

WORTHINGTON CITY COUNCIL

AGENDA

**7:00 P.M. - Monday, July 9, 2012
City Hall Council Chambers**

A. CALL TO ORDER

B. INTRODUCTIONS AND OPENING REMARKS

C. AGENDA ADDITIONS/CHANGES AND CLOSURE

1. Additions/Changes
2. Closure

D. CONSENT AGENDA

1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Regular Meeting, June 25, 2012
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting, July 2, 2012
3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)
 1. Application for Exemption from Lawful Gambling Permit - St. Mary's Catholic Church
 2. City Hall Closure - Friday after Thanksgiving
 3. Temporary On-Sale Beer License
 4. Request for Street Closure - International Festival

4. BILLS PAYABLE

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

E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

1. Consideration of Alternatives for the First Evangelical Lutheran Church in Relation to City Property at 1215 Third Avenue (Current Fire Station)
2. International Union of Operating Engineers (IUOE) Local #49 Agreement
3. Third Reading Proposed Ordinance Vacating Part of Platted Public Utility Easements in Prairie Expo First Addition
4. Third Reading Proposed Ordinance Amending Title XV of the Worthington City Code to Rezone - 1415 Fourth Avenue
5. Appoint Election Judges for August 14, 2012 State Primary Election

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Items

1. Resolution Authorizing Execution of Safe and Sober Agreement
2. Consideration of a Resolution Authorizing Entering into Joint Powers Agreement

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

Case Items

1. Final Plat - Central Square Addition
2. Memorandum of Understanding - Bioverse
3. Financial Assistance Request - Lexington Hotel Company

H. COUNCIL COMMITTEE REPORTS

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

I. CITY ADMINISTRATOR REPORT

J. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, JUNE 25, 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, Mike Woll. Honorary Council Member: Amy Woitalewicz. Aldermen absent: Ron Wood (excused).

Staff present: Craig Clark, City Administrator; Mike Cumiskey, Public Safety Director; Dwayne Haffield, Director of Engineering; Rick Von Holdt, Fire Chief; Janice Oberloh, City Clerk.

Others present: Justine Wettschreck, Daily Globe; Sumer Anderson; Jim Reese; Rick Von Holdt, Fire Chief

HONORARY COUNCIL MEMBER

Mayor Oberloh introduced Amy Woitalewicz as the Honorary Council Member for June, July, and August, 2012.

AGENDA APPROVED WITH CHANGE

Craig Clark, City Administrator, requested that item E.2. *International Union of Operating Engineers (IUOE) Local #49 Agreement* be struck from the agenda as a language concern has been raised by the stewards.

The motion was made by Alderman Ten Haken, seconded by Alderman Nelson and unanimously carried to approve the agenda with the removal of item E.2.

CONSENT AGENDA APPROVED

The City Clerk noted a correction to the City Council Minutes of June 11, 2012 on Page 2 regarding the heading for Public Hearing for TIF District 15, to reflect that Resolution No. 3500 was also adopted authorizing an interfund loan for advance of certain costs in connection with TIF No. 15.

The motion was made by Alderman Woll, seconded by Alderman Woll, seconded by Alderman Kuhle and unanimously carried to approve the consent agenda as follows, with the noted correction.

- City Council Minutes of Regular Meeting June 11, 2012 and Special Meeting June 11, 2012
- Minutes of Boards and Commissions - Water and Light Commission Minutes of June 18, 2012; Planning Commission Minutes of June 5, 2012; Worthington Economic Development Authority Minutes of June 11, 2012; Worthington Regional Economic Development Corporation Private Sector Minutes of April 26, 2012; Worthington Regional Economic Development Corporation Board of Directors Minutes of May 17, 2012
- Municipal Liquor Store Income Statement for the Period January 1, 2012 through May 31, 2012
- On-Sale Club Liquor, Wine License Renewal Application for the Historic Dayton House, 1311 Fourth Avenue
- On-Sale Liquor, Wine, On-Sale Beer, and Off-Sale Beer License applications for the

Boondoks, Sumer Anderson, 107 12th Street

- On-Sale Beer License for the Nobles County Fair Association at 1600 Stower Drive
- Bills payable and totaling \$1,355,758.63 be ordered paid

MEMORANDUM OF UNDERSTAND BETWEEN THE CITY OF WORTHINGTON AND LAW ENFORCEMENT LABOR SERVICES (LELS) #4 APPROVED

The motion was made by Alderman Ten Haken, seconded by Alderman Woll and unanimously carried to approve a Memorandum of Understanding between the City of Worthington and the LELS #4, which adds a provision to their contract related to extended sick leave bank and paid time off privileges at the time of retirement, and to authorize the Mayor to execute the MOU.

The provision had previously been approved by Council but was not transferred to the LELS #4 contract at renewal.

FIRE STATION CHANGE ORDER REQUESTS GC-FIVE AND GC-SIX APPROVED

Staff was requesting Council approval of the following change orders to the Fire Station project:

GC-Five - Unidentified conditions necessitated the removal and replacement of Second Avenue pavement at the intersection with Ninth Street to match the planned curb grades needed to maintain drainage. The Changer Order results in a \$10,914.00 addition to the project.

GC-Six - Staff recommended deletion of the provision of Landscaping and Planting on the site as defined in the Civil Engineering Construction Documents, Drawing Sheet A1.1 and in Specification Sections 329200 Turf and Grasses and 325800 Landscaping. The City will provide the Landscaping and Planting on site saving approximately \$8,000.00. The Change Order results in a \$20,000 deduct to the project.

