified of the next meeting date.

Adjournment

With no other business before the Board, Sara Ricker adjourned the meeting.

Julie Haack
Secretary

PUBLIC WORKS MEMO

DATE: AUGUST 27, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. Accept Park Bench Donation

The Park and Recreation Advisory Board received a request from Kyle Hain to place a bench within Pleasant Park in memory of Mitchell Benson. The request and application are included as exhibit 1. The donation meets all the requirements as set forth in the Park Donation Policy adopted by City Council. The Park and Recreation Advisory Board recommends City Council accept the donation.

Motion: Move to accept a bench to be located within Pleasant Park in memory of Mitchell Benson as presented.

August 17, 2012

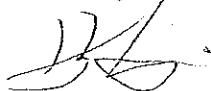
Dear Worthington City Council & Worthington Park Advisory Board,

On behalf of his many friends, I am requesting that you accept the donation of a new park bench in honor and memory of our late friend Mitchell Benson. We would like the bench to be placed in Pleasant Park, preferably in the area near the tennis courts and playground. Mitchell loved to play tennis there while spending a large part of his childhood living on Indian Hill Road less than ½ a block away. As a seasonal Park Department employee for two seasons, Mitchell also assisted in the placement of the new playground equipment in Pleasant Park earlier this summer. With the installation of new equipment and upgrades to the park, Pleasant will be seeing a rise in activity from both children and adults making it an ideal location for a new, high quality bench. Having worked three seasons for the Park Department myself, I've had the chance to discuss this with Scott Rosenberg who has indicated that the bench would be a welcome addition to Pleasant Park.

The bench will be manufactured by Bedford Technology and will be six feet long. It will bear the inscription, "In Loving Memory of Mitchell 'Benny' Benson. Donated By His Many Loving Friends." It will be a high quality bench requiring very minimal ongoing maintenance and will remain in good condition for several years. As stated in the City's Memorial Donation Policy, the donors will cover the full cost of materials for the project including the bench itself, concrete, etc. Public Works employees Scott Rosenberg, Dan Bruns, Keith Heidebrink, and Todd Wietzema have also offered to donate their expertise with installation of the bench and acquisition of materials outside of their normal working hours.

This donation will not only serve as a memorial to a great friend and coworker but will also be a useful addition to Pleasant Park, increasing the park's functional and aesthetic value. I thank you for the opportunity to make this donation possible and hope that through this we might be able to honor Mitchell Benson who for two summers worked his hardest to ensure that the parks of Worthington were worthy of respect and admiration.

Sincerely,



Kyle Hain

Exhibit J

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION
MEMORIAL DONATION APPLICATION

Name of Donor: Kyle Hain (along with several others)

Address of Donor: 1124 Smith Avenue, Worthington MN

Phone Number: Work: Home: Fax: 507-360-4451

Email: Kyle.Hain@jacks-sdstate.edu

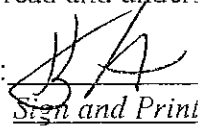
Description of Donation: A 6 foot memorial bench from
Bedford Tech in honor of our late friend & coworker,
Mitchell Benson.

Location of Donation: Pleasant Park

Wording for Memorial Acknowledgment (if any): In Loving memory of
Mitchell "Benny" Benson Donated by his many loving friends.

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor:  Kyle Hain Date: 8-14-12
Sign and Print Both

Donor: _____ Date: _____
Sign and Print Both

Exhibit 1a

PUBLIC WORKS MEMO

DATE: AUGUST 27, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING ACTION OR REVIEW

CASE ITEMS REQUIRING COUNCIL ACTION

1. AMEND CITY CODE CHAPTER 93

The current City Code, specifically section 93.15, Section (K), is very specific as to the type of sport activity which can be played on the City's athletic facilities.

The "Y" has requested to permit a adult kick ball league to play at the Centennial Softball Fields. As the current City Code is written, this is not permitted. Staff contacted City Attorney Mark Shepherd to seek advice on how permission may be granted if the City determined such an activity would not be harmful to the softball fields. His recommendation was to amend the current City Code to provide an avenue for the Park and Recreation Advisory Board to grant permission for such an activity. Included as exhibit 2, is the proposed amendment to the Section 93.15, section (K) of the City Code, highlighted as (K-6). The Park and Recreation Advisory Board considered the request at their August meeting and discussed the amendment as proposed by the City Attorney.

It was agreed to request City Council to amend the City Code as presented and upon approval of the amendment, to permit the "Y" to promote a fall adult kick ball league to be played on the Centennial Softball Fields. It was also noted the pickle ball, currently being played at Orchard Knoll Park tennis court, is technically a violation of the City Code

Suggested motion: Move to approve first reading to the City Code, specifically Section 93.15, section (K) as presented.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93, SECTION 93.15 (K) PERTAINING TO RESTRICTIONS UPON THE USE OF ATHLETIC FIELDS AND ATHLETIC COURTS

The City Council of the City of Worthington Do Ordain:

Section I.

The Worthington City Code Section 93.15, Section (K) is hereby amended and shall read as follows:

93.15 SPECIFIC RECREATIONAL ACTIVITIES REGULATED.

(K) *Athletic fields and athletic courts.*

- (1) No person shall play any sport or game except softball on the city softball field.
- (2) No person shall play any sport or game except baseball on the city baseball field.
- (3) No person shall play any sport or game except tennis on the city tennis courts.
- (4) The usage of each tennis court shall be restricted to one hour per party.
- (5) No person shall play any sport or game except soccer on the city soccer fields.
- (6) **Upon written application and on a case-by-case basis, the Park Board may temporarily lessen the restrictions set forth in Subsections (1) through (5) above and may place other restrictions or make other requirements as to such temporary uses.**
- (7) In regard to ball fields and tennis courts, no person shall drive or ride a motor vehicle or bicycle upon the playing surface of any ball field or tennis court.
- (8) In regard to softball and baseball fields, no bases shall be placed on the grass of the outfield of infield, and may be placed only on the base paths as laid out by the Park Department, unless permission has been obtained from the city's authorized representative.
- (9) No alcoholic beverages allowed in or on athletic fields and athletic courts.

Exhibit 2

Section II.

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

Passed by the City Council of the City of Worthington, Nobles County, Minnesota, this
_____ day of _____, 2012.

(SEAL)

Mayor

Attest: _____
City Clerk

Exhibit 2a

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: AUGUST 24, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PUBLIC HEARING - 2010 SMALL CITIES DEVELOPMENT PROGRAM GRANT

A public hearing is scheduled for this time to provide Council and the community with an update on progress and performance of the the City's current Small Cities grant. Jennifer Prins, Community Development Director for the Southwest Minnesota Housing Partnership, the contracted grant administrator, will be in attendance to give this presentation.

2. AWARD CONTRACTS FOR CONSTRUCTION OF THE EVENT CENTER

The City received a total of 57 bids for the 17 different scopes of work related to the construction of the event center on Friday, August 10, 2012. Due to the 12 week lead time on precast concrete panels and steel, the Council approved the low bid for each of those scopes of work on August 17th. Below are the remaining 15 scopes of work, the apparent low bidder and their bid.

Scope 1 (Landscape) - VIP Floral and Garden \$51,890
Scope 2 (Cast in Place Concrete) - Groninga Construction \$147,181
Scope 4 (Masonry) - SEE BELOW
Scope 6 (General Carpentry) - Larson Contracting \$231,268
Scope 7 (Roofing & Sheet Metal) - Arch Roofing and Sheet Metal \$150,265
Scope 8 (Entry/Windows/Glazing) - Northwest Glass \$55,788
Scope 9 (Drywall/Framing/Ceiling) - Sands Drywall \$198,923
Scope 10 (EIFS) - Stucco America \$37,667
Scope 11 (Resilient Flooring/Carpet/Tile) - Commercial Interior Decor \$87,647
Scope 12 (Painting) - Hanson Painting \$47,870
Scope 13 (Folding Panel Partitions) - J & B Walls \$47,304
Scope 14 (Fire Protection) - Breth Zen Fire Protection \$26,465
Scope 15 (Plumbing & Piping) - Prairie Suns, Inc. \$113,700
Scope 16 (HVAC) - Dave Vorseth HVAC \$107,000
Scope 17 (Electrical/Fire Alarm) - Electric Supply Co. \$277,891

Council should note that 2 bids were submitted for the Masonry work (Scope #4). However, Consolidated has concluded that both bids are not acceptable. The low bid did not include the bid bond while the other was significantly over the construction estimate. As such, Consolidated is recommending rejection of the masonry bids. Since the work is estimated under \$100,000, They plan to seek quotes for the masonry work in accordance with City policy and present them to Council for consideration on September 10th.

Consolidated Construction has completed their due diligence and are recommending Council award all of the other contracts to the 14 contractors shown above and in Exhibit 1. Please note that Consolidated's recommendation does not include acceptance of the alternates at this time. They plan to present the alternates for Council's consideration on September 10th after they have been able to meet with each contractor to determine what savings can be achieved on the entire project, including the alternates, through value engineering.

Representatives of Consolidated Construction will be in attendance to explain their recommendation and answer any questions Council may have.

Council action is requested.

The bid tabulation form has been previously provided. If you need an additional copy, please contact Community Development Department.

3. **CHANGE ORDER #5 TO BIOSCIENCE TRAINING AND TESTING CENTER PROJECT (A.K.A. - BIOTECHNOLOGY ADVANCEMENT CENTER)**

Exhibit 2 contains change order #5 for the Bioscience Training and Testing Center (a.k.a. - Biotechnology Advancement Center) project. The change order consists of 2 items. The first item is for additional electrical work that must be done to accommodate the audio visual equipment in the classroom. The second item is for additional plumbing work. Each of the service bays were constructed to minimum standards as to not invest monies that would be removed or altered with specific leasehold improvements with each tenant. While working with Bioverse, the project team determined that the central bay and east bay were easily serviceable from the water line originally installed for the WES build out. Water service for the most western bay would have to come from the main line located above along support wall between the classrooms and hallway corridor. With the drop ceiling scheduled to be opened for the a/v installation, we are proposing to have the water line installed and stubbed into the service bay. Installation of this now will assure the classroom would not be disturbed at the time bay is built out in the future. The net change in cost of the change order is an additional \$5,366. Below is a comparison to the approved budget and current anticipated expenses is included.

Project Budget	\$1,624,764
A/E Fees	\$35,815
Administrative Fees	\$30,000
Construction Budget	\$1,398,258
Equipment and Other Fees	\$80,000
Contingencies	\$79,691

Expenses

A/E Fees	\$61,300
Administrative Fees	\$30,000
Equipment and Other Fees	\$128,611
Construction Contract	\$1,330,637
C.O. #1	\$13,138
C.O. #2	\$16,134
C.O. #3	\$12,874
C.O. #4	-\$500
C.O. #5	\$5,366
Remaining Construction Budget	\$20,609

Staff recommends that Council authorize the Mayor to execute change order #5 shown in Exhibit 2.

4. CHANGE ORDER #2 TO FORMER YMCA DEMOLITION CONTRACT

Exhibit 3 contains change order #2 for the demolition contract of the former YMCA. The change order consists of 2 items, both of which are deducts. Each item was found to be unsatisfactory and properly addressed by Salonek Construction and approved by Dulas Excavating. The work completed by Salonek is included in the change order to their contract. The net change in cost of the change order for the demolition contract is a deduct of \$3,258. Below is a summary of the total demolition costs.

Demolition Contract	\$164,500
C.O. #1	\$9,050
C.O. #2	-\$3,258
Contract Value after COs	\$170,292

Please note that there is one other deficiency that is currently being addressed by Dulas Excavating. The company has been ordered to replace the foundation wall damaged by the company at no expense to the owner. This corrective work is scheduled to be completed the week of August 27th.

Council is requested to approve the change order #2.

5. CHANGE ORDER #2 - WORTHINGTON CENTER (YMCA)

Exhibit 4 contains change order #2 for the construction of the Worthington Center. The change order consists of 6 items. Three items are a result of additional work required by various regulatory agencies. Two items reflect the corrective work done by the Contractor and deducted

from the demolition contract (See Case Item #4). The final item is for the additional work related to the moving of the elevator shaft due to the discovery of the actual thickness of the foundation wall of the 1980's addition. The plans on record indicated a wall thickness of 16 inches. In preparation to sawcut the 1980s addition for the elevator lobby, Salonek drilled a hole and measured the wall's thickness at 39 inches. The lobby is being moved 2.5 feet to accommodate the 39 inch wall. Please note this change order doesn't address the saw cutting of the additional 23 inches of foundation wall (See Case Item #6). The net change in cost of the change order is an additional \$5,792.00.

Construction Contract	\$859,895
C.O. #1	-\$46,250
C.O. #2	\$5,792
Contract Value after COs	\$819,437

Council is requested to approve change order #2 for the Salonek Contract.

6. AWARD CONTRACT - SOUTHWEST BUILDING SPECIALISTS

As mentioned in Case Item #5, Salonek Construction discovered the thickness of the foundation wall of the 1980's addition to be 39 inches rather than the 16 inches indicated in the plans of record. Salonek presented a proposal of \$6,300 to remove (saw cut) the additional 23 inches. Believing that their proposal was excessive, the project team asked them to reconsider, which they did not. Salonek did, however, agree to allow the City to bring in another party to do the work provided it was done in a timely manner. Trying to mind the limited time frame and project's budget constraints, staff asked Southwest Building Specialists (SBS), an arm of the Southwest Minnesota Housing Partnership, to provide a proposal. Using the "work release" program participants, SBS is proposing completed the work on an at cost basis not to exceed of \$4,456.

City Attorney has reviewed the contract and recommends the removal of Article III - Paragraph 2, Article IV - Paragraph 3, and Article V - Paragraph 4. Thereofre, staff is recommending the Council approve the SBS contract shown in Exhibit 5 subject to the removal of the items suggested by the City Attorney.

Council action is requested.



August 23, 2012

Mr. Brad Chapulis
Economic Development Director
City of Worthington
303 Ninth Street
Worthington, MN 56187

Re: **Worthington Event Center**
Bid Package Two
Recommendations for Contract Award

Dear Brad:

As authorized by City Council; on August 10 we received bids for the new Worthington Event Center Bid Package Two. We are pleased with the bid results, both in terms of quantity and quality of bids received. Preliminary bid results are on budget, with a remaining contingency of \$137,000. Enclosed is a budget report for your review.

We have evaluated the following bids received, find no irregularities, and make the following Contract Award recommendations:

Bid Scope 1 – Landscaping

VIP Floral & Garden Center
Slayton, MN
Base Bid

\$51,890.00

Bid Scope 2 – Cast In Place Concrete

Groninga Construction Inc.
Worthington, MN
Base Bid

\$147,181.00

- Low bidder was rejected due to a non responsive bid.

Bid Scope 4 – Masonry

*Due to bidding irregularities the masonry bids have been rejected and new request for quotes will be issued and submitted to the City for approval on September 10, 2012.

Bid Scope 6 – General Carpentry

Larson Contracting
Lake Mills, IA
Base Bid

\$231,268.00

Bid Scope 7 – Roofing and Sheet Metal	
Arch Roof & Sheet Metal	
Sioux Falls, SD	
Base Bid	\$150,265.00
Bid Scope 8 – Aluminum Entrance / Windows / Glazing	
Northwest Glass Co	
Spencer, IA	
Base Bid	\$55,788.00
Bid Scope 9 – Drywall / Framing / Acoustic Ceilings	
Sands Drywall Inc.	
Sioux Falls, SD	
Base Bid	\$198,923.00
Bid Scope 10 – E.I.F.S.	
Stucco America	
Lake Mills, WI	
Base Bid	\$37,667.00
Bid Scope 11 – Resilient Flooring / Carpet / Tile	
Commercial Interior Décor Inc.	
Sioux Falls, SD	
Base Bid	\$87,647.00
Bid Scope 12 – Painting	
Hanson Painting Inc.	
Sioux Falls, SD	
Base Bid	\$47,870.00
Bid Scope 13 – Folding Panel Partitions	
J&B Walls Inc.	
Rochester, MN	
Base Bid	\$47,304.00
Bid Scope 14 – Fire Protection	
Breth Zen Fire Protection	
St. Joseph, MN	
Base Bid	\$26,465.00
Bid Scope 15 – Plumbing & Piping	
Prairie Suns Inc.	
Brandon, SD	
Base Bid	\$113,700.00
Bid Scope 16 – HVAC	
Dave Vorseth HVAC	
Sioux Falls, SD	

Base Bid	\$107,000.00
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Bid Scope 17 – Electrical

Electric Supply Co.

Sioux Falls, SD

Base Bid	\$277,891.00
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Council approval of the above recommendations at their regularly scheduled meeting on August 27th, 2012 will allow the project to proceed on schedule.

Thank you for the opportunity to serve the City of Worthington on this exciting project, and please contact us with any questions, comments, or concerns.

Sincerely,

CONSOLIDATED CONSTRUCTION COMPANY, INC.