The motion was made by Alderman Nelson, seconded by Alderman Ten Haken and unanimously carried to approve Change Orders GC-Five and GC-Six as presented.

RESOLUTION NO. 3501 ADOPTED APPROVING PROPOSED CHANGE OF CONTROL OF KNOLOGY, INC.

Knology of the Plains, Inc., a wholly-owned subsidiary of Knology, Inc., currently owns, operates and maintains a cable television system in Worthington and holds a cable television franchise granted by the City. In late April, the City received a request from Knology to approve a proposed change of control of Knology consisting of the acquisition of Knology and its subsidiaries by WideOpenWest Finance, LLC ("WOW"). The transaction is labeled as a merger and will result in Knology no longer being a public traded company, but a privately held, wholly owned subsidiary of

WOW. Federal law and the franchise agreement require that the City take action to consider the request. Knology's current franchise agreement expires on or about October 26, 2013, but the merger is scheduled to close by the end of June 2012. Staff worked with Moss & Barnett, the City's outside legal counsel specializing in cable communications, regarding the proposal and the legal, technical, and financial qualifications of WOW. Moss & Barnett provided a detailed report and were recommending Council approval of a resolution regarding the proposed change of control that addresses the franchise renewal as well as the condition that the City's costs associated with the review of WOW's qualifications shall be fully reimbursed by the applicants. In response to an inquiry by Council, Craig Clark, City Administrator, noted he had been informed by Counsel that the City can't require the renewal of the franchise agreement to coincide with the change of control.

The motion was made by Alderman Woll, seconded by Alderman Ten Haken and unanimously carried to adopt the following resolution approving the change of control of Knology, Inc.:

RESOLUTION NO 3501

APPROVING PROPOSED CHANGE OF CONTROL OF KNOLOGY, INC.

(Refer to Resolution File for complete copy of Resolution)

ORDINANCE NO. 1056 ADOPTED AMENDING TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON TO REZONE PROPERTY FROM "R-3" - LOW DENSITY PRESERVATION RESIDENTIAL TO "B-3 -GENERAL BUSINESS - 1314 BURLINGTON AVENUE

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance to rezone the property located at 1314 Burlington Avenue and legally described as follows from "R-3" - Low Density Preservation Residential to "B-3" - General Business:

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

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

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

ORDINANCE NO. 1056

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

(Refer to Ordinance File for complete copy of Ordinance)

**SECOND READING PROPOSED ORDINANCE TO VACATE PART OF PLATTED
PUBLIC UTILITY EASEMENTS IN PRAIRIE EXPO FIRST ADDITION**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance vacating part of platted public utility easements in Lot 1, Block 2, Prairie Expo First Addition as follows:

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

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

Section II.

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

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

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

**SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE
WORTHINGTON CITY CODE TO REZONE - 1415 FOURTH AVENUE**

Pursuant to published notice this was the time and date set for the second reading of a proposed ordinance that would rezone the property located at 1415 Fourth Avenue from "R-4" - One Family Detached Residential Districts to Planned Unit Development (PUD) District #11. The property is legally described as follows:

All of Block 35 Plat of Worthington (Original Townsite), City of Worthington, Nobles County, Minnesota

The above-described property shall be subject to the following zoning/land use regulations:

Permitted Uses - Office Services and all other permitted uses and special uses in the "R-4" - One Family Detached Residential District shall be permissible within this PUD.

Density Area and Bulk Regulations - All development within the PUD must comply with the

following the density, area and bulk regulations established for the "R-4" District.

Site Plan - For the purpose of this Ordinance, the information presented in "Exhibit A" shall serve as the approved site plan for the Planned Unit Development. Any delineation from the approved plan shall require approval from the City Council, after receiving a recommendation from the Planning Commission.

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

WORTHINGTON FIRE DEPARTMENT REQUEST FOR CONTROL BURN TRAINING EXERCISE APPROVED

The Worthington Fire Department was seeking Council authorization to conduct a control burn training exercise on a dilapidated barn structure on County Road 5 within the City limits. The physical description of the property is Parcel # 31-3824-000, Section 19, Township 102N, Range 39W, 11.83 Acre Tract in NW 1/4 of SW 1/4, and owned by Paul Larson, Jackson, MN. Mr. Larson who contacted the Worthington Fire Department upon notification by the City's Community Service Officer that the property was a nuisance. Council requested that Craig Clark, City Administrator, investigate whether the City would be required to carry additional insurance for the training.

The motion was made by Alderman Woll, seconded by Alderman Kuhle and unanimously carried to approve the Worthington Fire Department request to conduct a control burn training.

PLANS APPROVED FOR APRON A RECONSTRUCTION PROJECT WORTHINGTON AIRPORT

Although the Airport Apron A reconstruction project was bid last year, the FAA was ultimately unable to fund the project. This year, funding of the project is identified to be from the City's federal entitlement balance and the state's apportionment of federal funds. Funding is not certain until bids are received and an agreement is offered. Based on funding status, it was determined the project should be rebid this year. Mead and Hunt has completed an update of the plans and specifications for the project as authorized by Council.

Current project estimate including engineering but excluding contingencies is \$640,000. The 2012 Airport budget includes a total of \$657,752 for the project, but identifies 95% of the project costs as being federally funded, with local costs of 5%. The Airport Improvements Program (AIP) has been reauthorized with 90% federal funding rather than 95%. The current airport reserve for capital improvements is projected to be adequate for the increased local share of the proposed project but will not be adequate for the Taxiway C extension project in the future, which would need to be delayed and/or partially financed with an internal loan repaid from multiplane hangar lease revenues. The lease revenues add \$18,000 annually to the reserve.

The motion was made by Alderman Kuhle, seconded by Alderman Woll and unanimously carried to approve the plans and specifications for the Apron A project and authorize the advertisement for bids to be received on July 23, 2012

2012 STORM SEWER IMPROVEMENTS PROJECT APPROVED WITH AUTHORIZATION TO ADVERTISE FOR BIDS

The 2012 Storm Sewer Fund budget includes \$135,000 for reconstruction of storm sewer on 9th Avenue from Clement Street to an easement and alley corridor located approximately 200 feet west of Clement Street, to replace an aged, undersized clay pipe that can no longer be maintained. The replacement sewer will be sized to meet current design standards. The estimated project cost including engineering and contingencies is the budgeted amount.

The motion was made by Alderman Woll, seconded by Alderman Kuhle and unanimously carried to approve the plans for the 2012 Storm Sewer Projects and authorize advertisement for bids to be received on July 23, 2012 and considered for award at the July 23, 2012 Council meeting.

COUNCIL COMMITTEE REPORTS

Mayor Oberloh - no report but expressed concern regarding the truck for sale ad recently posted by Worthington Public Utilities.

Alderman Ten Haken - Distributed maps of MnDOT District 7's 2013-2016 Highway Construction Program and 2012 Construction Projects.

Alderman Kuhle - nothing to report.

Alderman Nelson - nothing to report.

Alderman Woll - nothing to report.

CITY ADMINISTRATOR'S REPORT

Craig Clark, City Administrator, said he had nothing to report at this time.

ADJOURNMENT

The motion was made by Alderman Woll, seconded by Alderman Kuhle and unanimously carried to adjourn the meeting at 7:55 p.m.

Janice Oberloh, MCMC
City Clerk

UNAPPROVED

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING JULY 2, 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, Gary Hoffmann and Kevin Donovan. Absent was Ron Wood (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 Donovan, seconded by Commissioner Hoffmann and unanimously carried to close the agenda as presented.

WATER AND LIGHT COMMISSION MINUTES

A motion was made by Commissioner Elsing, seconded by Commissioner Hoffmann and unanimously carried to approve the Water and Light Commission minutes of the regular meeting held June 18, 2012.

2012 WATER AND SEWER RECONSTRUCTION PROJECT BID RESULTS

Scott Hain, General Manager, reported that bids were received on June 27 for the 2012 water and sewer reconstruction project based on the plans and specifications approved by the Water and Light Commission at their May 18, 2012, regular meeting. Two bids were received for the three schedules of work included in the project. Larson Crane Service, Inc. submitted a total bid of \$314,440.50 and Carstensen Contracting, Inc. submitted a total bid of \$495,102.03.

The total amount of the low bid for the two water main schedules is \$2,344.95 or .84% over the engineer's estimate and \$37,470 or 11.2% over the amount included in the 2012 Water Department budget. The two water main schedules were projected to come in over budget as a result of changes in the scope of work. The total amount of the low bid for the sewer schedule is \$9,702.90 over the engineer's estimate and is close to the original 2012 budgeted amount.

Mr. Hain reviewed the local water and sewer cost obligations that will be incurred with the awarding of the contract by MnDOT for Phase III of the Highway 60 project. The local share of the water related costs is \$126,421 over the 2012 budget. The local share of sanitary sewer related costs is \$43,763.89 over the 2012 budget.

Mr. Hain reported that the total water fund costs, including those related to Phase III of the Highway 60 project, are expected to exceed the amount included in the 2012 Water Department budget by \$163,891 or 21.5% should the Commission decide to award the bid for the 2012 water and sewer reconstruction project. The total sewer costs are expected to exceed the amount included in the 2012 Wastewater Department budget by \$43,763.89 or 35.3% (including Phase III of the Highway 60 project).

Discussion was held on potential increased costs that may be incurred by delaying the projects, the issues relating to backlogging projects and the potential use of reserve funds to cover the budget shortfalls should the Commission award the bid.

After discussion, a motion was made by Commissioner Elsing, seconded by Commissioner Donovan and unanimously carried to award the bid for the 2012 water and sewer reconstruction project to Larson Crane Service in the amount of \$314,440.50 and to authorize the use of water and wastewater reserve funds to cover the expected budget shortfalls.

2011 OPERATING RATIOS AND INTERNAL BENCHMARKS

Scott Hain, General Manager, presented the Commission with the 2011 operating ratios and internal benchmarking data for the water, wastewater and electric departments.

Mr. Hain also presented the operating ratios comparing Worthington Public Utilities with approximately 170 other publicly owned electric utilities. The comparative ratios were derived from 2009 data reported to the American Public Power Association (APPA) in response to a performance indicator survey.

LEWIS & CLARK EXCESS CAPACITY AVAILABILITY

Scott Hain, General Manager, presented the Commission with a memo dated June 29, 2012, from Troy Larson, Executive Director for Lewis and Clark Regional Water System, which provides details on the City of Beresford, South Dakota, wanting to sell 300,000 gallons of their "excess capacity". The memo serves as notification to all 19 Lewis and Clark members of the opportunity to secure a proportional share of this excess capacity.