Brian Gebauer
Project Manager

Attachments:

Cost Summary Sheet dated August 23, 2012



Event Center City of Worthington
Exhibit A

Cost Summary Sheet
August 23, 2012
Event Center : 12912 sq ft
Porto Cochero : 864 sq ft
Building Area (3) : sq ft
Building Area (4) : sq ft

50% Construction Documents Estimate 07/11/2012
Sort 7/11/12 Estimate by Bid Category 08/10/2012
Preliminary Bid Results 08/23/2012

SCOPE OF WORK

COMMENTS

Professional Services	\$53,463	\$53,463	\$53,463
- Construction Staking	\$5,926	\$5,926	\$5,926
Economic Development Associates	\$0	\$0	\$0
LEED Administration/Fees	\$0	\$0	\$0
Insurances:			
Builders Risk Insurance	\$0	\$0	\$0
Liability Insurance	\$4,852	\$4,852	\$4,852
Municipal Submittals and Fees:			
Local Permits and Fees	\$16,404	\$16,404	\$16,404
Testing (Quality Requirements):			
Soil Borings	\$0	\$0	\$0
Soil/Compaction/Concrete Testing/Special Insp.	\$24,781	\$24,781	\$24,781
Permanent Utilities	\$0	\$0	\$0
Printing and Reproductions/Mailing	\$1,500	\$1,500	\$1,500
GENERAL CONDITIONS	\$116,696	\$116,696	\$116,696
Supervision:			
Project Management/Administration	Included	Included	Included
Site Supervision	Included	Included	Included
Superintendent Vehicle	\$4,514	\$4,514	\$4,514
Travel/Subsistence	\$17,150	\$17,150	\$17,150
Construction Facilities and Temporary Controls:	\$0	\$0	\$0
Site Security Fencing	\$0	\$0	\$0
Temporary Electrical	\$1,200	\$1,200	\$1,200
Temporary Heat Fuel	\$15,623	\$15,623	\$15,623
Temporary Fire Protection	\$0	\$0	\$0
Project Equipment Rental	\$38,271	\$38,271	\$38,271
Temporary Toilets	\$1,140	\$1,140	\$1,140
Office Trailers	\$0	\$0	\$0
Storage Trailers	\$0	\$0	\$0
Field Office Supplies	\$200	\$200	\$200
Safety Supplies	\$0	\$0	\$0
Snow Removal and Plowing	\$0	\$0	\$0
Temporary Enclosures/Winter Protection	\$7,500	\$7,500	\$7,500

08/23/2012 12:47 PM

1 of 6

Event Center Worthington Bid Pkg 2 Results to City 8-23-12



Event Center City of Worthington
Exhibit A

Cost Summary Sheet
August 23, 2012
Event Center : 12912 sq ft
Porte Cochere : 864 sq ft
Building Area (3) : sq ft
Building Area (4) : sq ft

	50% Construction Documents Estimate 07/11/2012	Sort 7/11/12 Estimate by Bid Category 08/10/2012	Preliminary Bid Results 08/23/2012	
SCOPE OF WORK				COMMENTS
Temporary Telephone	\$4,200	\$4,200	\$4,200	
Personal Protective Equipment	\$0	\$0	\$0	
Water	\$0	\$0	\$0	
Dumpsters	\$3,200	\$3,200	\$3,200	
Project Mobilization	\$8,667	\$8,667	\$8,667	
Interim Cleanup	\$4,620	\$4,620	\$4,620	
Final Cleanup	\$5,214	\$5,214	\$5,214	
Miscellaneous Materials	\$5,197	\$5,197	\$5,197	
SITework	\$667,604	\$667,604	\$665,289	
Unsuitable Soils Allowance	\$20,000	\$20,000	\$20,000	Allowance for Unsuitable Soils
Site Excavating	\$277,479	\$277,479	\$277,479	Worthington Excavating Contract
Building Excavation	\$32,775	\$32,775	Included in Concrete	
Site Utilities/Drainage Systems	Included	Included	Included	
Water/Fire Service	Included	Included	Included	
Storm Drainage	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	
Asphalt Pavement	\$195,920	\$195,920	\$195,920	McLaughlin & Schulz Contract
Site Concrete	Included	Included	Included	
Site Signage (Handicap & Monument)	\$0	\$0	\$0	
Fencing	\$1,200	\$1,200	Alternate bid	
Dumpster Enclosure	\$40,230	\$40,230	\$20,000	Allowance for City's 50% portion of costs
Landscaping	\$100,000	\$100,000	\$51,890	



Event Center City of Worthington
Exhibit A

Cost Summary Sheet
August 23, 2012
Event Center : 12912 sq ft
Porto Cochero : 864 sq ft
Building Area (3) : sq ft
Building Area (4) : sq ft

SCOPE OF WORK	50% Construction Documents Estimate 07/11/2012	Sort 7/11/12 Estimate by Bid Category 08/10/2012	Preliminary Bid Results 08/23/2012	COMMENTS
CONCRETE	\$316,290	\$327,514	\$308,338	Comments
Foundations and Flatwork	\$97,846	\$109,070	\$147,181	Irregularities with D & S bid
Plant Precast	\$218,444	\$218,444	\$161,157	
Grouting	\$0	\$0	\$0	
MASONRY	\$44,400	\$44,400	\$71,790	Currently Being Re-bid
Concrete Masonry Units	\$44,400	\$44,400	\$71,790	
METALS	\$203,481	\$203,481	\$212,500	
Structural Steel and Erection	\$188,481	\$203,481	\$212,500	
Miscellaneous Metal Fabrication and Erection	\$15,000	Included	Included	
CARPENTRY	\$153,829	\$210,129	\$231,286	
Exterior Rough Carpentry	\$108,118	\$210,129	\$231,286	
Interior Rough Carpentry	\$6,162	Included	Included	
Finish Carpentry	\$21,549	Included	Included	
Architectural Woodwork	\$18,000	Included	Included	
THERMAL & MOISTURE PROTECTION	\$198,109	\$188,024	\$187,932	
Damproofing/Waterproofing	\$11,500	Included in EIFS	Included in EIFS	
Caulking/Joint Sealant	\$2,500	Included in EIFS	Included in EIFS	
Building Insulation	\$10,085	Included in Drywall	Included in Drywall	
Exterior Insulation & Finish System (E.I.F.S.)	\$38,754	\$52,754	\$37,667	Includes Temp Protection
Shingles	\$0	\$0	\$0	
Roofing and Siding Panels	\$10,000	Included In Roofing	Included In Roofing	

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3 of 6

Event Center Worthington Bid Pkg 2 Results to City 8-23-12



Event Center City of Worthington
Exhibit A

Cost Summary Sheet
August 23, 2012
Event Center : 12912 sq ft
Porte Cochere : 884 sq ft
Building Area (3) : sq ft
Building Area (4) : sq ft

SCOPE OF WORK	50% Construction Documents Estimate 07/11/2012	Sort 7/11/12 Estimate by Bid Category 08/10/2012	Preliminary Bid Results 08/23/2012	COMMENTS
Membrane Roofing	\$114,770	\$135,270	\$150,265	
Roofing Specialties and Accessories	\$10,500	Included in Roofing	Included in Roofing	
Fireproofing	\$0	\$0	\$0	
DOORS, WINDOWS & GLAZING	\$89,800	\$62,800	\$55,788	
Doors, Frames and Hardware	\$24,000	Included in Carpentry	Included in Carpentry	
Aluminum Entrances & Windows	\$62,800	\$62,800	\$55,788	
Sectional Steel Overhead Doors	\$3,000	Included in Carpentry	Included in Carpentry	
FINISHES	\$201,398	\$202,759	\$334,440	
Drywall (Wall Assembly)	\$67,585	\$114,191	\$198,923	
Flooring	\$46,834	\$49,334	\$87,647	
Ceilings	\$36,521	Included in Drywall	Included in Drywall	
Miscellaneous Finishes	\$0	\$0	\$0	
Painting	\$39,234	\$39,234	\$47,870	
Epoxy Floor Finishes	\$11,224	Included in Concrete	Included in Concrete	Concrete Sealer
SPECIALTIES	\$100,700	\$71,400	\$47,304	
Visual Display Boards/Screen	\$0	\$0	\$0	
Toilet Partitions and Accessories	\$16,000	Included in Carpentry	Included in Carpentry	
Miscellaneous Specialties	\$12,500	Included in Carpentry	Included in Carpentry	
Fire Department Access (Knox Box)	\$800	Included in Carpentry	Included in Carpentry	

08/23/2012 12:47 PM

4 of 6

Event Center Worthington Bid Pkg 2 Results to City 8-23-12



Event Center City of Worthington
Exhibit A

Cost Summary Sheet
August 23, 2012
Event Center : 12912 sq ft
Porte Cochere : 864 sq ft
Building Area (3) : sq ft
Building Area (4) : sq ft

SCOPE OF WORK	50% Construction Documents Estimate 07/11/2012	Sort 7/11/12 Estimate by Bid Category 08/10/2012	Preliminary Bid Results 08/23/2012	COMMENTS
Folding Partitions	\$71,400	\$71,400	\$47,304	
EQUIPMENT	\$15,000	\$15,000	\$15,000	
Equipment	\$0	\$0	\$0	
Loading Dock Equipment	\$0	\$0	\$0	
Food Service Equipment	\$15,000	\$15,000	\$15,000	Allowance
Athletic Equipment	\$0	\$0	\$0	
FURNISHINGS	\$2,500	\$0	\$0	
Casework	\$0	\$0	\$0	
Floor Mats	\$2,500	Included in Flooring	Included in Flooring	
Window Treatments	\$0	\$0	\$0	
Furniture	\$0	\$0	\$0	
PRE-ENGINEERED STRUCTURES	\$0	\$0	\$0	
Special Construction	\$0	\$0	\$0	
Pre-Engineered Metal Building (Material)	\$0	\$0	\$0	
Pre-Engineered Metal Building (Erection)	\$0	\$0	\$0	
CONVEYING SYSTEMS	\$0	\$0	\$0	
Elevators	\$0	\$0	\$0	
Lifts	\$0	\$0	\$0	
Material Handling	\$0	\$0	\$0	
Hoists and Cranes	\$0	\$0	\$0	

08/23/2012 12:47 PM

5 of 6

Event Center Worthington Bid Pkg 2 Results to City 8-23-12



Event Center City of Worthington

Exhibit A

Cost Summary Sheet

August 23, 2012

Event Center : 12812 sq ft

Porte Cochere : 864 sq ft

Building Area (3) : sq ft

Building Area (4) : sq ft

50% Construction Documents Estimate
07/11/2012

Sort 7/11/12 Estimate by Bid Category
08/10/2012

Preliminary Bid Results
08/23/2012

SCOPE OF WORK

COMMENTS

MECHANICAL	\$313,070	\$313,070	\$247,166	
Fire Sprinkler Systems	\$41,670	\$41,670	\$26,465	
Plumbing	\$102,000	\$102,000	\$113,700	
HVAC Systems	\$169,400	\$169,400	\$107,000	
ELECTRICAL	\$265,000	\$265,000	\$277,891	
Building Electrical	\$265,000	\$265,000	\$277,891	
Security System	\$0	\$0	\$0	See AV Allowance In Development Budget
Fire Alarm	Included	Included	Included	
Audio/Visual Speakers and Wiring	\$0	\$0	\$0	See AV Allowance In Development Budget
Data/Communication Cabling	Included	\$0	\$0	See AV Allowance In Development Budget
Sub-total Construction Costs	\$2,741,340	\$2,741,340	\$2,724,882	
Construction Management Fee	\$164,480	\$164,480	\$164,480	
Sub-Total Construction Costs	\$2,905,820	\$2,905,820	\$2,889,362	
Contingency	\$121,215	\$121,215	\$137,673	
Total Construction Costs	\$3,027,035	\$3,027,035	\$3,027,035	

BID ALTERNATES

1) Wedding Park	Verify	Itemized costs will be presented on 9/10/12, preliminary costs in \$120,000 range.
2) Dumpster Enclosure	Included	Allowance for 50% of costs (City share) included in bid results.

08/23/2012 12:47 PM

6 of 6

Event Center Worthington Bid Pkg 2 Results to City 8-23-12

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Bio Science Testing and Training Center 1527 Prairie Drive Worthington, MN 56187	CHANGE ORDER NUMBER: 005 DATE: August 23, 2012	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): KUE Contractors, Inc. 130 Central Avenue South P.O. Box 408 Watkins, MN 55389	ARCHITECT'S PROJECT NUMBER: WORTC 113628 CONTRACT DATE: CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1.) Provide plumbing, electrical work as described in the attached cost proposal prepared by KUE Contractors dated August 23, 2012.

Disclaimer: The work being provided under this Change Order was not designed, engineered, reviewed or inspected by SEH or its consultants for this project. SEH and its consultants can not be held liable for this work or for verifying it is code compliant. By accepting this Change Order the City of Worthington and KUE Contractors agree to waive any claims against SEH and its consultants for damages resulting from or related to the work performed or described in this Change Order.

The original Contract Sum was	\$ 1,330,637.00
The net change by previously authorized Change Orders	\$ 41,645.90
The Contract Sum prior to this Change Order was	\$ 1,372,282.90
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,366.00
The new Contract Sum including this Change Order will be	\$ 1,377,648.90

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

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

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

SEH, Inc. ARCHITECT (Firm name) 3535 Vadnais Center Drive St. Paul, MN 55110 ADDRESS	KUE Contractors, Inc. CONTRACTOR (Firm name) 130 Central Avenue South, P.O. Box 408, Watkins, MN 55389 ADDRESS	City of Worthington, MN OWNER (Firm name) 303 9th Street, Worthington, MN 56187 ADDRESS
BY (Signature) Brian Bergstrom (Typed name)	BY (Signature) Dean Lutgen (Typed name)	BY (Signature) Alan Oberloh, Mayor (Typed name)
DATE	DATE	DATE



130 Central Avenue South
P.O. Box 408, Watkins, MN 55389
Office: 320-764-2525
Fax: 320-764-2524
License #20355836

August 23, 2012

Brian Bergstrom
Short Elliott Hendrickson Inc.
Butler Square Building, Suite 710C
100 North 6th Street
Minneapolis, MN 55403-1515

Re: COP #23
Bio Science Testing and Training Center
Worthington, MN 56187

Dear Brian:

The following price is for additional plumbing and electrical:

- Add 1-1/4" valved and capped insulated water lines roughed in at ceiling to unfinished spaces 127 and 136.
- Three electric outlets for LCD display screens in training area.
- One outlet for LCD display screen conference room.
- One outlet on separate circuit for equipment cabinet in conference room.
- One outlet on separate circuit for portable computer cabinet in training area.

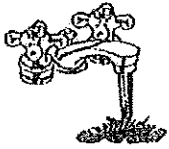
Feder Mechanical	\$ 2,095.00
Worthington Electric	\$ 1,925.00
KUE	<u>\$ 1,040.00</u>
	\$ 5,060.00
5 % P&OH	<u>\$ 253.00</u>
	\$ 5,313.00
1 % P&OH	<u>\$ 53.00</u>
	\$ 5,366.00

Sincerely,

Dean Lutgen
Project Manager

DL/shs

Your KUE to a Successful Project.



Feder Mechanical

18 Drew Ave, N.E. P.O. Box 249
Madella, MN 56062

LENNOX
AIR CONDITIONING • HEATING
Quality proven over time.

Phone 507-642-3522
FAX 507-642-3431

August 13, 2012

Dean Lutgen
Kue Contractors Inc
PO Box 408
Watkins, MN 55389

Re: Worthington Bio Science Testing and Training Lab

Verbal PR Response:

Add 1-1/4" valved and capped insulated water lines roughed in at ceiling to unfinished spaces 127 and 136.

Material and Labor \$2095.00

Regards,
Rick Andreen
Feder Mechanical

Estimate

1437 Minnesota Drive
Worthington, MN 56187-1317
(507) 376-4535

DATE	ESTIMATE NO.
8/19/2012	346

NAME / ADDRESS
DEAN LUTGEN

JOB DESCRIPTION	
BIOTECH LAB LCD DISPLAY	
DESCRIPTION	QTY
ELECTRICAL WIRING TO INCLUDE: AS DISCUSSED WITH DEAN AND BILL - THREE OUTLETS FOR LCD DISPLAY SCREENS IN TRAINING AREA ONE OUTLET FOR LCD DISPLAY SCREEN IN CONFERENCE ROOM ONE OUTLET ON SEPARATE CIRCUIT FOR EQUIPMENT CABINET IN CONFERENCE ROOM ONE OUTLET ON SEPARATE CIRCUIT FOR PORTABALE COMPUTER CABINET IN TRAINING AREA	1
I appreciate the opportunity to give you an estimate. Call me anytime with questions.	TOTAL \$1,925.00



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):

City of Worthington
Former YMCA Demolition
211 11th Street
Worthington, MN 56187

CHANGE ORDER NUMBER: 003A

DATE: August 23, 2012

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐
TO CONTRACTOR (Name and address):

Dulas Excavating, Incorporated
964 Highway 109 East
Wells, MN 56097-0207

ARCHITECT'S PROJECT NUMBER: 10-12824

CONTRACT DATE: November 15, 2011

CONTRACT FOR: Building Demolition & Site Work

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Replace the "Y" connection in the sanitary sewer line, refer to attached document dated August 14, 2012. (Deduct) \$1,918.00.
(This work was performed by the Worthington Center Contractor)

2. Excavation for access to foundation wall that was to be saw cut, refer to attached document dated August 14, 2012.
(Deduct) \$1,340.00 (This work was performed by the Worthington Center Contractor)

The original Contract Sum was	\$	164,500.00
The net change by previously authorized Change Orders	\$	9,050.00
The Contract Sum prior to this Change Order was	\$	173,550.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,258.00
The new Contract Sum including this Change Order will be	\$	170,292.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 30, 2012

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.
I&S Group, Incorporated
ARCHITECT (Firm name)

115 East Hickory Street, Suite 300
PO Box 1026
Mankato, Minnesota 56002-1026

ADDRESS
BY (Signature)

Joey Wandering, Project Manager
(Typed name)

August 23, 2012
DATE

Dulas Excavating, Incorporated
CONTRACTOR (Firm name)

964 Highway 109 East
Wells, Minnesota 56097-0207

ADDRESS
BY (Signature)

Marilyn Dulas, President
(Typed name)

DATE

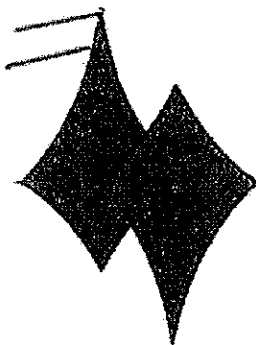
City of Worthington
OWNER (Firm name)

303 9th Street
Worthington, Minnesota 56187

ADDRESS
BY (Signature)

Alan E. Oberloh, Mayor
(Typed name)

DATE



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218

Fax: 507-723-6355

Email:

scc@salonekconstruction.com

12 W. LINCOLN

SPRINGFIELD, MN 56087

July 30, 2012

I & S Group

Attn: Joey

Re: Worthington Center

Dear Joey:

Pursuant to Rob of SWMHP request, our costs to repair the "Y" area in the sanitary sewer line are as follows:

Excavation Contractor	\$1,800.00
5%	90.00
Bond	28.00
Total Proposal	\$ 1,918.00

Please advise as soon as possible.

Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President

JSR/ams

file CO.



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218
Fax: 507-723-6355
Email: scc@salonekconstruction.com

12 W. LINCOLN
SPRINGFIELD, MN 56087

August 14, 2012

I & S Group
Attn: Joey Wendinger

Re: Worthington Center

Dear Joey:

Please reference our previous quotation dated 7/20/12 to cut and haul away the existing 62' long south existing foundation. This proposal was approved by you and Dulas. Therefore, we proceeded to excavate the area for cutting access to the foundation.

Our proposal dated 8/7/12 for complete replacement of this foundation also included the previously completed excavation to allow top of wall cut off.

Therefore, we respectfully request payment of this completed work in the amount of:

Total	\$1,200.00
10%	120.00
Bond	20.00
Total Request	\$ 1,340.00

Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President

JSR/ams



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: <input checked="" type="checkbox"/>
City of Worthington - YMCA	DATE: August 23, 2012	ARCHITECT: <input checked="" type="checkbox"/>
Worthington Center		CONTRACTOR: <input checked="" type="checkbox"/>
Worthington, Minnesota	ARCHITECT'S PROJECT NUMBER: 10-12824	FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	CONTRACT DATE: June 13, 2012	OWNERS REP.: <input checked="" type="checkbox"/>
Salonek Concrete & Construction,	CONTRACT FOR: General Construction	
Incorporated		
12 West Lincoln		
Springfield, Minnesota 56087		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Add tracer wire box per City Engineer request (Add) \$480.00
2. Add additional cleanout per Minnesota Department of Labor and Industry plan review (Add) \$1,039.00
3. Add additional sewer and water piping and connections to maintain 10-foot utility separation per MN plumbing plan review (Add) \$381.00
4. Move elevator shaft and omit underpinning to avoid unforeseen thickness of existing foundation wall (Add) \$634.00
5. Replace the "Y" connection in the sanitary sewer line, refer to attached document dated August 14, 2012. (Add) \$1,918.00
(This amount was deducted from the demolition contractors contract amount)
6. Excavation for access to foundation wall that was to be saw cut, refer to attached document dated August 14, 2012.
(Add) \$1,340.00. (This amount was deducted from the demolition contractors contract amount)

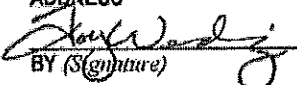
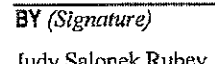
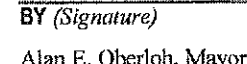
The original Contract Sum was	\$	859,895.00
The net change by previously authorized Change Orders	\$	-46,250.00
The Contract Sum prior to this Change Order was	\$	813,645.00
The Contract Sum will be increased by this Change Order in the amount of	\$	5,792.00
The new Contract Sum including this Change Order will be	\$	819,437.00

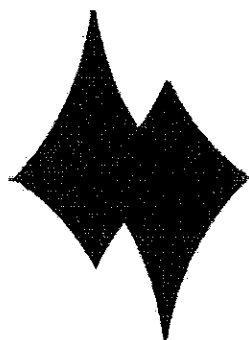
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 28, 2012

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

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

I&S Group, Incorporated	Salonek Concrete & Construction,	City of Worthington
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
115 E. Hickory St., Ste. 300, Mankato,	12 West Lincoln, Springfield, Minnesota	City Hall, 303 Ninth Street, Worthington,
Minnesota 56001	56087	Minnesota 56187
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Joey Wendinger, Project Manager	Judy Salonek Rubey	Alan E. Oberloh, Mayor
(Typed name)	(Typed name)	(Typed name)
<u>August 23, 2012</u>		
DATE	DATE	DATE



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218

Fax: 507-723-6355

Email: scc@salonekconstruction.com

12 W. LINCOLN

SPRINGFIELD, MN 56087

July 20, 2012

I & S Group

Attn: Joey

Re: Worthington Center

Dear Joey:

The City of Worthington Engineer, Mr. Dwayne Hattfield, required a tracer wire box be added: our costs:

Excavation contractor.....	\$450.00
5%.....	23.00
Bond.....	7.00
Total Proposal.....	<u>\$480.00</u>

Pursuant to Minnesota Plumbing Code Plan Review an additional cleanout is required in the sewer line which is not indicated in plans and specs. Our costs to add this are as Follows:

HD Clean Cover.....	\$350.00
Concrete for HD Cover.....	100.00
Pipe, Cap and 2 long 45 degree bends.....	125.00
Labor and equipment to install.....	400.00
	<u>\$975.00</u>
5%.....	49.00
Bond.....	15.00
Total Proposal.....	<u>\$1,039.00</u>

Additional sewer and water piping and connections to maintain 10'	
Per MN Plumbing Code Plan Review.....	\$357.00
5%.....	18.00
Bond.....	6.00
Total Proposal.....	<u>\$381.00</u>

Please advise as soon as possible.

Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President
JSR/ams

Exhibit 4b



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218
Fax: 507-723-6355
Email: scc@salonekconstruction.com

12 W. LINCOLN
SPRINGFIELD, MN 56087

August 13, 2012

Mr. Joe Wendinger
I&S Group

RE: Worthington Center

Dear Joe:

Pursuant to your email of 8/2/12 and details to move the elevator out and avoid existing foundation, we offer the following proposal:

Excavation: additional excavation beyond current east wall of elevator and Lobby area.....	\$775.00
Add 2 wood walls to create void. Add 8 LF from elev 88 to 100 8X12=96 Sq.ft@7.00.....	672.00
Concrete: add 4" floor at elevator lobby 26'X 6.00.....	156.00
Masonry: Change west wall of elevator shaft from 8" to 12" per detail 144 Block X 2.30.....	331.00
Additional block walls at lobby 144 block@2.00M, .69 mortar, and 6.00 labor.....	1,251.00
Elevator: Core drill 8"hole through the 39" foundation for elevator piping And wiring from elevator machine room to elevator shaft.....	500.00
Fire protection: fire sprinkler head in void space created between exterior Wall and elevator shaft.....	525.00
Total.....	\$4,210.00

Credit for omission of temporary channels – transport.....	(-) 150.00
Credit for channel installation	(-) 1,392.00
Drill bits.....	(-) 100.00
Credit for omission of underpinning.....	(-) 2,000.00
Total Credits.....	(-) \$3,642.00

Net Add to Move Elevator after credits for underpinning.....	\$568.00
10%.....	57.00
Bond.....	9.00
Total Proposal.....	\$634.00

If this proposal is not accepted, and the owner decides to use Sentence To Serve personnel to chip the foundation at the elevator shaft, this will no doubt require extra time. This delay, as well as others, have pushed construction further into the cold

Mr. Joe Wendinger
Page 2
August 13, 2012

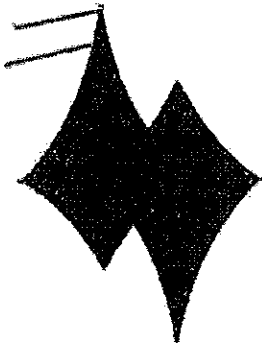
weather heating and sheltering for EIFS and masonry. Therefore, we respectfully request addition to contract in the amount of \$200 per calendar day, starting Friday 8/3/12 to cover these costs, in addition to extra time to complete the project.

Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President

JSR



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218

Fax: 507-723-6355

Email:

scc@salonekconstruction.com

12 W. LINCOLN

SPRINGFIELD, MN 56087

July 30, 2012

I & S Group

Attn: Joey

Re: Worthington Center

Dear Joey:

Pursuant to Rob of SWMHP request, our costs to repair the "Y" area in the sanitary sewer line are as follows:

Excavation Contractor	\$1,800.00
5%	90.00
Bond	28.00
Total Proposal	\$ 1,918.00

Please advise as soon as possible.

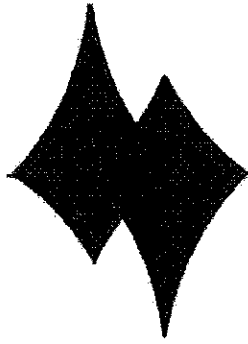
Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President

JSR/ams

file CO.



Salonek Inc.

CONCRETE & CONSTRUCTION

Phone: 507-723-4218

Fax: 507-723-6355

Email: scc@salonekconstruction.com

12 W. LINCOLN

SPRINGFIELD, MN 56087

August 14, 2012

I & S Group
Attn: Joey Wendinger

Re: Worthington Center

Dear Joey:

Please reference our previous quotation dated 7/20/12 to cut and haul away the existing 62' long south existing foundation. This proposal was approved by you and Dulas. Therefore, we proceeded to excavate the area for cutting access to the foundation.

Our proposal dated 8/7/12 for complete replacement of this foundation also included the previously completed excavation to allow top of wall cut off.

Therefore, we respectfully request payment of this completed work in the amount of:

Total	-----	\$1,200.00
10%	-----	120.00
Bond	-----	20.00
Total Request	-----	\$ 1,340.00

Sincerely,

SALONEK CONCRETE & CONSTRUCTION, INC.

Judy Salonek Rubey
President

JSR/ams

***SOUTHWEST BUILDING SPECIALISTS, INC.
COMMERCIAL CONSTRUCTION AGREEMENT***

THIS COMMERCIAL CONSTRUCTION AGREEMENT (hereinafter "Contract") is made as of this the 16th day of **August, 2012**, by and between the City of Worthington, (hereinafter "Owner") and Southwest Building Specialists, Inc., a Minnesota corporation with its principal office at 2401 Broadway Avenue, Suite 4, Slayton, MN 56172 (hereinafter "Contractor").

In consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree:

TERMS AND CONDITIONS

ARTICLE I: WORK

In accordance with the terms and conditions of this Contract, Contractor shall furnish the labor and materials for the wall knock out of the Worthington Center Project, Worthington, MN 56187 Owner's property within the City of Worthington, Minnesota, Nobles County (hereinafter the "Project").

ARTICLE II: CONTRACT DOCUMENTS

The Contract Documents consists of:

1. This Contract.

2. Modifications or change orders, if any, approved in writing by each party which are issued after the execution of this Contract, and which upon execution shall be considered incorporated into this Contract and part of the Work.

In the event of any conflict among the provisions of the Contract Documents, this Contract shall control.

ARTICLE III: OWNER'S DUTIES

In addition to the duties imposed on Owner by the implied terms of this Contract or by law, Owner shall be responsible for:

1. **Permits and Approvals.** Owner shall obtain all applicable permits and/or regulatory approvals and any other necessary approvals or agreements to include though not necessarily limited to construction and access easements for Contractor to complete the Project. Owner shall pay all costs associated therewith. Owner shall at all times cause compliance with all such permits and/or approvals.

2. **Emergencies and Unforeseen Conditions.** Owner further agrees to pay any additional sums requested by Contractor and which Contractor reasonably determines to be necessary to protect the Work or persons working at the Project from emergency or other unforeseen conditions, which are not attributable to Contractor's negligence.

3. **Owner's Delay.** Owner's failure to timely carry out the duties of Owner, in addition to being a default hereof, shall entitle Contractor, at Contractor's sole discretion, to extend the schedule for completion of Work by a length of time at least equal to Owner's delay; and/or to hire or otherwise cause Owner's duties to be performed and invoice all such costs to Owner, which shall be paid within ten (10) days of the date of Contractor's invoice.

4. **Indemnity.** Owner hereby indemnifies and releases Contractor and agrees to defend and hold Contractor harmless from and against all claims, causes of action, demands, judicial and administrative proceedings, losses, liabilities, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, attributable to the negligent or otherwise wrongful acts or omissions, including breach of a specific duty in this Contract, of the Owner or the Owner's independent contractors, agents, employees or delegates.

5. **Exclusions.** Owner will have the following express duties with regard to the Contract Work and the following shall be excluded from the Work done by Contractor: monthly utilities.

ARTICLE IV: CONTRACTOR'S ADDITIONAL OBLIGATIONS:

In addition to the other duties or obligations imposed on Contractor by this Contract, the Contractor undertakes the following duties:

1. **Supervision:** The Contractor shall supervise, and direct the Work, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work that is Contractor's responsibility under this Contract.
2. **Items Used in Work:** Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
3. **Concrete Work:** Concrete floors, walks, etc. constructed pursuant to this Contract are not guaranteed against cracking, popping, pitting and leaks. All reasonable precautions, normal to the commercial construction industry, shall be taken by the Contractor, but small cracks, popping, pitting and leaks do frequently occur and can not be reasonably prevented. Owner is responsible for all costs incurred by Contractor in preventing concrete from freezing, including but not limited to hauling water, pumps, hoses and other items. If Contractor provides any services to protect concrete from freezing, Owner shall pay Contractor such costs without written change order, even if such costs result in an increase in the Contract Sum.
4. **Indemnity.** Contractor hereby indemnifies and releases Owner and agrees to defend and hold Owner harmless from and against all claims, causes of action, demands, judicial and administrative proceedings, losses, liabilities, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, attributable to the negligent or otherwise wrongful acts or omissions, including breach of a specific duty in this Contract, of the Contractor or the Contractor's independent contractors, agents, employees or delegates.

ARTICLE V: CHANGES IN THE CONTRACT

1. Changes in the Work or the Contract Sum may be accomplished after execution of this Contract, and without invalidating this Contract, by Change Order or order for a minor change in the Work.
2. A Change Order shall be based upon agreement by the Owner and Contractor. All Change Orders resulting in an increase in the Contract Sum shall add 10% of the total increase to the Contract Sum to cover Contractor's profit and overhead.
3. A Change Order is a written instrument prepared by the Contractor or Owner and signed by both parties, stating the agreement upon all of the following:
 - a. change in the Work;
 - b. the amount of the adjustment, if any, in the Contract Sum; and
 - c. the extent of the adjustment, if any, in the time to complete the Work.
4. The Contractor will have authority to order minor changes in the Work not inconsistent with the intent of this Agreement, which may result in an increase in the Contract Sum. Such changes shall be effected by written order by the Contractor and shall be binding on the Owner and Contractor.
5. Contractor may give Owner notice of a wage increase or the escalation in price materials, supplies, and services furnished by Contractor and request that Owner renegotiate the payment rates herein provided to compensate for such increase. If Owner and Contractor do not agree on new payment rates, Contractor shall have the right to terminate this Contract by written notice to Owner.

ARTICLE VI: TIME OF PERFORMANCE AND PAYMENT

1. Commencement of Work.

a. This Contract shall become effective upon execution. Subject to the terms and conditions hereof, Work shall be scheduled to commence on or about **August 20, 2012**; or when Contractor is reasonably satisfied that Owner has performed Owner's duties as set forth at Article III hereof so as to permit Contractor to commence Work, whichever is later.

b. Contractor shall achieve final completion of the Work no later than **10 days from Notice to Proceed to Work**; provided however, that Contractor shall be excused for any delay provided for elsewhere in this Contract or on account of union labor disputes, fire, unusual delay in delivery of materials, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control. In such event the times for performance of the Work shall be extended by the number of days the Work was or such other reasonable time as deemed necessary by Contractor.

2. Contract Price and Initial Payment. Owner shall pay to Contractor the Contract Sum of not to exceed **\$4,456.00** subject to any additions or deductions as provided for herein. All Change Orders will be billed as they are incurred.

3. Progress Payments. Contractor shall be entitled to monthly progress payments. Retainage of 5% for progress payments shall be paid when the next progress payment is made.

All payments are to be made within thirty-five (35) days of the date of Contractor's invoice

4. Acceptance of Work and Final Payment.

a. The Work shall be deemed to have been completed by the Contractor when (1) a Certificate of Occupancy is issued for the Project or, if no Certificate of Occupancy will be issued, the date the governing body overseeing the Work completes a final inspection of the Work. Contractor's responsibility to complete any "punch list" items shall be excluded in determining completion of the Work.

b. A final payment, constituting the entire unpaid balance of the Contract Sum plus any unpaid Change Orders and other sums to which Contractor is entitled hereunder, shall be made by Owner to Contractor when the Work has been performed by the Contractor and upon Contractor's delivery of a final invoice to Owner certifying that the Work has been completed and requesting final payment, excepting therefrom Contractor's responsibility to complete the items set forth in a punch list.

5. Late Payments: In the event Owner fails to make any payment due to Contractor under the terms of this Contract within forty-five (45) days of receipt of Contractor's invoice Contractor may, in addition to all other remedies provided for herein, suspend work until payment is made, terminate this Contract and/or recover from Owner payment for all Work, completed or uncompleted, and for any proven loss sustained to any materials, tools, equipment and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

6. Interest: Interest shall accrue on all sums due and unpaid under this Contract at 1.5% per month beginning forty-six (46) days from the date of Contractor's Invoice.

ARTICLE VII: INSURANCE

1. Owner:

a. Owner shall be responsible for purchasing and maintaining: (1) the Owner's usual liability insurance; and (2) property insurance upon the entire Project for the full insurable value thereof and for all risks. All such insurance shall include the Contractor and Subcontractors who shall be deemed to have an insurable interest and who shall be listed as additional insureds. Further, Owner waives all rights against Contractor for loss of use or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by or arising out of or resulting from fire or other peril, whether or not insured by Owner and loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by Owner during any partial utilization of the Project, after substantial completion of the Project or after final payment.

b. Any insurance policy maintained by Owner shall contain a provision or endorsement providing that coverage will not be canceled or materially changed without a minimum of thirty (30) days prior written notice to Contractor.

c. Owner shall deliver, upon execution hereof, a Certificate of Insurance evidencing the foregoing and acceptable to Contractor. Failure to deliver a Certificate of Insurance prior to commencement of construction shall entitle Contractor, in addition to other remedies hereunder, to purchase such insurance and bill such costs to Owner which shall be paid within forty-five (45) days of the date of Contractor's invoice.

ARTICLE VIII: SERVICE AND WARRANTIES

1. **Disclaimer of Warranties and Other Claims** - Limitation of Remedies.

THIS CONTRACT IS THE FINAL, COMPLETE AND EXCLUSIVE EXPRESSION OF OWNER AND CONTRACTOR'S AGREEMENT. ANY STATEMENT MADE BY CONTRACTOR'S AGENTS THAT DIFFER FROM THE TERMS OF THIS CONTRACT SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT. THE PARTIES AGREE THAT ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS CONTRACT AND FURTHER THAT THE REMEDIES OF OWNER AS DESCRIBED AT ARTICLE IX OF THIS CONTRACT ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES. CONTRACTOR EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONTRACTOR SHALL NOT BE HELD LIABLE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, TORTS, STRICT LIABILITY OR NEGLIGENCE.

ARTICLE IX: DEFAULT AND REMEDY

1. **Default.** Except in the case of Owner's failure to make payments as provided in Article VI, in the event of default, the non-defaulting party shall provide the other with written notice of default. In the event that the default is not cured within ten (10) days of the receipt by the defaulting party of the written notice of default, then, in addition to the option of terminating this Contract, the non-defaulting party shall have any and all remedies that may exist at law or in equity except as specifically limited hereunder. In the case of a default by Contractor which remains uncured, Owner shall in all events be limited in any recovery against Contractor to the Contract Sum set forth in Article VI of this Contract less the value of the Work performed. The non-defaulting party shall be entitled to recover reasonable attorney's fees incurred on account of the default.