Hull, Iowa, and Harrisburg, South Dakota, have expressed an interest in securing the additional capacity. Discussion was held on Worthington's interest in possibly securing their proportional share.

After discussion, a motion was made by Commissioner Donovan, seconded by Commissioner Hoffmann and unanimously carried to decline our proportional share of the 300,000 gallons of excess capacity.

LOAD MANAGEMENT UPDATE

Scott Hain, General Manager, provided the Commission with an update on recent load management activities that have taken place.

SUBSTATION TIE TRANSMISSION PROJECT

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

TENNIS COMPLEX LIGHTING PROJECT

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

UTILITY BILLS PAYABLE

A motion was made by Commissioner Hoffmann, seconded by Commissioner Donovan and unanimously carried to approve the utility bills payable totaling \$162,698.55 for June 22 and June 29.

ADJOURNMENT

A motion was made by Commissioner Hoffmann, seconded by Commissioner Elsing and unanimously carried to adjourn the meeting at 8:05 A.M., DST. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

ADMINISTRATIVE SERVICES MEMO

DATE: JULY 6, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - ST. MARY'S CATHOLIC CHURCH

St. Mary's Catholic Church has submitted an application for Exemption from Lawful Gambling as follows:

Organization:	St. Mary's Catholic Church
Chief Executive Officer:	Fr. James F. Callahan
Type of Activity:	Raffles
Date and Location of Event:	October 28, 2012 St. Mary's Catholic School, 1206 Eighth Avenue

Council action is requested on the application.

2. CITY HALL CLOSURE - FRIDAY AFTER THANKSGIVING

Since 2008 City Council has approved the closing of City offices on the Friday immediately following Thanksgiving. As the City of Worthington does not recognize the Friday after Thanksgiving as a legal holiday, employees are required to use PTO, their floating holiday, or unpaid time off for that day. They have also be given the option of working that day, however no public business shall be conducted. To date, staff is unaware of any negative comments due to the extended closing, as State offices and Nobles County offices are also closed on that Friday. Staff is requesting that Council once again approve the closing of City offices on the Friday after Thanksgiving.

Council action is requested.

3. TEMPORARY ON-SALE BEER LICENSE

United Way of Nobles County has submitted an application for a temporary on-sale beer license to operate a beer garden for JBS's annual event at Centennial Park from 5:00 p.m. to 9:00 p.m. on Saturday, July 28, 2012. All required fees and paperwork have been received.

Council action is requested on the application.

4. **REQUEST FOR STREET CLOSURE - INTERNATIONAL FESTIVAL**

The City has received an application from the International Festival Committee to block the following streets from 10:00 a.m. on Friday, July 13th to 11:00 p.m. on Saturday, July 14th, for their 2012 festival:

Third Avenue between Ninth and Tenth Streets
Fourth Avenue between Ninth and Tenth Streets

Brett Lehman has been designated by the Committee as the Safety Officer for the event. As stated on application form, a certificate of liability insurance will be provided to the City following Council approval of the closure.

Council action is requested on the application to block streets for the International Festival on July 13 and 14, 2012.

CASE ITEMS

1. **CONSIDERATION OF ALTERNATIVES FOR THE FIRST EVANGELICAL LUTHERAN CHURCH IN RELATION TO CITY PROPERTY AT 1215 THIRD AVENUE (CURRENT FIRE STATION)**

With the discussion of the status of the current fire station it has come to the attention of the Lutheran Church that an easement is not in place for their garage that is accessible only by what was at one time the alley.

As a result staff has visited with Church leaders about possible options that exist which would accommodate their garage access. Three options have been identified. They are as follows:

- Sell the Church 22'X 124' strip along the NW side of the current City property. They have proposed compensation to the City of \$3,000. (This would require the City to receive an easement to access our property.)
- Swap the 22'X 124" strip described above for the SE 28'X 52" wide part of the Church parking lot property. (This would require the City to receive an easement to access our property.)
- Provide an easement for the 22'X 124' on the City property for \$750. This easement would terminate if the Church is sold for another purpose, is demolished or the

garage ceases to be used for the storage of vehicles.

A map has been included (*Exhibit 1*) that depicts the tracts involved in the various alternatives. Customarily the City would conduct an appraisal of the property to determine a fair compensation for the City. While an appraisal may not be warranted, the easement does have the potential to notably impact any future sale of the property and a fair amount should be considered. Should option three be chosen staff felt \$1,500 would be a more appropriate amount for the perpetual easement so long as the prescribed conditions exist.

The Church has also requested a formal agreement of the joint parking arrangement that exists between the church and current fire station. This use would be solely confined to allowing the shared use so long as the parking lot remains. There would not be any requirement of future maintenance. The Church will prepare any alternatives and our Attorney will review the documents for final Council action.

Council direction is requested.

2. INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL #49 AGREEMENT

Following lengthy negotiations with the members of IUOE Local #49, which included a mediation session held on May 25, agreeable provisions have been reached and the union has executed the agreement which covers the years 2012-2014. The agreement with proposed changes is included as *Exhibit 2* and made a slight modification to 26.4 from what was in the 6/25/12 Council packet dealing with the merit increases not being automatic at the expiration of the contract term. The wording change did not impact our Administrative implementation of the provision but provided more comfort to the union stewards.