2. **Dispute Resolution.** Any controversy or claim, arising out of this Agreement, its interpretation, enforcement or breach including, but not limited to, claims arising from tort, shall be settled by arbitration by a single arbitrator under the then current Construction Arbitration Rules of the American Arbitration Association. An arbitration proceeding is commenced upon one party serving by certified mail a demand for arbitration, setting forth the dispute(s) and requested relief. Upon commencement of an arbitration proceeding, the parties shall agree on the person that shall serve as the arbitrator for any dispute. The arbitration shall be private and will not be administered by any third party. The arbitrator shall render a written decision stating the reasons for the decision. Judgment upon the award rendered by the arbitrator shall be final and not be subject to any review or appeal. Judgment on the award may be entered in any court having jurisdiction. Arbitration shall take place in the County where the Project is situated. The arbitrator shall have no authority to enter a permanent injunction or to award punitive damages or consequential damages and shall award only compensatory damages. The arbitrator shall permit reasonable, limited discovery under the Minnesota Rules of Civil Procedure. The parties waive all right to have their claims heard in the court system and arbitration as provided herein shall be the sole remedy for all disputes between the parties. Arbitration must be commenced with six (6) months after the claim or controversy arises.

3. **Governing Law.** The validity, interpretation and enforcement of this Contract shall be governed by Minnesota law.

ARTICLE X: TERMINATION OR SUSPENSION OF THIS CONTRACT

1. The Contractor may terminate the Contract if the Work is stopped for a period of seven (7) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reasons.

- a. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- b. an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
- c. the Owner has failed to complete any of Owner's duties as set forth herein.

2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions by the Owner of any portion of the Work then remaining constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

3. If one of the reasons described in Paragraph 1 or 2 of this Article X exists, the Contractor may, upon seven (7) days' written notice to the Owner terminate the Contract and recover from the Owner payment for completed and uncompleted Work and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

ARTICLE XI: MISCELLANEOUS PROVISIONS:

1. **Waiver:** The failure of either party at any time to enforce any provision of this Agreement, exercise its rights under any provision, or require any certain performance of a provision, shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of a party thereafter to enforce the same or any provision hereof.

2. **Severability:** In the event any provision of this Contract is declared to be invalid or unenforceable, the remaining portions shall remain in full force and effect, except to the extent the declaration of invalidity defeats the purpose of the Contract, in which case the Contract will terminate.

3. **No Joint Venture:** The Parties agree that Contractor is an independent contractor and not a joint venturer with Owner in the Project.

4. **Execution of Documents.** All parties agree to execute any and all documents necessary to implement the full terms and conditions of this Contract.

5. **Owner's Covenant:** Owner covenants and guarantees to Contractor that Owner owns in fee simple the Project site on which Work will be performed.

6. **Title:** Title to all materials and equipment delivered to and forming part of the Project shall remain with and in Contractor until final payment is made.

7. **Entire Agreement.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, by and between Owner and Contractor.

7. PRE-LIEN NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

8. **UREA FORMALDEHYDE DISCLOSURE.** Minnesota law requires that the following warning be provided in the sale of buildings or building products containing Urea Formaldehyde. Many products, particularly particle board and plywood use formaldehyde-based glue in their sale manufacture. Persons who purchase and use products containing Urea Formaldehyde also have a responsibility to pass this warning on to their customers:

IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA AND A

VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective on the day first above written.

OWNER:

CITY OF WORTHINGTON

By: _____

Its: _____

CONTRACTOR:

SOUTHWEST BUILDING SPECIALISTS, INC.

By:  _____

Its:  _____

836198.1

ENGINEERING MEMO

DATE: AUGUST 24, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

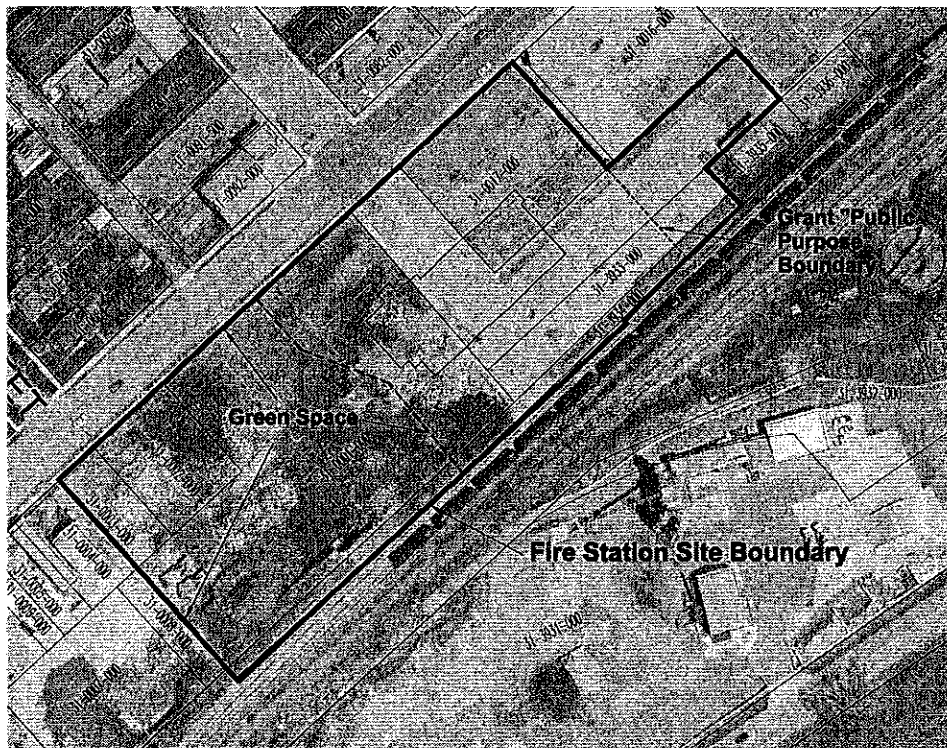
CONSENT AGENDA CASE ITEMS

1. APPROVE STORM WATER UTILITY CREDIT

At its February 23, 2004 meeting, the City Council adopted policies for adjustment of the Storm Water Utility Fees as provided for in the ordinance establishing the storm water utility and approved several credits. The ordinance also establishes that credits be reviewed regularly by City staff and recommendations be provided to the Council for final action.

The construction of the new fire station will result in the former open space, the former street right-of-way and former industrial parking lot all becoming part of the developed institutional site subject to storm water utility billing. Due to the size of the green space southwest of the fire station building and parking lots, the site is eligible for a 2.0 acre green space storm water utility credit. The net billable area based on the site being as shown below is 2.6 acres.

Staff recommends that Council approve a total credit of 2.0 acres for the fire station site (various parcels).



AGENDA CASE ITEMS

1. TH 59 NORTH INITIAL INFRASTRUCTURE IMPROVEMENTS

Plan Approval

Plans and specifications for the TH 59 North Initial Infrastructure Improvements project have been completed and approved by the Minnesota Department of Transportation. The improvements include construction of left and right turn lanes on TH 59 at BioScience Drive, realignment and widening of County Ditch 12 (CD 12), new TH 59 culverts at CD 12, installation of culverts for the future BioScience crossing of CD 12, extension of sewer and water mains on BioScience Drive from TH 59 west through CD 12, and construction of storm water retention basins west of CD 12 for flood mitigation for current and future storm water runoff. These improvements are shown on the map included as a separate attachment to the agenda.

The existing 10' x 10' TH 59 culvert at CD 12 will be replaced with 8' x 8' and 4' x 6' culverts. The combination of the in-line storage created by widening the ditch and the pond storage of runoff allows for a decrease in culvert cross-sectional area while still implementing the first step in an overall flood reduction plan. The BioScience Drive culverts will be larger (10' x 8' and 10' x 7') to equalize the CD 12 in-line storage and water elevations.

The sanitary sewer will be a 24" trunk line intended to serve the area north of I-90 and south of 27th Street through Diagonal Road. The water main will be 12" to help ensure availability of local fire flow and is larger than indicated necessary in the master water system plan. The water main along TH 59 is also being replaced to lower it at the new CD 12 location and to raise it at the former CD 12 location and provide a new main under the BioScience Drive intersection.

The project includes only the intersection of BioScience Drive and TH 59 and does not include a westerly street extension of BioScience Drive although the culvert installation at CD 12 is included.

Construction will be allowed to begin this fall; however, TH 59 will not be allowed to be closed until after the County overlays the detour route next spring. Work that can, but need not, begin this fall includes grading and utilities outside the TH 59 roadbed. All work is to be completed by the end of September of 2013.

Engineering Agreement

As Council is aware, the project plans were developed by Bolton and Menk. The original

contract assumed the installation of bridges for the highway and street crossings of CD 12. The bridges were indicated necessary by initial flood mitigation study. In the process of analyzing these crossings as part of an overall flood mitigation effort, Bolton and Menk determined it was more appropriate and cost effective to implement storage in advance of the crossings and install culvert crossings. Although design continued through completion of plans, the design contract has not been amended to reflect the change in scope. Exhibit 1 includes proposed Amendment No. 1 to the 2010 Bolton and Menk contract. This amendment eliminates the bridge design and adds in pond design, site grading and culvert design. The amendment also defines certain extra services found necessary during design and establishes the cost for geotechnical services which was previously estimated to be \$22,000. The net change in the amount of not to exceed and estimated fees excluding soil exploration fees is -\$45,370. As a result of Amendment 1, the net change in all fees including geotechnical services is -\$67,370.

Exhibit 1 also includes Amendment No. 2 to the 2010 Bolton and Menk contract. This amendment adds construction phase services including staking, resident representation and material testing. Amendment No. 2 also adds bidding phase services. The total estimated fees for these services is \$301,320.

Proposed Amendment No. 3 adds services to further define the flood mitigation improvements needed upstream (south) of Interstate 90. The study as completed to date by Bolton and Menk satisfied the need to ensure the proposed alterations of CD 12 and ditch crossings involved in the TH 59 improvements project are the appropriate components of an overall flood mitigation plan. Although the study did identify the components of the overall plan, it is found that it will be beneficial for the master plan to outline additional definition of the channel and storage improvements required between Interstate 90 and the westerly Oxford Street crossing of CD 12. While the study includes the information needed to determine elements such as channel dimensions and right-of-way requirements, having such information readily available in a study document will aid in planning for the projects and preparing for their implementation. The total fees for the study enhancements is \$15,840.

Summary of the Engineering Contract and Amendments

2010 Contract:	\$280,720	
Estimated Geotechnical Services:	<u>\$22,000</u>	
Design Budget:	\$302,720	(Rounded to \$305,000)
Amendment No. 1:	-\$45,370	
Less Geotechnical Allowance:	-22,000	(Included in Amendment 1)
Amendment No. 3	<u>\$15,840</u>	
Current Design Costs	\$251,190	
Est. Construction Fees	<u>\$301,320</u>	
Total Engineering	\$552,510	

Project Costs and Financing

The project is to be funded utilizing local, Transportation Economic Development Program (TED), and MnDOT District 7 Highway funds. The TED grant program involves both MnDOT and Minnesota Department of Employment and Economic Development (DEED) funding. The MnDOT funding program allows participation of up to 70% of trunk highway improvements while the DEED funding is for up to 50% of infrastructure improvement costs that are not related to the trunk highway. The mechanism for providing the MnDOT funding is a cooperative construction agreement between the City and MnDOT which is similar to those between the City and MnDOT for the Ryan's Road/Ray Drive projects and the TH 60 projects. The DEED funding is through a grant established in a grant agreement between the City and DEED similar to those used for the BioScience Industrial Park infrastructure improvements and the Campbell Soup site redevelopment grants.

The total estimated project cost including all engineering and contingencies is \$4,171,690. Funding is projected to be as follows:

	Without Contingencies	With Contingencies ¹
MnDOT TED	\$1,851,782.52	\$2,050,000
MnDOT D7	\$100,000.00	\$100,000
DEED	\$500,000.00	\$500,000
CITY	<u>\$1,316,678.48</u>	<u>\$1,521,690</u>
	\$3,768,461.00	\$4,171,690

¹ The contingency assumes an equal distribution of costs increases in all construction categories.

A more detailed cost distribution worksheet is included as a separate attachment to the agenda.

The original budget submitted at the time the TED grant was applied for was \$4,720,000 plus \$305,000 for design engineering. The project budget did not include the costs of the BioScience Drive culverts (previously anticipated to also be a bridge) at CD 12. City Council committed \$1,400,000 of local funds to the project at its February 14, 2011 meeting. Hospital Legacy Funds have been designated as the source for the local funding. The \$1,400,000 local commitment is in addition to the \$305,000 committed for design engineering prior to apply for the TED funding.

MnDOT Cooperative Agreement

Included as a separate attachment to the agenda is the proposed cooperative construction agreement between the City and MnDOT. The agreement establishes the construction items and quantities that MnDOT will fund at 70%, provides for a lump sum payment of 12% for design engineering and 8% for construction engineering, provides for an additional lump sum payment of \$100,000 for District 7's contribution, assigns responsibility for maintenance, requires the City to provide necessary right-of-way and convey that needed for TH right-of-way to MnDOT, and outlines certain other conditions the City must meet in contracting for and constructing the project. Key items in the agreement include:

State's ability to terminate due to lack of funds or suspend due to government shutdown.

The City must maintain the ponds, BioScience Drive and all of its utilities.

MnDOT will maintain ownership and responsibility for TH 59.

MnDOT maintains right to control the work being completed on TH 59.

City must convey the right-of-way to MnDOT needed to control and maintain the TH 59 culverts.

MnDOT will provide 50% payment at the time of bid award and the remainder after 50% of the work has been completed, subject to the City satisfying certain requirements. Payments will be based on bids received.

DEED Grant Agreement

The DEED grant agreement has not been finalized at this time. The grant agreement will be the current TED version of the GO Bond Proceeds Grant Agreement for Program Construction Grants. In general, the nature and terms of the agreement will be the same as used most recently on the Campbell Soup Site redevelopment grant. The City will need to record a declaration prohibiting the sale of the property which the improvements will be constructed on without DEED approval for the useful life of the property. The legal description of the property will fully encompass the ditch, ponds and street right-of-way. State prevailing wage requirements will apply due to both the MnDOT and DEED funding. The assignment of funding participation is anticipated to be the same or similar to that outlined on the detailed cost distribution worksheet provided as a separate enclosure to the agenda. It is anticipated that the agreement will be presented for Council approval prior to or at the time project bids are considered.

Recommendations

Staff recommends the following:

That Council approve the plans and specifications for the TH 59 North Initial Infrastructure Improvements project and authorize advertisement for bids to be received on September 24, 2012 and considered at the council meeting that evening. Award will need to be subject to MnDOT approval.

That Council authorize execution of Amendments 1 through 3 to the agreement between the City and Bolton and Menk dated October 25, 2010 for engineering and other professional services.

That Council authorize execution of the MnDOT cooperative construction agreement by passing the resolution included in Exhibit 1.

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
TH 59 NORTH INDUSTRIAL/COMMERCIAL PARK - 2010
CITY OF WORTHINGTON, MINNESOTA**

WHEREAS, BOLTON & MENK, Inc., 219 North Main Street, Fairmont, Minnesota ("CONSULTANT") prepared an agreement dated October 25, 2010 for engineering and other professional services ("Master Agreement") related to the TH 59 North Industrial/Commercial Park Improvements for the CITY OF WORTHINGTON, 303 Ninth Street, Worthington, MN 56187 ("CLIENT"); and,

WHEREAS, after completion of the Hydrologic/Hydraulic Review and Analysis and selection of a preferred option by the CLIENT, the Master Agreement requires CONSULTANT to provide an updated hourly not to exceed fee for the selected modified Basic Services and Additional Services.

NOW, THEREFORE, the CLIENT and CONSULTANT, for the consideration hereinafter named, agree to this Amendment No. 1 as follows:

1. Exhibit I is modified to delete Item I.A.2.Task IV – Preliminary Bridge Design (TH 59 and BioScience Drive) and to delete Item I.A.3.Task IX – Final Bridge Design (TH 59 and BioScience Drive)
2. Exhibit I is modified to add and authorize the following services as Section I.B Additional Services. These authorized additional services are generally described as follows:
 - 2a. Box culvert design, details and specification for the TH 59 and BioScience Drive box culverts;
 - 2b. Pond layout and design in accordance with the recommendations of the hydraulic report prepared as part of this project. This item also includes the necessary storm sewer inlet and piping design, grading plan for excess material, Storm Water Pollution Prevention Plan, details and specifications;
 - 2c. Prepare and attend a special ditch hearing regarding the relocation of County Ditch 12 as required by Minnesota Statute 103E. This item includes coordination with the Watershed District, Nobles County and MN/DOT; special ditch report and Attorneys determination of jurisdiction regarding the ditch relocation procedure;
 - 2d. Wetland delineation of the triangular shaped property located on the east side MTH 59 to accommodate the new location of County Ditch 12;
 - 2e. Prepare an Environmental Assessment Worksheet for sanitary sewer extension. Due to the ultimate capacity of the proposed sanitary sewer, this item is required by MPCA to extend the 24" diameter sanitary sewer as proposed by the improvement project;
 - 2f. Prepare a survey drawing and legal description for three parcels (Gravon, Ling and B&J Oil Company properties) that the City of Worthington must acquire to construction this project;
 - 2g. Geotechnical Services as required for final design of the box culverts, MTH 59 pavement section and pond layout/grading area;
 - 2h. Survey services to provide limits of right-of-way coordination of utility relocation along MTH 59 in preparation for future construction;

3. Change Paragraph III. A.3 Master Agreement, COMPENSATION FOR SERVICES, to delete Item III.A.3b.Task IV Preliminary Bridge Design- TH 59 (\$13,140) and Task IV(a) Preliminary Bridge Design – BioScience Drive (\$13,000); and delete Item III.A.3c.Task IX Final Bridge Design – TH 59 (\$82,380) and Task IX(a) Final Bridge Design – BioScience Drive (\$35,000).
4. Change Paragraph III.A.4 Master Agreements, COMPENSATION FOR SERVICES, to add the following nine subparagraphs a through h.
 - 4a. Box culvert design, details and specifications for TH 59 and BioScience Drive shall be performed on an hourly basis and total fee for these services **shall not exceed \$21,300.00.**
 - 4b. Pond layout, site grading and storm sewer design, including erosion control items, details and specifications shall be performed on an hourly basis and total fee for these services **shall not exceed \$46,700.00.**
 - 4c. Prepare and attend special ditch hearing for the relocation of County Ditch 12. This work to be performed on an hourly basis and total fee for this service **shall not exceed \$8,650.00.**
 - 4d. Wetland delineation services shall be performed on an hourly basis and total fee **shall not exceed \$2,600.00.**
 - 4e. Prepare an Environmental Assessment Worksheet as required for the extension of the 24" diameter sanitary sewer. This service shall be performed on an hourly basis and total fee **shall not exceed \$5,200.00.**
 - 4f. Prepare survey drawing and legal description for the Gravon, Ling and B&J Oil properties. These services shall be performed on an hourly basis and total fee **shall not exceed \$1,400.00.**
 - 4g. Geotechnical Services as related to the pavement design, box culvert design, pond layout and grading design shall be performed on an hourly basis and total fee **shall not exceed \$11,000.00.**
 - 4h. Survey services to provide limits of right-of-way along MTH 59 (east side) shall be performed on an hourly basis and total fee **shall not exceed \$1,300.00.**
5. No change is made in the 2010 Hourly Billing Rates itemized in Section III. A.1 of the Master Agreement and these rates shall apply to all work by CONSULTANT to be performed under this Amendment No. 1.
6. The Project Schedule is subject to the submittal requirements of any involved funding agencies and the availability of state, federal and local funding from the CLIENT. It is the intent of the parties that the design services should progress in anticipation of bidding during the 2012 construction season and CONSULTANT is authorized to commence all authorized services upon execution of this Amendment.
7. Section IV.J of Master Agreement is modified to read: "The Agreement will remain in effect for three years after execution of this Agreement No. 1 and may be subsequently extended upon mutual agreement of both parties."

8. All provisions of the Master Agreement shall apply to this Amendment No. 1 except as specifically modified herein.

The Master Agreement for Professional Services, cited herein, is made a part of this Amendment as if directly attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their behalf this _____ day of _____, 2012.

CLIENT: City of Worthington, Minnesota

CONSULTANT: Bolton & Menk, Inc.

BY:

BY:

Printed Name

Title

Bruce D. Firkins, PE LS

Vice President

Printed Name

Title

Signature

Date

Signature

Date

ATTEST:

Printed Name

Title

Signature

Date

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
TH 59 NORTH INDUSTRIAL/COMMERCIAL PARK - 2010
CITY OF WORTHINGTON, MINNESOTA**

WHEREAS, BOLTON & MENK, Inc., 219 North Main Street, Fairmont, Minnesota ("CONSULTANT") prepared an agreement dated October 25, 2010 for engineering and other professional services ("Master Agreement") related to the TH 59 North Industrial/Commercial Park Improvements for the CITY OF WORTHINGTON, 303 Ninth Street, Worthington, MN 56187 ("CLIENT"); and,

WHEREAS, the CLIENT requires bidding and construction phase services including construction contract administration, resident project representation, and construction staking to be considered as additional services.

NOW, THEREFORE, the CLIENT and CONSULTANT, for the consideration hereinafter named, agree to this Amendment No. 2 as follows:

1. All provisions of the Master Agreement shall apply to this Amendment No. 2 except as specifically modified herein.
2. Exhibit I (of master agreement) is modified to add and authorize the following services as Section I.B Additional Services. These authorized additional services are generally described as follows:
 - a. The CLIENT authorizes the CONSULTANT to perform additional services as necessary to complete the bidding phase of the work.
 - b. The CLIENT authorizes the CONSULTANT to provide the following construction phase services:
 - i) CONSULTANT shall attend and assist with a preconstruction conference to be attended by CLIENT'S representatives, contractors and any affected utility companies.
 - ii) CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the contractor.
 - iii) CONSULTANT shall consult with and advise the CLIENT and act as the CLIENT'S construction representative as provided in construction documents.
 - iv) CONSULTANT shall make visits to the site as necessary to observe the progress and quality of the executed work of the contractors and the crewmen, and determine, in general, if such work is proceeding in accordance with the contract documents.
 - v) CONSULTANT shall review the contractor's requests for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such

- written documentation as may be available to the CONSULTANT at the time of review.
- vi) CONSULTANT shall assist in the preparation of weekly and monthly State progress reports as required by Mn/DOT.
 - vii) CONSULTANT shall assist the CLIENT in coordinating on-site testing activities. An allowance for material testing has been included with the construction phase services of this agreement.
 - viii) CONSULTANT shall conduct a final inspection of the project in the presence of the CLIENT and appropriate State representatives to determine, in general, conformance with contract document completion requirements and to assist in evaluation of final payment request for the contractor and State reimbursement requirements.
- c. In addition to basic construction phase services, the CLIENT authorizes CONSULTANT to provide resident project representation (RPR) as described in Exhibit I to this Amendment.
- i) CONSULTANT will assist in preparation of record drawings of utilities and other improvements based on information obtained during its observations and information provided by the CLIENT and contractor. At the preference of the CLIENT, revisions can be made either to the paper or CAD versions of the original plans.
 - ii) CONSULTANT will assist CLIENT in maintaining documentation as may be required by Mn/DOT.
- d. CLIENT authorizes CONSULTANT to provide construction staking and to furnish necessary equipment and supplies to establish grade and line stakes for contractor's guidance in construction of the project and in accordance with requirements of the contract documents. Construction surveying services are generally assumed to include the following:
- i) Establishing control points and benchmarks.
 - ii) Staking of right-of-way limits and approximate construction limits.
 - iii) Staking pond, ditch and grading limits and finish grade verification.
 - iv) Staking of watermain, sanitary and storm sewer structures and centerline offsets at approximately 50 foot intervals.
 - v) Staking of pond tile and pipe drain along TH 59.
 - vi) Establishment of alignment and grade control line at centerline and edge of pavement at 50 foot spacing with intermediate stakes as necessary.
 - vii) Rough cuts/fill stakes on centerline of roadway and along centerline of drainage ditches. It is anticipated that stakes will be established at top of finished sub base.
 - viii) Staking control for box culverts at TH 59, BioScience Drive and as required for smaller culverts at BioScience Drive intersection.

- ix) "Bluetop" finish grade stakes at top of subgrade, select borrow, aggregate base and open graded base.
 - x) Staking of pavement edges as necessary for contractor to establish string line control for paving and trimming equipment at 25 foot intervals. Total number of alignments necessary will be dependent on contractors paving and trimming methods.
 - xi) And additional miscellaneous staking as may be necessary for control of the construction, quantity control and measurements and completion of improvements.
3. Change Paragraph III.A.4 Maser Agreements, COMPENSATION FOR SERVICES, to add the following three subparagraphs n through p:
- 4n. Bidding services shall be provided on an hourly basis in accordance with the rates described herein. Based upon the anticipated scope of services, **the estimated cost of bidding services is \$5,000.00.**
 - 4o. Construction phase services, including contract administration, resident project representation (RPR) and material testing, shall be provided on an hourly basis in accordance with the rates described herein. Based upon anticipated scope, as summarized herein, **the estimated cost of construction phase services is \$231,000.00.**
 - 4p. Construction staking services shall be provided on an hourly basis in accordance with the rates described herein. Based upon anticipated scope of staking, as summarized herein, **the estimated cost of construction staking is \$65,320.00.**

The Master Agreement for Professional Services, cited herein, is made a part of this Amendment as if directly attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their behalf
this _____ day of _____, 2012.

CLIENT: City of Worthington, Minnesota

CONSULTANT: Bolton & Menk, Inc.

BY:

BY:

Printed Name

Title

Bruce D. Firkins, PE LS Vice President
Printed Name Title

Signature

Date

Signature

Date

ATTEST:

Printed Name

Title

Signature

Date

EXHIBIT I

AMENDMENT NO. 2 RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.
- 12. Completion:
 - a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
 - c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
TH 59 NORTH INDUSTRIAL/COMMERCIAL PARK - 2010
CITY OF WORTHINGTON, MINNESOTA**

WHEREAS, BOLTON & MENK, Inc., 219 North Main Street, Fairmont, Minnesota ("CONSULTANT") prepared an agreement dated October 25, 2010 for engineering and other professional services ("Master Agreement") related to the TH 59 North Industrial/Commercial Park Improvements for the CITY OF WORTHINGTON, 303 Ninth Street, Worthington, MN 56187 ("CLIENT"); and,

WHEREAS, The US 59 Transportation Economic Development (TED) grant project included a hydrologic and hydraulic analysis of the flood prone Okabena Creek or Nobles County Ditch 12 (CD 12). That report, entitled "Industrial Park Drainage and Flood Mitigation Study for Nobles County Ditch 12", and Dated February 6, 2012, hereinafter called the Current Report, necessarily included the analysis the upstream flood prone CD12 corridor from the diversion structure at Whiskey Ditch through the US 59 crossing.

WHEREAS, the Current Report noted that the proposed ditch realignment, culverts and retention ponds would allow continued development of the North Industrial Park without increasing the flows downstream, but did very little to alleviate the recurrent flooding in CD 12 upstream (south) of I-90. The Current Report recommended several independent upstream hydraulic enhancements that should be taken in sequence to ensure continued protection throughout the upstream corridor.

WHEREAS, the City of Worthington recognized the value of expanding the study of CD12 to include:

- A more detailed hydrologic and hydraulic analysis of the corridor.
- A recommended sequence of improvements.
- The flood protection afforded by each subsequent improvement.
- Detailed opinions of probable cost of each proposed improvement.
- A comprehensive report on the study findings and costs.
- Presentation of the study to the City Council.

NOW, THEREFORE, the CLIENT and CONSULTANT, for the consideration hereinafter named, agree to this Amendment No. 3 as follows:

1. Exhibit I is modified to add and authorize the following services as Section I.B Additional Services. These authorized additional services are generally described as follows:
 - 1.1. Expanding the current hydrologic and hydraulic model of the 1% (100-year) rainfall event in the CD 12 corridor between Whiskey Ditch and I-90 in order to evaluate the flood protection impacts of the sequenced improvements recommended in the Current Report.
 - 1.2. Determine the best sequence of improvements to allow improved flood protection without increasing the potential for flood damage elsewhere in the corridor.
 - 1.3. Prepare detailed Opinions of Probable Cost for each individual sequenced improvement.
 - 1.4. Prepare a summary report of the findings, recommendations and Opinions of Probable cost.
 - 1.5. Present the report and its findings to City Staff and the City Council for their consideration and acceptance.

- 1.6. If deemed necessary, modify the report to include viable considerations of City staff and/or the City Council.
2. Change Paragraph III.A.4 Master Agreements, COMPENSATION FOR SERVICES, to add the following subparagraph i. through j.
- 4i. Update and calibrate the current AutoDesk SSA model of the study corridor to include the US 59 Improvements as existing conditions. The total fee for updating and calibrating the current model **shall not exceed \$1,150.00**
- 4j. Use the updated model to analyze and recommend subsequent flood mitigation improvements to the corridor. The analysis will include a recommended sequencing to limit the possibility of relocating flood problems elsewhere. The total fee for the modeling and sequencing recommendation work **shall not exceed \$3,950.00**
- 4k. Prepare a comprehensive study report detailing:
- Each recommended flood mitigation improvement, including
 - Pond sizes and water quality opportunities (for potential grants)
 - Culvert size recommendations
 - Channel cross section requirements
 - The recommended sequencing
 - The anticipated flood protection associated with each sequential improvement
 - The land acquisition requirements
 - Separate opinions of probable cost, including the necessary land acquisition or easement acquisition costs based on current county appraisal values.
- The CLIENT will provide the appraised values for all land acquisition or easement acquisition parcels for the CONSULTANT'S use in preparing Opinions of Probable cost. The total fee for this study report **shall not exceed \$5,450.00**
- 4l. Attend staff, agency, City Council and/or public informational meetings to discuss or present the study parameters, progress, results, recommendations and costs. For estimating purposes, this task is limited to 3 separate meetings/presentations. Additional requested meetings will be charged at our regular hourly rates for the personnel requested to attend the meeting. The total fee for meeting time associated with the work of this Amendment No. 3 **shall not exceed \$2,750.00**
- 4h. Miscellaneous survey services to verify various culvert sizes, invert elevations, roadway overtopping elevations, threatened building low floor elevations, etc. are anticipated to be performed by the City of Worthington. If the Consultant is requested to provide these services, it shall be performed on an hourly basis. For estimating purposes, this task is limited to two separate days of site visits by our survey staff for miscellaneous surveys. Fees for miscellaneous surveys as described herein **shall not exceed \$2,540.00**
5. No change is made in the 2010 Hourly Billing Rates itemized in Section III. A.1 of the Master Agreement and these rates shall apply to all work by CONSULTANT to be performed under this Amendment No. 1.

6. It is the intent of the parties that the final study report described herein will be fully complete and accepted by the City Council on or before December 15, 2012.
7. Section IV.J of Master Agreement is modified to read: "The Agreement will remain in effect for three years after execution of this Amendment No. 3 and may be subsequently extended upon mutual agreement of both parties."
8. All provisions of the Master Agreement shall apply to this Amendment No. 3 except as specifically modified herein.

The Master Agreement for Professional Services, cited herein, is made a part of this Amendment as if directly attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their behalf
this _____ day of _____, 2012.

CLIENT: City of Worthington, Minnesota

CONSULTANT: Bolton & Menk, Inc.

BY:

BY:

Printed Name

Title

Signature

Date

William R. Douglass, PE

Principal

Printed Name

Title

Signature

Date

8/23/12

ATTEST:

Printed Name

Title

Signature

Date

CITY OF WORTHINGTON

RESOLUTION

IT IS RESOLVED that the City of Worthington enter into Mn/DOT Agreement No. 01704 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the grading, concrete and bituminous surfacing, pond, drainage ditch and Bridge No. 53X07 construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 59 from 0.21 miles north of Trunk Highway No. 90 to 27th Street North within the corporate City limits under State Project No. 5304-37.

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Worthington at an authorized meeting held on the 27th day of August, 2012, as shown by the minutes of the meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

Subscribed and sworn to before me this
_____ day of _____ 2012

Notary Public _____

My Commission Expires: _____

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADVANCED PUBLIC SAFETY INC	8/17/12	CIGARETTE LIGHTER CABLE PO	GENERAL FUND	POLICE ADMINISTRATION	338.10
				TOTAL:	338.10
ARTSPOWER	8/17/12	DEPOSIT MY HEART IN A SUIT	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	800.00
				TOTAL:	800.00
C&S CHEMICALS INC	8/17/12	4,247 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,287.92
				TOTAL:	5,287.92
CELLEBRITE USA	8/17/12	SOFTWARE UPGRADE	GENERAL FUND	POLICE ADMINISTRATION	999.00
				TOTAL:	999.00
COOPERATIVE ENERGY CO- ACCT# 05412019	8/17/12	UNLEADED GAS	WATER	O-PUMPING	19.01
	8/17/12	UNLEADED GAS	WATER	M-TRANS MAINS	18.74
				TOTAL:	37.75
CULLIGAN WATER COND CO	8/17/12	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	54.00
	8/17/12	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	11.00
	8/17/12	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	8/17/12	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	8/17/12	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	8/17/12	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	12.00
				TOTAL:	118.00
DAKOTA SUPPLY GROUP INC	8/17/12	SPARE WELL PUMP	WATER	FA WELLS & SPRINGS	5,681.48
				TOTAL:	5,681.48
DAVIS TYPEWRITER CO INC	8/17/12	ENVELOPES	GENERAL FUND	POLICE ADMINISTRATION	100.91
	8/17/12	BINDERS	GENERAL FUND	POLICE ADMINISTRATION	5.03
	8/17/12	3 RING BINDER	GENERAL FUND	POLICE ADMINISTRATION	3.80
	8/17/12	CD'S. DVD'S AND DVD-R	GENERAL FUND	SECURITY CENTER	52.66
	8/17/12	CD'S. DVD'S AND DVD-R	GENERAL FUND	SECURITY CENTER	52.67
	8/17/12	LETTER FILES	GENERAL FUND	SECURITY CENTER	23.15
	8/17/12	LETTER FILES	GENERAL FUND	SECURITY CENTER	23.15
	8/17/12	PAPER, BINDER CLIPS	GENERAL FUND	SECURITY CENTER	167.05
	8/17/12	PAPER, BINDER CLIPS	GENERAL FUND	SECURITY CENTER	167.05
	8/17/12	3 RING INDEXES	GENERAL FUND	SECURITY CENTER	4.30
	8/17/12	3 RING INDEXES	GENERAL FUND	SECURITY CENTER	4.31
	8/17/12	POST-ITS, STAPLES, CLIP BI	GENERAL FUND	SECURITY CENTER	24.04
	8/17/12	POST-ITS, STAPLES, CLIP BI	GENERAL FUND	SECURITY CENTER	24.04
	8/17/12	PRTECTOR SHEETS	GENERAL FUND	SECURITY CENTER	2.10
	8/17/12	PRTECTOR SHEETS	GENERAL FUND	SECURITY CENTER	2.10
	8/17/12	LEGAL PADS, FOLDERS	GENERAL FUND	SECURITY CENTER	19.05
	8/17/12	LEGAL PADS, FOLDERS	GENERAL FUND	SECURITY CENTER	19.06
	8/17/12	VELLUM	GENERAL FUND	SECURITY CENTER	5.41
	8/17/12	VELLUM	GENERAL FUND	SECURITY CENTER	5.41
				TOTAL:	705.29
DEPUTY REGISTER #33	8/17/12	REGISTER FORFEITED 8 VEHIC	GENERAL FUND	POLICE ADMINISTRATION	166.00
				TOTAL:	166.00
ECHO GROUP INC	8/17/12	BULBS FOR PLANT	MUNICIPAL WASTEWAT	O-PURIFY MISC	77.12
	8/17/12	SURGE PROTECTORS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	127.87
				TOTAL:	204.99
ELECTRIC MOTOR CO	8/17/12	REPAIR MOTOR	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	48.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	48.00
FALLS PRO SOUND	8/17/12	SPEAKER CABLE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	99.00
	8/17/12	PHILMORE PANEL MOUNT RCA	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	60.00
				TOTAL:	159.00
FASTENAL COMPANY	8/17/12	ORCHARD KNOLL PARK PARTS	RECREATION	PARK AREAS	9.81
				TOTAL:	9.81
FLEXIBLE PIPE TOOL CO	8/17/12	RAPO MANHOLE COVER CUSHION	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	158.25
				TOTAL:	158.25
FORSGREN ASSOCIATES INC	8/17/12	PROFESSIONAL SERVICES	INDUSTRIAL WASTEWAT	2011 INDUSTRIAL WWTP I	300.00
				TOTAL:	300.00
GCC -CONSOLIDATED READY MIX INC	8/17/12	REPAIRS	GENERAL FUND	PAVED STREETS	319.57
	8/17/12	REPAIRS	WATER	M-TRANS MAINS	73.73
				TOTAL:	393.30
GRAHAM TIRE OF WORTHINGTON INC	8/17/12	TIRE REPAIR	RECREATION	GOLF COURSE-GREEN	18.49
	8/17/12	TIRE REPAIR	RECREATION	GOLF COURSE-GREEN	17.64
				TOTAL:	36.13
HACH COMPANY	8/17/12	TESTING PACKETS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	106.63
				TOTAL:	106.63
HY-VEE INC-61705	8/17/12	AWARD RECOGNITION	GENERAL FUND	MAYOR AND COUNCIL	185.53
				TOTAL:	185.53
INTL UNION LOCAL #49	8/17/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	48.89
	8/17/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	61.49
	8/17/12	UNION DUES	RECREATION	NON-DEPARTMENTAL	58.24
	8/17/12	UNION DUES	RECREATION	NON-DEPARTMENTAL	48.75
	8/17/12	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	11.55
	8/17/12	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	8.49
	8/17/12	UNION DUES	WATER	NON-DEPARTMENTAL	83.72
	8/17/12	UNION DUES	WATER	NON-DEPARTMENTAL	97.50
	8/17/12	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	97.65
	8/17/12	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	93.48
	8/17/12	UNION DUES	ELECTRIC	NON-DEPARTMENTAL	9.70
	8/17/12	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	12.82
	8/17/12	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	11.95
	8/17/12	UNION DUES	AIRPORT	NON-DEPARTMENTAL	2.43
	8/17/12	UNION DUES	AIRPORT	NON-DEPARTMENTAL	3.34
				TOTAL:	650.00
JERRY'S AUTO SUPPLY	8/17/12	HOSE FOR JET	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	134.22
				TOTAL:	134.22
JSA SERVICES	8/17/12	TRIFOLD TOWELS	LIQUOR	O-GEN MISC	9.62
	8/17/12	MATS	LIQUOR	O-GEN MISC	423.23
				TOTAL:	432.85
LAW ENF LABOR SERV INC #4	8/17/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	479.67
	8/17/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	524.67
				TOTAL:	1,004.34