The contract is similar to the LELS bargaining units and provides the following items:

- Employees to receive step and merit (whichever is applicable) wage adjustments on their individual anniversary dates in 2012, 2013 and 2014;
- Employees to receive a 1% cost-of-living adjustment (COLA) to wages effective 1-1-13;
- Employees to receive a 2.0% cost-of-living adjustment (COLA) to wages effective 1-1-14;
- Elimination of the Me Also Provision language in agreement;
- Drop CPI language in the agreement due to specificity of each years COLA;
- No automatic increase in merit pay at the expiration of the contract but will be retroactive if awarded in the subsequent contract;
- Delete transition language of the merit system now that it is established;
- Adjust contract dates for a three year term 2012-2014 and

- Adjust the Exhibit A&B to conform with the COLA wage adjustments.

Administrative staff are in support of approval of this agreement and feel it meets the parameters the Council has developed. The Water and Light Commission has recommended approval.

Staff also requests that the Council approve the same compensation provisions included in the proposed agreement to be applicable to non-aligned City employees as appropriate for the same time period.

Council action is requested to approve the 2012-2014 contract with the International Union of Operating Engineers Local 49 included as *Exhibit 2*, authorizing the Mayor to sign, as well as afford the same conditions to non-aligned City employees as applicable.

3. **THIRD READING PROPOSED ORDINANCE VACATING PART OF PLATTED PUBLIC UTILITY EASEMENTS IN PRAIRIE EXPO FIRST ADDITION**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to vacate part of platted public utility easements in Lot 1, Block 2, Prairie Expo First Addition as follows:

Section I.

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

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

Section II.

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

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

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

4. **THIRD READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE WORTHINGTON CITY CODE TO REZONE - 1415 FOURTH AVENUE**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to amend Title XV of the City Code of the City of Worthington, Nobles County, Minnesota to rezone the property located at 1415 Fourth Avenue as follows:

SECTION I.

That Title XV of the City Code be amended by rezoning the following described property from "R-4" One Family Detached Residential Districts to Planned Unit Development (PUD) District #11.

All of Block 35, Plat of Worthington (Original Townsite), City of Worthington, Nobles County, Minnesota.

The above-described property shall be subject to the following zoning/land use regulations:

Permitted Uses - Office Services and all other permitted uses and special uses in the "R-4" - One Family Detached Residential District shall be permissible within this PUD.

Density Area and Bulk Regulations - All development within the PUD must comply with the following the density, area and bulk regulations established for the "R-4" District.

Site Plan - For the purpose of this Ordinance, the information presented in "Exhibit A" shall serve as the approved site plan for the Planned Unit Development. Any delineation from the approved plan shall require approval from the City Council, after receiving a recommendation from the Planning Commission.

Any regulation, standard, provision or requirement that is not specifically addressed within this Ordinance that is regulated elsewhere in the City Code of Worthington, Minnesota, the requirements of the City Code shall still be enforced.

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

5. **APPOINT ELECTION JUDGES FOR AUGUST 14, 2012 STATE PRIMARY ELECTION**

Administrative Services Memo

July 6, 2012

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State Statute 204B.21 Subd, 2 states that election judges for precincts in a municipality shall be appointed by the governing body of the municipality at least 25 days before the election at which they will serve, which this year is July 20th for the August 14, 2012 state primary election. ***Exhibit 3*** is the slate of judges appointed to serve for the August 14, 2012 primary election and their designated polling precincts.

Council action is requested to appoint the August 14, 2012 Primary Election judges.

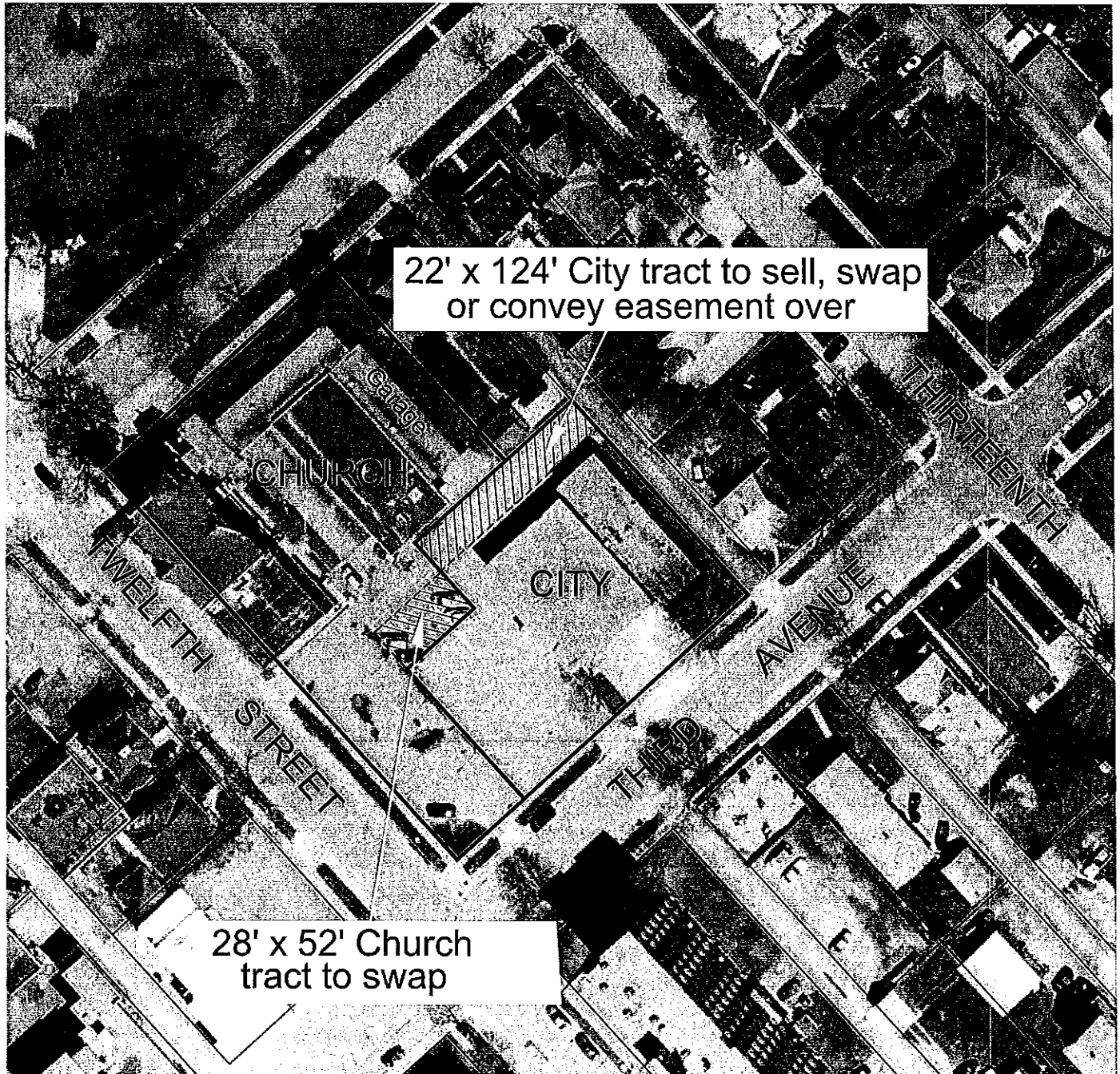


Exhibit 1

200912 - 20144

AGREEMENT BETWEEN

THE CITY OF WORTHINGTON

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, AFL-CIO

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**BETWEEN
CITY OF WORTHINGTON
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49, AFL-CIO**

ARTICLE I PURPOSE OF AGREEMENT

This agreement is entered into this 1st day of January 2009~~12~~ by and between the City of Worthington, Minnesota, called the EMPLOYER, and the International Union of Operating Engineers Local No. 49, AFL-CIO, hereinafter called the UNION. The intent and purpose of this AGREEMENT are to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II RECOGNITION

- 2.1 The EMPLOYER hereby recognizes the UNION as the formal and exclusive representative under Minnesota Statutes 179.71, Subd. 3 for employees of the City of Worthington Public Works Department, the Municipal Utilities Department and Community Development Department and as shown by Exhibits "A" and "B" who work more than fourteen (14) hours per week and more than one hundred (100) work days per year excluding seasonal and all other employees.
- 2.2 The EMPLOYER will not enter into any agreement with the employees in the units, either individually or collectively, which in any way conflicts with the terms and conditions of this AGREEMENT.

ARTICLE III EMPLOYER AUTHORITY

- 3.1 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Nothing in this AGREEMENT shall be construed as binding the EMPLOYER to past

practices or practices not expressly made a part of this AGREEMENT. The prerogatives or authority that the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

1. Direct employees,
 2. Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees for just cause.
 3. Relieve employees from duties because of lack of work or other legitimate reasons.
 4. Maintain the efficiency of the government operations.
 5. Determine the methods, means, job classifications and personnel by which such operations are to be conducted.
 6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
 7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- 3.2 Any term and condition of the employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate. This does not preclude the two parties meeting on a meet and confer basis.

ARTICLE IV UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 Deduct from the paychecks each month the dues of the employees who individually request, in writing, that such deductions be made.
- 4.2 The amounts to be deducted shall be certified to the EMPLOYER by the UNION and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Treasurer of the UNION or his designees after such deductions are made.
- 4.3 The UNION shall provide standard authorization cards for check off dues.
- 4.4 The EMPLOYER will recognize the right of the UNION to select two (2) stewards to represent the employees. They shall have the right to process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted from the steward supervisor. The UNION shall inform the EMPLOYER in writing of name of selected stewards.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suites, orders, or judgments brought or issued against the EMPLOYER as

a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE V EMPLOYER SECURITY

- 5.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slowdown, other interruption of or interference with the normal functions of the EMPLOYER, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by the Public Employees Relations Act, Sect. 179.64 Subd. 7.
- 5.2 Any employee who engages in an illegal strike may have his (her) appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 5.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his (her) EMPLOYER on the date or dates when an illegal strike occurs is prima facie presumed to have engaged in an illegal strike on such date or dates.
- 5.4 An employee who knowingly illegally strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have therefore been entitled.
- 5.5 No employee shall be entitled to any daily pay, wages, or per diem for the days on which he (she) engaged in a strike.

ARTICLE VI NON-DISCRIMINATION

- 6.1 The provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to age (except for mandatory retirement), sex, marital status, race, creed, national origin, political affiliation or membership in the UNION.

ARTICLE VII EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS

The following are definitions of terms used in this Article.