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARCO	8/17/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	50.23
	8/17/12	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	50.24
	8/17/12	SERVICE/SUPPLY CONTRACT	WATER	ACCTS-RECORDS & COLLEC	2.71
	8/17/12	CONTRACT BASE CHARGE	WATER	ACCTS-RECORDS & COLLEC	16.50
	8/17/12	SERVICE/SUPPLY CONTRACT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	2.70
	8/17/12	CONTRACT BASE CHARGE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	16.50
	8/17/12	SERVICE/SUPPLY CONTRACT	ELECTRIC	ACCTS-RECORDS & COLLEC	5.41
	8/17/12	CONTRACT BASE CHARGE	ELECTRIC	ACCTS-RECORDS & COLLEC	33.00
	8/17/12	MONTHLY SERVICE	DATA PROCESSING	COPIER/FAX	65.18
TOTAL:					242.47
MASS MARKETING INC	8/17/12	AD	LIQUOR	O-GEN MISC	180.00
	TOTAL:				180.00
MINNESOTA BENEFIT ASSOCIATION	8/17/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	68.70
	8/17/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.92
	8/17/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	59.44
	8/17/12	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	62.80
	8/17/12	INSURANCE	GENERAL FUND	MAYOR AND COUNCIL	314.84
	8/17/12	INSURANCE	GENERAL FUND	ACCOUNTING	467.68
	8/17/12	INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	177.34
	8/17/12	INSURANCE	GENERAL FUND	PAVED STREETS	160.01
	8/17/12	INSURANCE	GENERAL FUND	SIGNS AND SIGNALS	122.16
	8/17/12	INSURANCE	GENERAL FUND	CODE ENFORCEMENT	193.34
	8/17/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	29.64
	8/17/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	8/17/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	5.11
	8/17/12	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	8/17/12	INSURANCE	RECREATION	PARK AREAS	188.63
	8/17/12	INSURANCE	RECREATION	TREE REMOVAL	4.71
	8/17/12	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	8/17/12	MN BENEFITS	WATER	NON-DEPARTMENTAL	13.21
	8/17/12	INSURANCE	WATER	O-PUMPING	60.75
	8/17/12	INSURANCE	WATER	O-PURIFY LABOR	81.95
	8/17/12	INSURANCE	WATER	O-DISTR MISC	43.39
	8/17/12	INSURANCE	WATER	M-SOURCE WELLS & SPRNG	3.86
	8/17/12	INSURANCE	WATER	M-TRANS MAINS	1.45
	8/17/12	INSURANCE	WATER	M-TRANS HYDRANTS	1.93
	8/17/12	INSURANCE	WATER	GENERAL ADMIN	31.33
	8/17/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	62.63
	8/17/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	60.79
	8/17/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	68.82
	8/17/12	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	67.09
	8/17/12	INSURANCE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	13.61
	8/17/12	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	95.16
	8/17/12	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	8/17/12	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	85.07
	8/17/12	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.06
	8/17/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	8/17/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	8/17/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	8/17/12	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	2.92
	8/17/12	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	8/17/12	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	8/17/12	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	8/17/12	INSURANCE	ELECTRIC	GENERAL ADMIN	152.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.12
	8/17/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.96
	8/17/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.05
	8/17/12	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.78
	8/17/12	INSURANCE	STORM WATER MANAGE	STREET CLEANING	77.84
	8/17/12	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	25.55
	8/17/12	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	25.55
	8/17/12	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	8/17/12	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	10.21
	8/17/12	INSURANCE	DATA PROCESSING	DATA PROCESSING	80.35
				TOTAL:	3,349.34
MINNESOTA ENERGY RESOURCES CORP	8/17/12	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	41.75
	8/17/12	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	20.41
	8/17/12	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	20.50
	8/17/12	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	106.91
	8/17/12	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	726.00
				TOTAL:	915.57
MISCELLANEOUS V GAISER FLORENCE	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
GRIPFITH RANDY	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
LIVINGSTON BRUCE	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
MEYER CLINT	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
PRATT WILLIAM	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
RALL MARV	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
REDENIUS NORMAN	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
STEFFL NEAL	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
VELA MARIA	8/17/12	REFUND SHELTER DEPOSIT	RECREATION	NON-DEPARTMENTAL	25.00
WHEELER ASHLEY	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WINTER CHARLES	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
WOITALEWICZ MARK & AMY	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WOLYNIEC GEORGE & PAUL	8/17/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
				TOTAL:	880.00
MISSOURI RIVER ENERGY SERVICES	8/17/12	LEGAL SEMINAR	ELECTRIC	ADMIN OFFICE SUPPLIES	75.00
				TOTAL:	75.00
MN CHILD SUPPORT PAYMENT CTR	8/17/12	GARNISHMENT	RECREATION	NON-DEPARTMENTAL	24.41
	8/17/12	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	318.87
MORRIS ELECTRONICS INC	8/17/12	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	21.88
	8/17/12	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	13.13
	8/17/12	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	13.13
	8/17/12	SYMANTEC UPGRADE	WATER	ACCTS-RECORDS & COLLEC	77.73
	8/17/12	SYMANTEC UPGRADE	WATER	ACCTS-RECORDS & COLLEC	109.90
	8/17/12	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	35.00
	8/17/12	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	21.87
	8/17/12	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	13.12
	8/17/12	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	13.12
	8/17/12	SYMANTEC UPGRADE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	77.72
	8/17/12	SYMANTEC UPGRADE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	109.90
	8/17/12	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	35.00
	8/17/12	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	43.75
	8/17/12	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	26.25
	8/17/12	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	26.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	SYMANTEC UPGRADE	ELECTRIC	ACCTS-RECORDS & COLLEC	155.45
	8/17/12	SYMANTEC UPGRADE	ELECTRIC	ACCTS-RECORDS & COLLEC	219.81
	8/17/12	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	70.00
				TOTAL:	1,083.01
MTI DISTRIBUTING INC	8/17/12	PUMP REPAIR	RECREATION	GOLF COURSE-GREEN	441.24
				TOTAL:	441.24
NCPERS MINNESOTA 851801	8/17/12	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	110.20
	8/17/12	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	110.05
	8/17/12	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	32.00
	8/17/12	LIFE INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	16.00
	8/17/12	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.00
	8/17/12	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.00
	8/17/12	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.68
	8/17/12	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	1.95
	8/17/12	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.70
	8/17/12	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	4.18
	8/17/12	LIFE INS	WATER	NON-DEPARTMENTAL	23.19
	8/17/12	LIFE INS	WATER	NON-DEPARTMENTAL	25.28
	8/17/12	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.63
	8/17/12	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	24.93
	8/17/12	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.84
	8/17/12	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.79
	8/17/12	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.66
	8/17/12	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.18
	8/17/12	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	8/17/12	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	8/17/12	LIFE INS	AIRPORT	NON-DEPARTMENTAL	1.10
	8/17/12	LIFE INS	AIRPORT	NON-DEPARTMENTAL	1.64
	8/17/12	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	8/17/12	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
				TOTAL:	528.00
NEW VISION CO-OP	8/17/12	INSECTICIDE	RECREATION	GOLF COURSE-GREEN	143.27
				TOTAL:	143.27
OFFICIAL PAYMENTS CORPORATION	8/17/12	REFUND-FRAUD CHARGE	ELECTRIC	NON-DEPARTMENTAL	410.00
				TOTAL:	410.00
PSI CLEANING AND ASSOC	8/17/12	REPAIRS	GENERAL FUND	ICE AND SNOW REMOVAL	307.44
	8/17/12	REPAIRS	GENERAL FUND	ICE AND SNOW REMOVAL	97.50
				TOTAL:	404.94
RUNNINGS SUPPLY INC-ACCT#9502440	8/17/12	BATTERIES-PH METER	WATER	O-DISTR MISC	14.92
				TOTAL:	14.92
RUNNINGS SUPPLY INC-ACCT#9502485	8/17/12	PROPANE	RECREATION	GOLF COURSE-CLUBHOUSE	31.00
	8/17/12	ROPE FOR PRACTICE TEE	RECREATION	GOLF COURSE-GREEN	46.71
	8/17/12	2 GALLON SPRAYER	RECREATION	GOLF COURSE-GREEN	13.89
	8/17/12	PARTS FOR PUMPHOUSE	RECREATION	GOLF COURSE-GREEN	8.50
	8/17/12	OIL, MEASURING JUG	RECREATION	GOLF COURSE-GREEN	28.57
				TOTAL:	128.67
SCHAAP SANITATION INC	8/17/12	MONTHLY GARBAGE SERVICE	RECREATION	GOLF COURSE-GREEN	158.26
	8/17/12	MONTHLY GARBAGE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	192.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	MONTHLY GARBAGE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	122.54
				TOTAL:	473.25
SECURE BENEFITS SYSTEMS CORP	8/17/12	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	63.72
	8/17/12	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	66.20
	8/17/12	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	104.16
	8/17/12	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	104.16
	8/17/12	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,483.92
	8/17/12	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	2,635.70
	8/17/12	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	8/17/12	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	7.82
	8/17/12	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	6.75
	8/17/12	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	319.32
	8/17/12	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	300.00
	8/17/12	ADMIN FEE	PIR/TRUNKS	NON-DEPARTMENTAL	1.03
	8/17/12	ADMIN FEE	PIR/TRUNKS	NON-DEPARTMENTAL	0.55
	8/17/12	UNREIMBURSED MEDICAL	PIR/TRUNKS	NON-DEPARTMENTAL	238.64
	8/17/12	UNREIMBURSED MEDICAL	PIR/TRUNKS	NON-DEPARTMENTAL	126.62
	8/17/12	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.35
	8/17/12	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.80
	8/17/12	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	37.50
	8/17/12	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	22.27
	8/17/12	ADMIN FEE	WATER	NON-DEPARTMENTAL	10.64
	8/17/12	ADMIN FEE	WATER	NON-DEPARTMENTAL	12.46
	8/17/12	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	632.46
	8/17/12	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	668.12
	8/17/12	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.11
	8/17/12	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.03
	8/17/12	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	290.52
	8/17/12	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	288.17
	8/17/12	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	5.34
	8/17/12	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	4.00
	8/17/12	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	156.76
	8/17/12	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	134.38
	8/17/12	ADMIN FEE	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.06
	8/17/12	ADMIN FEE	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.06
	8/17/12	UNREIMBURSED MEDICAL	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	1.56
	8/17/12	UNREIMBURSED MEDICAL	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	1.56
	8/17/12	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	1.70
	8/17/12	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.90
	8/17/12	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	39.38
	8/17/12	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	22.14
	8/17/12	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	8/17/12	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	8/17/12	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	8/17/12	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	120.83
	8/17/12	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.23
	8/17/12	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.25
	8/17/12	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	5.94
	8/17/12	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	7.04
	8/17/12	ADMIN FEE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.25
	8/17/12	ADMIN FEE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.25
	8/17/12	UNREIMBURSED MEDICAL	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	75.00
	8/17/12	UNREIMBURSED MEDICAL	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	75.00
	8/17/12	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	8/17/12	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	229.16
	8/17/12	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	229.16
				TOTAL:	9,715.30
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	8/17/12	CONSTRUCTION INSPECTION FI	GENERAL FUND	FIRE ADMINISTRATION	6,600.00
	8/17/12	CDAP-09-0075-O-FY10 #20	SMALL CITIES GRANT	SW MN HOUSING	1,761.00
				TOTAL:	8,361.00
SUNKOTA CONSTRUCTION	8/17/12	NEW FIRE STATION #10	GENERAL FUND	NON-DEPARTMENTAL	7,329.00
	8/17/12	NEW FIRE STATION #10	GENERAL FUND	FIRE ADMINISTRATION	146,589.00
				TOTAL:	139,260.00
TRI-STATE RENTAL CENTER	8/17/12	METAL DETECTOR	RECREATION	GOLF COURSE-GREEN	10.69
				TOTAL:	10.69
UNIVERSITY OF MN	8/17/12	PESTICIDE APPLICATOR RECER	RECREATION	PARK AREAS	120.00
				TOTAL:	120.00
VANTAGEPOINT TRANSFER AGENTS-457	8/17/12	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	8/17/12	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92
				TOTAL:	428.34
VERIZON WIRELESS	8/17/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	44.88
	8/17/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	45.15
	8/17/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	37.60
	8/17/12	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	37.60
	8/17/12	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	37.60
	8/17/12	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	32.48
	8/17/12	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	47.02
	8/17/12	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	44.88
	8/17/12	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	74.41
	8/17/12	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	36.25
				TOTAL:	437.87
WELLS FARGO BANK	8/17/12	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,224.34
	8/17/12	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,666.19
	8/17/12	AUG DEDUCT FOR SEPT INSURA	GENERAL FUND	NON-DEPARTMENTAL	1,379.42
	8/17/12	HEALTH PREMIUM	GENERAL FUND	MAYOR AND COUNCIL	3,005.68
	8/17/12	HEALTH PREMIUM	GENERAL FUND	ADMINISTRATION	634.94
	8/17/12	HEALTH PREMIUM	GENERAL FUND	CLERK'S OFFICE	1,185.37
	8/17/12	HEALTH PREMIUM	GENERAL FUND	ENGINEERING ADMIN	1,291.39
	8/17/12	HEALTH PREMIUM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,508.69
	8/17/12	HEALTH PREMIUM	GENERAL FUND	GENERAL GOVT BUILDINGS	109.13
	8/17/12	HEALTH PREMIUM	GENERAL FUND	POLICE ADMINISTRATION	13,153.05
	8/17/12	HEALTH PREMIUM	GENERAL FUND	REGULATE LAWFUL GAMBLE	55.04
	8/17/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	2,174.51
	8/17/12	HEALTH PREMIUM	GENERAL FUND	SECURITY CENTER	2,174.46
	8/17/12	HEALTH PREMIUM	GENERAL FUND	ANIMAL CONTROL ENFORCE	133.30
	8/17/12	HEALTH PREMIUM	GENERAL FUND	PAVED STREETS	1,820.45
	8/17/12	HEALTH PREMIUM	GENERAL FUND	SIGNS AND SIGNALS	634.80
	8/17/12	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	677.39
	8/17/12	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	621.00
	8/17/12	HEALTH PREMIUM	RECREATION	GOLF COURSE-GREEN	550.43
	8/17/12	HEALTH PREMIUM	RECREATION	PARK AREAS	697.66
	8/17/12	HEALTH PREMIUM	RECREATION	TREE REMOVAL	1,207.16
	8/17/12	HEALTH PREMIUM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	134.17

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	159.46
	8/17/12	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	121.21
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	TH 59 N & BIO DR DESIG	31.75
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	SHERWOOD ST-NOB TO MUR	211.81
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	OVERLAY PROGRAM	47.39
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	COLLEGEWAY	39.68
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	TREVOR ST	31.75
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	NE'LY ALLEY IN BLOCK 2	83.17
	8/17/12	HEALTH PREMIUM	IMPROVEMENT CONST	SW'LY ALLEY IN BLOCK	112.41
	8/17/12	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	523.32
	8/17/12	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	671.54
	8/17/12	HEALTH PREMIUM	WATER	O-SOURCE WELLS & SPRNG	9.25
	8/17/12	HEALTH PREMIUM	WATER	O-PUMPING	63.37
	8/17/12	HEALTH PREMIUM	WATER	O-PURIFY LABOR	153.78
	8/17/12	HEALTH PREMIUM	WATER	O-DISTR SUPER AND ENG	634.94
	8/17/12	HEALTH PREMIUM	WATER	O-DIST UNDERGRND LINES	1,199.07
	8/17/12	HEALTH PREMIUM	WATER	O-DISTR MISC	446.68
	8/17/12	HEALTH PREMIUM	WATER	M-TRANS MAINS	314.32
	8/17/12	HEALTH PREMIUM	WATER	M-TRANS HYDRANTS	267.75
	8/17/12	HEALTH PREMIUM	WATER	GENERAL ADMIN	89.70
	8/17/12	HEALTH PREMIUM	WATER	ADMIN OFFICE SUPPLIES	2.31
	8/17/12	HEALTH PREMIUM	WATER	ACCTS-METER READING	63.49
	8/17/12	HEALTH PREMIUM	WATER	ACCTS-RECORDS & COLLEC	217.48
	8/17/12	HEALTH PREMIUM	WATER	PROJECT #2	514.25
	8/17/12	HEALTH PREMIUM	WATER	PROJECT #14	7.94
	8/17/12	HEALTH PREMIUM	WATER	PROJECT #14	382.61
	8/17/12	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	673.10
	8/17/12	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	633.44
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	165.13
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	243.68
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	385.30
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABOR	843.36
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	650.70
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	69.88
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	950.61
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	676.89
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	GENERAL ADMIN	71.75
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	2.31
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	181.92
	8/17/12	HEALTH PREMIUM	MUNICIPAL WASTEWAT	PROJECT #8	7.94
	8/17/12	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,017.93
	8/17/12	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	898.33
	8/17/12	AUG DEDUCT FOR SEPT INSURA	ELECTRIC	NON-DEPARTMENTAL	336.94
	8/17/12	HEALTH PREMIUM	ELECTRIC	O-DISTR UNDERGRND LINE	63.49
	8/17/12	HEALTH PREMIUM	ELECTRIC	O-DISTR MISC	816.29
	8/17/12	HEALTH PREMIUM	ELECTRIC	M-DISTR UNDERGRND LINE	167.16
	8/17/12	HEALTH PREMIUM	ELECTRIC	M-DISTR ST LITE & SIG	126.99
	8/17/12	HEALTH PREMIUM	ELECTRIC	GENERAL ADMIN	436.51
	8/17/12	HEALTH PREMIUM	ELECTRIC	ADMIN OFFICE SUPPLIES	23.11
	8/17/12	HEALTH PREMIUM	ELECTRIC	ACCTS-METER READING	63.49
	8/17/12	HEALTH PREMIUM	ELECTRIC	ACCTS-RECORDS & COLLEC	928.82
	8/17/12	HEALTH PREMIUM	ELECTRIC	ACCTS-ASSISTANCE	317.47
	8/17/12	HEALTH PREMIUM	ELECTRIC	FA DISTR UNDRGRND COND	1,047.57
	8/17/12	HEALTH PREMIUM	ELECTRIC	FA DISTR UNDRGRND COND	404.24
	8/17/12	HEALTH PREMIUM	ELECTRIC	FA DISTR ST LITE & SIG	237.08
	8/17/12	HEALTH INS PREMIUM	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	1.82