- 7.1.1 GRIEVANCE - A "grievance" means a dispute or disagreement as to the interpretation or application of specific terms of this AGREEMENT.

- 7.1.2 DAYS - "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.
- 7.1.3 SERVICE - "Service" means personal service or by Certified Mail.
- 7.1.4 REDUCED TO WRITING - "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provisions of the AGREEMENT in dispute, and the relief requested.
- 7.1.5 ANSWER - "Answer" means a concise response outlining the EMPLOYER'S position on the grievance.
- 7.2 PROCEDURE - Grievance as defined by Section 5.1.1 shall be resolved in conformance with the following procedure.

Step 1. Whenever any employee or employees have a grievance, he or she or the Union Steward shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within ten (10) days after the grievance occurred. If the grievance is not resolved within five (5) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative or the employee and served upon the CITY'S DESIGNATE. Any grievance placed in writing must be signed by the affected employee and the UNION'S representative in order to be appealed to Step 2. The CITY shall, within five (5) days of receipt of the written grievance, serve its answer upon the exclusive representative.

Step 2. The CITY'S representative shall meet with the exclusive representative within seven (7) days after receipt of the CITY'S written answer. The parties shall endeavor to mutually resolve the grievance. If the resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached by all parties within fifteen (15) days of the first Step 2 meeting, the exclusive representative, if he elects to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the CITY, its chief administrator, or its special representative. Service must be made within fifteen (15) days of the last meeting. The notification shall contain a concise statement indicating the intentions of the party to proceed with the grievance, an outline of the grievance, the provisions of the contract in dispute and a relief requested.

Step 3. The CITY its chief administrator or its special representative shall meet with the designated exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If the resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. A grievance not resolved in Step 3 may be

appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the CITY'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union.

- 7.3 The arbitrator shall not have the power to add to, subtract from or modify in any way the terms of the existing AGREEMENT and his decision shall be confined to the specific issues of the grievance.
- 7.4 The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provisions of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.
- 7.5 Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation.
- 7.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and UNION.
- 7.7 **ELECTION OF REMEDIES** - If the grievance remains unresolved after Step 4, and if the grievance involves the suspension, demotion or discharge for just cause of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of the grievance procedure or procedures such as: veterans preference, civil service of fair employment. If appealed to any procedure other than Step 5 of the grievance procedure, the grievance is not subject to arbitration as set forth in Step 5 of the grievance procedure. Except with respect to statutes under the

jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), Cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992) is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5 of the grievance procedure or another grievance procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal to Step 5 of the grievance procedure.

ARTICLE VIII DEFINITIONS

- 8.1 **UNION:** Local Union No. 49 International Union of Operating Engineers, AFL-CIO.
- 8.2 **EMPLOYER:** The City of Worthington.
- 8.3 **UNION MEMBER:** A member of the Local No. 49 International Union of Operating Engineers, AFL-CIO.
- 8.4 **EMPLOYEE:** An employee from within the exclusively recognized bargaining unit.
- 8.5 **BASE PAY RATE:** The employee's hourly pay rate exclusive of any other allowances.
- 8.6 **SENIORITY:** Length of continuous service with the EMPLOYER.
- 8.7 **CALL BACK:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 8.8 **EMERGENCY:** An unforeseen combination of circumstances or condition calling for immediate action.

ARTICLE IX WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, except employees required to work on a shift basis.
- 9.2 Non-administrative regular scheduled work day hours require flexibility but generally are from 7:30 a.m. to 4:00 p.m. Monday through Friday. Non-administrative

departments are not in operation on Saturdays, Sundays and observed holidays except as necessary for shift work and seasonal work loads.

- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.
- 9.4 Shift employees scheduled to work hours other than the regular scheduled work day hours shall be compensated \$40.00 per month above the regular rate of pay.
- 9.5 Employees that are required to temporarily work a shift that includes other than normal work day hours will be paid an additional one dollar (\$1.00) per hour for that temporary shift up to a maximum of eight (8) hours, at which time the employee shall be paid at their overtime rate. This differential will not be paid on Saturday, Sunday, or holidays as all work accomplished during these days will be compensated at an overtime rate addressed in 10.1 and 10.3, or whenever the employee's entire normal work day shift is worked as part of the temporary shift.
- 9.6 For the purpose of computing salaries for a period of less than one month, the annual rate shall be divided by 2080 hours and the result shall be multiplied by the actual hours worked.
- 9.7 Any person selected by management to fill in for a supervisor will receive an additional fifty cents (\$.50) per hour for hours worked in a supervisory capacity. Specific selection (if any) shall be at the discretion of management and shall be on an "as needed" basis as determined by management.

ARTICLE X OVERTIME

- 10.1 Hours worked in excess of eight (8) hours per day will be paid at the rate of time and one-half the regular rate; hours worked in excess of forty (40) hours per week will be paid at the rate of time and one-half the regular rate.
- 10.2 All hours worked on Saturdays and Sundays that are not a part of an employees normally scheduled work week, will be paid at the rate of time and one-half the regular rate.
- 10.3 City-paid comp time, sick leave and vacation hours are not normally considered to be hours worked in the computation of overtime. An exception may be made by the employee's immediate supervisor in the event of extenuating circumstances.