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/17/12	HEALTH INS PREMIUM	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	1.82
	8/17/12	HEALTH PREMIUM	INDUSTRIAL WASTEWA	2011 INDUSTRIAL WWTP I	15.87
	8/17/12	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	39.38
	8/17/12	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	103.41
	8/17/12	HEALTH PREMIUM	STORM WATER MANAGE	STORM DRAINAGE	200.37
	8/17/12	HEALTH PREMIUM	STORM WATER MANAGE	PROJECT #13	160.14
	8/17/12	HEALTH PREMIUM	STORM WATER MANAGE	PROJECT #17	80.00
	8/17/12	HEALTH PREMIUM	LIQUOR	O-GEN MISC	1,651.29
	8/17/12	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	34.08
	8/17/12	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	47.88
	8/17/12	HEALTH PREMIUM	AIRPORT	PROJECT #11	201.92
	8/17/12	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	154.00
	8/17/12	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	154.00
	8/17/12	HEALTH PREMIUM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	242.43
	8/17/12	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	207.00
	8/17/12	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	207.00
	8/17/12	HEALTH PREMIUM	DATA PROCESSING	DATA PROCESSING	<u>1,185.37</u>
				TOTAL:	67,568.21
WORTHINGTON POLICE DEPARTMENT	8/17/12	UNDERCOVER DRUG BUY MONEY	GENERAL FUND	INVALID DEPARTMENT	<u>3,000.00</u>
				TOTAL:	3,000.00
WYCOFF DANNY	8/17/12	REIMBURSE MILEAGE 5/17-7/3	LIQUOR	O-GEN MISC	<u>65.50</u>
				TOTAL:	65.50

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

101	GENERAL FUND	201,369.72
204	SMALL CITIES GRANT	1,761.00
229	RECREATION	5,896.26
321	PIR/TRUNKS	506.64
401	IMPROVEMENT CONST	930.47
601	WATER	13,941.80
602	MUNICIPAL WASTEWATER	13,358.28
604	ELECTRIC	9,801.62
605	INDUSTRIAL WASTEWATER	322.75
606	STORM WATER MANAGEMENT	760.78
609	LIQUOR	2,651.90
612	AIRPORT	305.85
614	MEMORIAL AUDITORIUM	2,640.34
702	DATA PROCESSING	2,264.64

 GRAND TOTAL: 256,512.05

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	8/24/12	MONTHLY COPIER SERVICE	DATA PROCESSING	COPIER/FAX	133.58
				TOTAL:	133.58
AAA STRIPING SERVICE CO.	8/24/12	STREET STRIPING	GENERAL FUND	SIGNS AND SIGNALS	6,555.00
				TOTAL:	6,555.00
ADEL SHIRLEY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
AMERICAN BOTTLING COMPANY	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	97.06
				TOTAL:	97.06
AMERICAN ENGINEERING TESTING INC	8/24/12	ENGINEERING, TESTING	IMPROVEMENT CONST	COLLEGEWAY	2,086.50
				TOTAL:	2,086.50
AMERICAN WATER ENTERPRISES ENVMENTAL M	8/24/12	CONTRACT OPERATIONS AUGUST	INDUSTRIAL WASTEWA	O-PURIFY MISC	111,431.13
				TOTAL:	111,431.13
ANDERSON FERN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
ARCTIC ICE INC	8/24/12	ICE	LIQUOR	NON-DEPARTMENTAL	169.50
	8/24/12	ICE	LIQUOR	NON-DEPARTMENTAL	243.75
	8/24/12	ICE	LIQUOR	NON-DEPARTMENTAL	195.15
	8/24/12	ICE	LIQUOR	NON-DEPARTMENTAL	56.55
	8/24/12	ICE	LIQUOR	NON-DEPARTMENTAL	69.75
				TOTAL:	734.70
BAHRS SMALL ENGINE	8/24/12	CHAIN SHARPENING	RECREATION	TREE REMOVAL	29.00
				TOTAL:	29.00
BANNER ASSOCIATES INC	8/24/12	PROFESSIONAL SERVICES	WATER	O-SOURCE WELLS & SPRNG	110.00
	8/24/12	PROFESSIONAL SERVICES	WATER	M-PURIFY STRUCTURES	828.00
				TOTAL:	938.00
BRADLEY BEHRENDIS	8/24/12	CAR 32 LETTERING	GENERAL FUND	POLICE ADMINISTRATION	377.60
				TOTAL:	377.60
BELLBOY CORP	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	96.00
				TOTAL:	96.00
BEVERAGE WHOLESALERS INC	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	5,984.40
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	4,190.81
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	75.00
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	5,072.80
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	4,129.45
				TOTAL:	19,452.46
BIERSCHBACH EQUIPMENT & SUPPLY CO INC	8/24/12	STREET LIGHT BASE TUBE	ELECTRIC	FA DISTR ST LITE & SIG	510.90
				TOTAL:	510.90
BOB & STEVES SHELL	8/24/12	FUEL	GENERAL FUND	FIRE ADMINISTRATION	237.24
				TOTAL:	237.24
BOLT WILLIAM	8/24/12	REIMBURSE FEMA ICS-300 MEA	GENERAL FUND	POLICE ADMINISTRATION	117.00
				TOTAL:	117.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BORDER STATES ELECTRIC SUPPLY	8/24/12	MARKING PAINT	GENERAL FUND	ENGINEERING ADMIN	18.52
	8/24/12	MARKING PAINT	IMPROVEMENT CONST	SHERWOOD ST-NOB TO MUR	3.71
	8/24/12	MARKING PAINT	IMPROVEMENT CONST	TREVOR ST	3.71
	8/24/12	MARKING PAINT	IMPROVEMENT CONST	NE'LY ALLEY IN BLOCK 2	3.71
	8/24/12	MARKING PAINT	IMPROVEMENT CONST	SW'LY ALLEY IN BLOCK	3.71
	8/24/12	MARKING PAINT	WATER	PROJECT #2	3.71
	8/24/12	GREEN MARKING PAINT	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	42.93
	8/24/12	GROUND SLEEVES 15KV CABINE	ELECTRIC	FA DISTR UNDRGRND COND	705.38
	8/24/12	LUGS 15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	115.75
	8/24/12	LUGS 15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	51.78
	8/24/12	GREEN MARKING PAINT	STORM WATER MANAGE	STORM DRAINAGE	42.92
	8/24/12	MARKING PAINT	STORM WATER MANAGE	PROJECT #13	7.42
				TOTAL:	1,003.25
BRANDT, GARY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	148.62
				TOTAL:	148.62
BRAUN LAWCARE & LANDSCAPING	8/24/12	MOW DIAGONAL RD	GENERAL FUND	CODE ENFORCEMENT	50.00
	8/24/12	MOWING MILTON 7/31/12	GENERAL FUND	CODE ENFORCEMENT	50.00
	8/24/12	MOWING EAST AVE 7/31/12	GENERAL FUND	CODE ENFORCEMENT	30.00
				TOTAL:	130.00
BUCHMAN KAREN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	148.62
				TOTAL:	148.62
CAMERY BERNICE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	145.00
				TOTAL:	145.00
COCA-COLA ENTERPRISES-MIDWEST DIVISION	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	300.40
				TOTAL:	300.40
COOPERATIVE ENERGY CO- ACCT # 5910807	8/24/12	DIESEL	GENERAL FUND	FIRE ADMINISTRATION	100.02
	8/24/12	UNLEADED GAS	GENERAL FUND	FIRE ADMINISTRATION	9.06
				TOTAL:	109.08
COPPERUD DAVID	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
DACOTAH PAPER CO	8/24/12	BAGS	LIQUOR	O-GEN MISC	167.39
	8/24/12	BAGS, TOWELS	LIQUOR	O-GEN MISC	110.65
	8/24/12	TOWELS	LIQUOR	O-GEN MISC	70.90
				TOTAL:	348.94
DAILY GLOBE	8/24/12	JULY-SEPT HOTEL PROGRAM SP	LIQUOR	O-GEN MISC	100.00
				TOTAL:	100.00
DAVIS TYPEWRITER CO INC	8/24/12	PLASTIC TABS	GENERAL FUND	CLERK'S OFFICE	2.06
	8/24/12	BINDER CLIPS, PENS	GENERAL FUND	ACCOUNTING	5.88
	8/24/12	TOWELS, TRASH BAGS	GENERAL FUND	GENERAL GOVT BUILDINGS	56.78
	8/24/12	KLEENEX	GENERAL FUND	GENERAL GOVT BUILDINGS	24.79
	8/24/12	TABLES, CHAIRS FOR NEW FIR	GENERAL FUND	FIRE ADMINISTRATION	41,140.46
	8/24/12	ENVELOPES	GENERAL FUND	FIRE ADMINISTRATION	665.21
	8/24/12	HANGING FILE FOLDERS	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	75.88
	8/24/12	POST-ITS	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	15.07
	8/24/12	SUPPLIES	WATER	ADMIN OFFICE SUPPLIES	13.48
	8/24/12	SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	41.02

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/24/12	TONER CARTRIDGES	WATER	ACCTS-RECORDS & COLLEC	163.76
	8/24/12	SUPPLIES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	13.48
	8/24/12	SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	41.02
	8/24/12	SUPPLIES	ELECTRIC	ADMIN OFFICE SUPPLIES	26.96
	8/24/12	SUPPLIES	ELECTRIC	ADMIN MISC	106.61
	8/24/12	SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	82.05
				TOTAL:	42,474.51
DEPARTMENT OF FINANCE	8/24/12	ADMIN FORFEITURE-TRUJILLO	GENERAL FUND	POLICE ADMINISTRATION	49.00
				TOTAL:	49.00
DEPARTMENT OF LABOR AND INDUSTRY	8/24/12	ELEVATOR ANNUAL PERMIT	GENERAL FUND	GENERAL GOVT BUILDINGS	100.00
				TOTAL:	100.00
DEPARTMENT OF PUBLIC SAFETY	8/24/12	2 SETS POLICE PLATES	GENERAL FUND	POLICE ADMINISTRATION	12.00
				TOTAL:	12.00
DEWILD GRANT RECKERT AND ASSOC	8/24/12	PROFESSIONAL SERVICES-CROS	ELECTRIC	FA DISTR POLES TOWERS	1,134.00
				TOTAL:	1,134.00
DIAMOND VOGEL PAINT	8/24/12	OIL FOR SPRAYERS	GENERAL FUND	PAVED STREETS	30.78
	8/24/12	BAND SHELL BENCH PRIMER	RECREATION	PARK AREAS	108.85
				TOTAL:	139.63
DORDEN, KAREN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
ECHO GROUP INC	8/24/12	PVC-TENNIS CT	ELECTRIC	M-DISTR UNDERGRND LINE	7.45
	8/24/12	SCOTCHKOTE	ELECTRIC	M-DISTR UNDERGRND LINE	55.70
	8/24/12	PVC-TENNIS CT	ELECTRIC	M-DISTR UNDERGRND LINE	80.94
	8/24/12	CARFLEX RETURNED	ELECTRIC	M-DISTR ST LITE & SIG	104.89
	8/24/12	STREET LIGHT FIXTURES	ELECTRIC	M-DISTR ST LITE & SIG	798.36
	8/24/12	BALLAST	ELECTRIC	M-DISTR ST LITE & SIG	52.24
	8/24/12	FUSES	ELECTRIC	M-DISTR ST LITE & SIG	649.80
	8/24/12	CU GROUND WIRE RETURNED	ELECTRIC	FA DISTR UNDRGRND COND	1,314.56
	8/24/12	WGTN HANGER CREDITS	AIRPORT	O-GEN MISC	3.14
				TOTAL:	221.90
EEHP INC	8/24/12	CATHODIC PROTECTION TESTIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	100.00
				TOTAL:	100.00
EGGERS PAT	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
EMERGENCY APPARATUS MAINTENANCE INC	8/24/12	ENGINE 1 PUMP TEST & REPAI	GENERAL FUND	FIRE ADMINISTRATION	781.10
	8/24/12	ENGINE 2 PUMP TEST & REPAI	GENERAL FUND	FIRE ADMINISTRATION	1,346.11
	8/24/12	ENGINE 3 PUMP TEST	GENERAL FUND	FIRE ADMINISTRATION	420.25
	8/24/12	LADDER 1 PUMP TESTING	GENERAL FUND	FIRE ADMINISTRATION	445.75
				TOTAL:	2,993.21
FASTENAL COMPANY	8/24/12	EPOXY	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	31.21
	8/24/12	OIL PADS	ELECTRIC	M-DISTR UNDERGRND LINE	148.37
				TOTAL:	179.58
FRONTIER COMMUNICATIONS	8/24/12	ICAC REIMBURSED ACCOUNT	GENERAL FUND	POLICE ADMINISTRATION	94.89
				TOTAL:	94.89

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GCC -CONSOLIDATED READY MIX INC	8/24/12	RIVER GRAVEL	WATER	M-TRANS MAINS	<u>32.17</u>
				TOTAL:	32.17
GEOTEK INC	8/24/12	FORMER YMCA TESTS/INSPECTI	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,334.00</u>
				TOTAL:	1,334.00
GOVERNMENT FINANCE OFFICERS ASSOCIATIO	8/24/12	D OLSEN MEMBERSHIP	GENERAL FUND	ACCOUNTING	150.00
	8/24/12	SUBSCRIPTION	GENERAL FUND	ACCOUNTING	50.00
	8/24/12	GAAFR PUBLICATION	GENERAL FUND	ACCOUNTING	<u>159.00</u>
				TOTAL:	359.00
GRAHAM TIRE OF WORTHINGTON INC	8/24/12	FORD MOWER TIRE REPAIR	AIRPORT	O-GEN MISC	<u>102.28</u>
				TOTAL:	102.28
GRAYBAR ELECTRIC CO INC	8/24/12	PULL TAPE 15KV CABLE INSTA	ELECTRIC	FA DISTR UNDRGRND COND	<u>563.00</u>
				TOTAL:	563.00
GREAT RIVER ENERGY	8/24/12	SUBSTATION #2 WORK	ELECTRIC	FA DISTR POLES TOWERS	<u>36,070.56</u>
				TOTAL:	36,070.56
GRIFFITH JENNIFER	8/24/12	REIMBURSE WEBCAM	GENERAL FUND	GENERAL GOVT BUILDINGS	17.39
	8/24/12	REIMBURSE CABLE	DATA PROCESSING	DATA PROCESSING	<u>25.76</u>
				TOTAL:	43.15
GROENDYKE, JOHN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>119.62</u>
				TOTAL:	119.62
HABECK GEORGE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>105.12</u>
				TOTAL:	105.12
HAGEN BEVERAGE DISTRIBUTING INC	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	3,703.90
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	45.00
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	282.75
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	50.00
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	12,484.90
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	442.00
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	5,796.95
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	10,168.35
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	100.32
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	3,899.00
	8/24/12	WATER	LIQUOR	O-GEN MISC	<u>52.00</u>
				TOTAL:	37,025.17
HANF ACTUARIAL INC	8/24/12	ACTUARIAL VALUATION REPORT	GENERAL FUND	FIRE ADMINISTRATION	<u>2,250.00</u>
				TOTAL:	2,250.00
HAWKINS INC	8/24/12	2 TONS CHLORINE	WATER	O-PURIFY	<u>1,455.00</u>
				TOTAL:	1,455.00
HEART OF THE EARTH ANIMAL EQUIPMENT	8/24/12	4' CATCH POLE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	<u>129.75</u>
				TOTAL:	129.75
HINDERS MARION	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>54.37</u>
				TOTAL:	54.37
HOPE HAVEN INC	8/24/12	STAKES	IMPROVEMENT CONST	SHERWOOD ST-NOB TO MUR	16.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/24/12	STAKES	IMPROVEMENT CONST	TREVOR ST	8.00
				TOTAL:	24.00
HY-VEE INC	8/24/12	FUEL	GENERAL FUND	POLICE ADMINISTRATION	76.80
				TOTAL:	76.80
INGENTHRON PAT	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	105.12
				TOTAL:	105.12
INTEGRITY AVIATION INC	8/24/12	FBO CONTRACT FEE -AUGUST	AIRPORT	O-GEN MISC	1,995.00
				TOTAL:	1,995.00
ITEN, LARRY	8/24/12	MILEAGE AND SHUTTling	ELECTRIC	O-DISTR SUPER & ENG	395.00
				TOTAL:	395.00
JACKS UNIFORMS & EQUIPMENT	8/24/12	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	205.29
	8/24/12	PELICAN PROTECTOR SQUAD 32	GENERAL FUND	POLICE ADMINISTRATION	208.94
	8/24/12	UNIFORMS, HOLSTER	GENERAL FUND	POLICE ADMINISTRATION	93.89
				TOTAL:	508.12
JANSSEN, NORMA	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	130.50
				TOTAL:	130.50
JOHANSEN SHARON	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	130.50
				TOTAL:	130.50
JOHNSON BROTHERS LIQUOR CO	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,494.19
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	534.05
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	472.39
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,375.15
	8/24/12	BEER	LIQUOR	NON-DEPARTMENTAL	39.25
				TOTAL:	6,915.03
KARIAN PETERSON POWER LINE CONTRACTING	8/24/12	SUBSTATION TIE PROJECT #1	ELECTRIC	FA DISTR POLES TOWERS	262,128.60
				TOTAL:	262,128.60
KLQL FM/THREE EAGLES COMMUNICATIONS	8/24/12	RADIO ADS	LIQUOR	O-GEN MISC	520.00
				TOTAL:	520.00
KNIGGE WILLIAM	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
KOSTER GARY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	145.00
				TOTAL:	145.00
LAMBERT EVELYN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
LARSON CRANE SERVICE INC	8/24/12	2012 SEWER/WATER RECON #2	WATER	NON-DEPARTMENTAL	8,479.50
	8/24/12	2012 SEWER/WATER RECON #2	WATER	PROJECT #2	134,030.90
	8/24/12	2012 SEWER/WATER RECON #2	WATER	PROJECT #2	35,559.00
	8/24/12	2012 SEWER/WATER RECON #2	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	823.47
	8/24/12	2012 SEWER/WATER RECON #2	MUNICIPAL WASTEWAT	PROJECT #2	7,406.00
				TOTAL:	169,339.87
LENDE SIGNS & GRAPHICS	8/24/12	DOOR LOGO UNIT 106	ELECTRIC	FA TRANSPORTATION EQUI	203.06

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	203.06
LEVINE BURT	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
LIBERTY BANK AND TRUST	8/24/12	CART LEASE	RECREATION	GOLF COURSE-CLUBHOUSE	2,451.48
	8/24/12	CART LEASE	RECREATION	GOLF COURSE-CLUBHOUSE	2,451.48
				TOTAL:	4,902.96
LING DRAINAGE INC	8/24/12	TILING	AIRPORT	O-GEN MISC	11,829.50
				TOTAL:	11,829.50
LIVINGSTON MARJORIE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	105.12
				TOTAL:	105.12
LOWES SHEET METAL INC	8/24/12	DRU SERVICE CALL 229 W CLA	ELECTRIC	M-DISTR UNDERGRND LINE	180.39
				TOTAL:	180.39
MALTERS SHEPHERD & VON HOLTUM	8/24/12	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	1,524.94
	8/24/12	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	74.75
	8/24/12	LEGAL FEES	GENERAL FUND	CODE ENFORCEMENT	224.25
	8/24/12	LEGAL FEES	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	2,795.66
	8/24/12	LEGAL FEES	INDUSTRIAL WASTEWA	O-PURIFY MISC	186.68
	8/24/12	LEGAL FEES	AIRPORT	O-GEN MISC	74.76
				TOTAL:	4,881.04
MARCO	8/24/12	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	28.06
	8/24/12	COPIER SERVICE	GENERAL FUND	SECURITY CENTER	28.06
				TOTAL:	56.12
MARKS TOWING & REPAIR OF WORTHINGTON I	8/24/12	TOW	GENERAL FUND	POLICE ADMINISTRATION	106.88
				TOTAL:	106.88
MARSH GLENIS	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
MARSH LOREN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	50.75
				TOTAL:	50.75
MATHESON TRI-GAS INC	8/24/12	PARTS	GENERAL FUND	PAVED STREETS	4.31
	8/24/12	CYLINDER LEASE	ELECTRIC	O-DISTR MISC	145.35
				TOTAL:	149.66
MC LAUGHLIN & SCHULZ INC	8/24/12	ST MARYS PROJECT	GENERAL FUND	PAVED STREETS	2,602.55
	8/24/12	REPAIRS	GENERAL FUND	PAVED STREETS	1,641.91
	8/24/12	REPAIRS	WATER	M-TRANS MAINS	274.29
	8/24/12	ST MARYS PROJECT	ELECTRIC	M-DISTR UNDERGRND LINE	444.79
				TOTAL:	4,963.54
MINNESOTA DEPARTMENT OF HEALTH	8/24/12	COMMUNITY WATER SUPPLY SER WATER		O-DISTR METERS	6,366.00
				TOTAL:	6,366.00
MINNESOTA MUNICIPAL UTILITIES ASSOC	8/24/12	15TH EDITION APPA SAFETY M WATER		O-DISTR MISC	186.35
	8/24/12	15TH EDITION APPA SAFETY M MUNICIPAL WASTEWAT		O-PURIFY MISC	251.17
	8/24/12	15TH EDITION APPA SAFETY M ELECTRIC		O-DISTR MISC	372.71
				TOTAL:	810.23

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MINNESOTA VALLEY TESTING LABS INC	8/24/12	SALTY DISCHARGE TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	129.60
				TOTAL:	129.60
MISCELLANEOUS V ACKERMAN DEAN	8/24/12	REFUND OF CREDITS-ACCTS FI	GENERAL FUND	NON-DEPARTMENTAL	12.77
ACKERMAN DEAN	8/24/12	REFUND OF CREDITS-ACCTS FI	GARBAGE COLLECTION	NON-DEPARTMENTAL	25.03
ADAM MARYAM	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	60.91
ADAM MARYAM	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
ALVAREZ ERIKA MARIBEL	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	47.02
ALVAREZ ERIKA MARIBEL	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.06
DABI AMADU K	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	69.23
DABI AMADU K	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.04
DIT ABRAHAM J	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	10.45
DIT ABRAHAM J	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.10
FULDA AREA CREDIT UNIO	8/24/12	REFUND OF SHELTER DEPOSIT	RECREATION	NON-DEPARTMENTAL	40.00
KAUFMAN EVELYN A	8/24/12	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	30.88
ORDE GORDON	8/24/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
PIERSON PAUL	8/24/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
TULIO II SAMUEL J	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	39.31
TULIO II SAMUEL J	8/24/12	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.03
				TOTAL:	395.91
NAGEL, JACOBA	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
NEREM ROSIE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
NOBLE INDUSTRIAL SUPPLY CORP	8/24/12	WASH & WAX, DRUM PUMP	GENERAL FUND	FIRE ADMINISTRATION	2,688.57
	8/24/12	WASH & WAX	GENERAL FUND	FIRE ADMINISTRATION	2,688.64
				TOTAL:	5,377.21
NOBLES COUNTY ATTORNEY	8/24/12	ADMIN FORFEITURE-TRUJILLO	GENERAL FUND	POLICE ADMINISTRATION	98.00
				TOTAL:	98.00
NOBLES COUNTY AUDITOR/TREASURER	8/24/12	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	145.42
	8/24/12	LEASE PAYMENT UTILITIES	WATER	ADMIN RENT	290.83
	8/24/12	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	116.33
	8/24/12	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	ADMIN RENT	232.66
	8/24/12	LEASE PAYMENT UTILITIES	ELECTRIC	O-DISTR RENTS	697.99
	8/24/12	LEASE PAYMENT UTILITIES	ELECTRIC	ADMIN RENT	1,425.08
				TOTAL:	2,908.31
NOBLES COUNTY HIGHWAY DEPT	8/24/12	JULY FUEL	GENERAL FUND	ENGINEERING ADMIN	637.14
	8/24/12	JULY FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	131.59
	8/24/12	JULY FUEL	GENERAL FUND	POLICE ADMINISTRATION	5,531.75
	8/24/12	JULY FUEL	GENERAL FUND	REGULATE LAWFUL GAMBLE	13.49
	8/24/12	JULY FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	195.69
	8/24/12	JULY FUEL	GENERAL FUND	PAVED STREETS	1,673.55
	8/24/12	JULY FUEL	GENERAL FUND	CODE ENFORCEMENT	206.61
	8/24/12	JULY FUEL	RECREATION	GOLF COURSE-GREEN	312.17
	8/24/12	JULY FUEL	RECREATION	PARK AREAS	1,501.32
	8/24/12	JULY FUEL	RECREATION	TREE REMOVAL	217.14
	8/24/12	JULY FUEL	WATER	O-PUMPING	412.98
	8/24/12	JULY FUEL	WATER	M-TRANS MAINS	589.53
	8/24/12	JULY FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	101.40
	8/24/12	JULY FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	85.36

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/24/12	JULY FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	260.78
	8/24/12	JULY FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	113.11
	8/24/12	JULY FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	2,096.16
	8/24/12	JULY FUEL	STORM WATER MANAGE	STORM DRAINAGE	511.32
	8/24/12	JULY FUEL	STORM WATER MANAGE	STREET CLEANING	1,277.14
				TOTAL:	15,868.23
NOBLES COUNTY SENIOR CONCERNS COMMITTEE	8/24/12	FAIR SPONSORSHIP	GENERAL FUND	COMMUNITY CENTER	950.00
				TOTAL:	950.00
NORTHERN ESCROW INC FBO WORTHINGTON EX	8/24/12	COLLEGEWAY RECON #3	IMPROVEMENT CONST	NON-DEPARTMENTAL	7,883.11-
	8/24/12	COLLEGEWAY RECON #3	IMPROVEMENT CONST	COLLEGEWAY	157,662.24
				TOTAL:	149,779.13
PAUSTIS & SONS	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	2,242.26
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	262.00
				TOTAL:	2,504.26
PEER ENGINEERING INC	8/24/12	PROFESSIONAL SERVICES	IMPROVEMENT CONST	ADI DEVELOPMENT	3,869.00
				TOTAL:	3,869.00
PEPSI COLA BOTTLING CO	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	52.00
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	40.95
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	148.00
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	56.90
				TOTAL:	297.85
PETERSEN CLEANING & SUPPLY	8/24/12	CLEANING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	114.30
	8/24/12	BUMPER STOPS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	106.88
				TOTAL:	221.18
PETRICH ROBERT K	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
PHILLIPS WINE & SPIRITS INC	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,981.08
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,658.76
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	732.00
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	46.95
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,184.03
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	365.67
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	34.25
	8/24/12	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	62.32-
				TOTAL:	10,940.42
QUALITY AUTO BODY	8/24/12	WINDSHIELD CHIP REPAIR	GENERAL FUND	POLICE ADMINISTRATION	50.00
				TOTAL:	50.00
RACOM CORP	8/24/12	COVERT ANTENNA	GENERAL FUND	POLICE ADMINISTRATION	20.08
				TOTAL:	20.08
RADIO WORKS LLC	8/24/12	RADIO ADS	LIQUOR	O-GEN MISC	270.00
				TOTAL:	270.00
RDJ SPECIALTIES INC	8/24/12	PROMO ITEMS	GENERAL FUND	FIRE ADMINISTRATION	610.67
				TOTAL:	610.67

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REEVES KELLY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
REINBRECHT ASSOCIATES INC	8/24/12	MODEL 9511 MODEM CARD	WATER	M-PUMPING	85.00
				TOTAL:	85.00
REKER KATHY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
RESCO INC	8/24/12	POLYWATER 15KV CABLE LUBRI	ELECTRIC	FA DISTR UNDRGRND COND	707.43
	8/24/12	DRU LOAD CONTROL UNIT	ELECTRIC	FA DISTR METERS	48,902.49
				TOTAL:	49,609.92
RUNNINGS SUPPLY INC-ACCT#9502440	8/24/12	IBUPROFEN	MUNICIPAL WASTEWAT	O-PURIFY MISC	4.78
	8/24/12	STRING TRIMMER OIL & STRIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	23.27
	8/24/12	SILICONE CAULK	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	12.81
	8/24/12	TWINE	ELECTRIC	M-DISTR UNDERGRND LINE	64.02
				TOTAL:	104.88
RUNNINGS SUPPLY INC-ACCT#9502485	8/24/12	TOGGLE SWITCH	GENERAL FUND	FIRE ADMINISTRATION	5.55
	8/24/12	FUEL HOSE	GENERAL FUND	PAVED STREETS	21.37
	8/24/12	SHUT OFF	RECREATION	PARK AREAS	5.98
	8/24/12	TIRE SEALANT	STORM WATER MANAGE	STREET CLEANING	13.89
				TOTAL:	46.79
S & K TRUCK LINE INC	8/24/12	FREIGHT	LIQUOR	O-SOURCE MISC	551.80
	8/24/12	FREIGHT	LIQUOR	O-SOURCE MISC	243.60
				TOTAL:	795.40
SALONEK CONCRETE & CONSTRUCTION	8/24/12	OLD YMCA DEVELOPMENT #1	GENERAL FUND	COMMUNITY CENTER	56,964.37
				TOTAL:	56,964.37
SANDSTROM JERRY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
SANDSTROM MAVIS	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	123.25
				TOTAL:	123.25
SANFORD HEALTH	8/24/12	EMPLOYEE EXAMS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	297.50
				TOTAL:	297.50
SCHWALBACH ACE HARDWARE-5930	8/24/12	SHOP SUPPLIES	GENERAL FUND	PAVED STREETS	11.72
	8/24/12	FASTENERS	RECREATION	PARK AREAS	16.25
				TOTAL:	27.97
SCHWALBACH ACE #6067	8/24/12	MOUSE TRAPS	MUNICIPAL WASTEWAT	O-PURIFY MISC	9.38
	8/24/12	PVC	ELECTRIC	M-DISTR UNDERGRND LINE	12.02
				TOTAL:	21.40
MICHAEL A SCHWALBACH	8/24/12	SENIOR CENTER RENT	GENERAL FUND	COMMUNITY CENTER	570.00
				TOTAL:	570.00
SHINE BROS CORP OF MN	8/24/12	PIPE	ELECTRIC	O-DISTR UNDERGRND LINE	60.37
				TOTAL:	60.37
SOUTHERN WINE & SPIRITS OF MINNESOTA	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,592.77

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	632.00
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,305.47
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	232.00
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,163.36
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	192.00
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	575.76
				TOTAL:	11,693.36
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	8/24/12	OLD YMCA DEVELOPMENT AGREE	GENERAL FUND	COMMUNITY CENTER	6,944.00
				TOTAL:	6,944.00
STAN MORGAN & ASSOCIATES INC	8/24/12	SHELVING	LIQUOR	O-GEN MISC	625.22
				TOTAL:	625.22
STUART C IRBY CO	8/24/12	15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	67,711.11
	8/24/12	15KV CABLE	ELECTRIC	FA DISTR ST LITE & SIG	41,642.62
	8/24/12	STREET LIGHT LAMPS	ELECTRIC	FA DISTR ST LITE & SIG	907.37
	8/24/12	STREET LIGHT PHOTO EYES	ELECTRIC	FA DISTR ST LITE & SIG	520.48
				TOTAL:	110,781.58
TATE CORKY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	134.12
				TOTAL:	134.12
TATE, GINNY	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	119.62
				TOTAL:	119.62
THOMPSON PUBLISHING GROUP INC	8/24/12	SUBSCRIPTION	GENERAL FUND	ACCOUNTING	438.50
				TOTAL:	438.50
TOWNSWICK JEANENE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	112.37
				TOTAL:	112.37
TURFWERKS	8/24/12	PARTS	RECREATION	GOLF COURSE-GREEN	47.16
				TOTAL:	47.16
UNITED PARCEL SERVICE	8/24/12	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	10.75
				TOTAL:	10.75
UNIVERSITY OF MINNESOTA	8/24/12	ROSENBERG, WIETZEMA TREE I	RECREATION	TREE REMOVAL	100.00
				TOTAL:	100.00
VERIZON WIRELESS	8/24/12	WIRELESS DATA LINES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	78.06
				TOTAL:	78.06
WAL MART BUSINESS	8/24/12	BATTERIES, DUCK TAPE	GENERAL FUND	POLICE ADMINISTRATION	17.64
	8/24/12	BATTERIES, DUCK TAPE	GENERAL FUND	SECURITY CENTER	12.18
	8/24/12	BATTERIES, DUCK TAPE	GENERAL FUND	SECURITY CENTER	12.18
	8/24/12	BATTERIES, DUCK TAPE	GENERAL FUND	CODE ENFORCEMENT	3.37
				TOTAL:	45.37
WATCHGUARD VIDEO	8/24/12	FORD TAURUS KIT	GENERAL FUND	POLICE ADMINISTRATION	176.34
				TOTAL:	176.34
WCL ASSOCIATES INC	8/24/12	EVENT CENTER FEES	EVENT CENTER/AUDIT	EVENT CENTER	25,605.60
				TOTAL:	25,605.60

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WEST GOVERNMENT SERVICES	8/24/12	JULY CLEAR	GENERAL FUND	SECURITY CENTER	66.59
	8/24/12	JULY CLEAR	GENERAL FUND	SECURITY CENTER	<u>66.59</u>
				TOTAL:	133.18
WIESE CAROLE	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>112.37</u>
				TOTAL:	112.37
WINE MERCHANTS	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	<u>68.00</u>
				TOTAL:	68.00
CHARLES WINTER	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>126.87</u>
				TOTAL:	126.87
WINTER MARY ANN	8/24/12	ELECTION JUDGE	GENERAL FUND	ELECTIONS	<u>130.50</u>
				TOTAL:	130.50
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,027.40
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	134.50
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,150.06
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	235.14
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	384.00
	8/24/12	WINE	LIQUOR	NON-DEPARTMENTAL	796.85
	8/24/12	MIX	LIQUOR	NON-DEPARTMENTAL	39.95
	8/24/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,217.54
	8/24/12	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	<u>19.25</u>
				TOTAL:	17,966.19
WORTHINGTON ISD 518	8/24/12	ATHLETIC PROGRAM ADS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>160.00</u>
				TOTAL:	160.00
WORTHINGTON PLUMBING & HEATING	8/24/12	BATHROOM REPAIRS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>295.43</u>
				TOTAL:	295.43
YMCA	8/24/12	2012 CONTRACT PAYMENT-AUGU	RECREATION	RECREATION PROGRAMS	<u>3,855.91</u>
				TOTAL:	3,855.91

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====					
101		GENERAL FUND	148,364.87		
207		PD TASK FORCE	283.69		
229		RECREATION	11,136.74		
231		ECONOMIC DEV AUTHORITY	2,795.66		
321		PIR/TRUNKS	15.07		
401		IMPROVEMENT CONST	155,773.47		
432		EVENT CENTER/AUDITORIUM	25,605.60		
601		WATER	172,107.94		
602		MUNICIPAL WASTEWATER	9,798.76		
604		ELECTRIC	468,686.30		
605		INDUSTRIAL WASTEWATER	111,617.81		
606		STORM WATER MANAGEMENT	1,852.69		
609		LIQUOR	110,750.46		
612		AIRPORT	13,998.40		
614		MEMORIAL AUDITORIUM	676.61		
702		DATA PROCESSING	159.34		
703		SAFETY PROMO/LOSS CTRL	297.50		
873		GARBAGE COLLECTION	25.03		

GRAND TOTAL:			1,233,945.94		

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