- 10.4 Employees required to work on any of the Ten (10) holidays will receive eight (8) hours of holiday pay at the regular rate in addition to time and one-half pay for all hours worked on the holiday.
- 10.5 No employee shall work in excess of forty (40) hours per week unless the supervisor grants approval of such overtime after having received approval from the General Manager of Utilities, the Community Development Director, the Superintendent of Streets and Public Works or the City Administrator. The only exception shall be in the event of emergencies in which case the supervisor shall report such overtime to the appropriate departmental manager.

10.6 STAND-BY DUTY

Employees on stand-by duty shall receive nine (9) hours of pay at the regular rate for each week that they are assigned to such duty. Any non-scheduled hours worked while on stand-by duty will be compensated according to the call back provisions located in Article XI. The supervisor of the respective departments shall rotate stand-by duty among the employees of that department who are qualified to perform the same duty, so as to prevent any discrimination. Employees who are on stand-by duty must be able to report for work immediately or, in the case of inclement weather, within thirty (30) minutes of being called to work.

ARTICLE XI CALL BACK

An employee called in for work after having retired from their regular day's work shall receive the greater of two (2) hours at regular pay or actual hours at the overtime rate. Regardless of the actual hours worked the employee shall receive a minimum equal to two (2) hours at regular pay. Employees who are on call-back must report immediately or, in the case of inclement weather, must report within one hour of being called.

ARTICLE XII LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws and non-observance of laws, after proper investigation may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation, or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE XIII RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work that cannot be performed during normal working hours and regular occurring overtime by employees covered by this AGREEMENT.

ARTICLE XIV SENIORITY

- 14.1 Seniority shall be on the basis of the employee's last date of hire.
- 14.2 Seniority shall not be affected by race, color, creed, sex, age or marital status of an employee.
- 14.3 Seniority lists showing the employee's last date of hire, job classifications, and name shall be kept up-to-date and a copy of such provided to the UNION annually.
- 14.4 Seniority will be the determining criterion for transfers, promotions, and lay off only when all other qualification factors are equal.
- 14.5 Lay offs shall be in accordance with inverse order of seniority and recall in order of seniority.
- 14.6 All newly hired or rehired employees will serve a six (6) months' probationary period.
- 14.7 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.8 Employees who move from one classification to another shall serve a thirty (30) day probationary period. Such employee may return at his/her old rate and classification anytime during this thirty (30) day period.
- 14.9 All vacancies within the bargaining unit shall be filled by lower paid employees in accordance with their seniority rights, provided however, the employee seeking the higher paid job is able and qualified to perform the work required as determined by the supervisor and confirmed by the proper board or City Council. If it becomes necessary in making a promotion to bypass the senior employee, reasons for the said denial shall be given in writing, to said employee, if requested by said employee, within three (3) days after the position is filled. The employee who is promoted shall be granted a thirty (30) day trial period to determine (1) his/her ability to perform the job; (2) his/her desire to remain on the job, during the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to the UNION, in writing, by the EMPLOYER, with a copy to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee will receive the rate of the job he/she is performing.

ARTICLE XV JOB POSTING

- 15.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the necessary qualifications to meet the standards of job vacancy; and
 - b. have the ability to perform the duties and responsibilities of the job vacancy.
- 15.2 Employees filling a higher job class based on the provisions of the ARTICLE shall be subject to the conditions of ARTICLE XIV (SENIORITY).
- 15.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 15.4 Job vacancies within the designated bargaining unit will be posted for seven (7) working days so that members of the bargaining unit can be considered for such vacancies. The permanent employee with the highest seniority shall be given first opportunity to step up (or down, with reduced pay and demotion, "for health or other reasons"), for the promotion if qualified.

ARTICLE XVI SAFETY

- 16.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.
- 16.2 The EMPLOYER will furnish to all employees such protective safety equipment that it deems necessary for the carrying out of the employees duties. Equipment such as gloves, shoes, clothing, etc. not required as a condition of employment shall be furnished by the employees. Any employee who fails to wear protective equipment when required to do so, will be subject to disciplinary action.
- 16.3 Safety vests will be worn at all times when outside a vehicle with an enclosed cab. Hard hats shall be worn by employees when on construction or maintenance where overhead danger is present or when instructed by their supervisor. Hard hats will not be required when riding or driving a motor vehicle with an enclosed cab.

ARTICLE XVII HOLIDAY LEAVE

- 17.1 Employees shall receive ten (10) holidays per year as outlined below:

New Years Day	January 1st
Martin Luther King Day	3rd Monday in January

Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Floating Holiday	(to be designated by employee and by supervisor)

- 17.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Saturday, the preceding Friday shall be the Holiday.
- 17.3 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following Monday shall be the Holiday.
- 17.4 An employee must work the day before and the day following a Holiday in order to be eligible for Holiday pay unless he/she has an excuse to be absent from an authorized supervisor.
- 17.5 When a Holiday falls on an employee's day off, he/she shall work his regular scheduled week and be compensated in lieu of the Holiday at the straight hourly time rate or take an additional day or shift off.
- 17.6 When a Holiday falls on an employee's vacation period, he/she shall be compensated in lieu of the holiday at the straight hourly time rate or take an additional day or shift off.
- 17.7 The supervisors in determining the floating holiday schedule will take into account and respect the wishes of the employee as the needs of the department will permit. Seniority will prevail.

ARTICLE XVIII PAID TIME OFF (PTO)

- 18.1 Effective January 1, 2000, Articles 18, 19, and 20 as they appeared in prior contracts relating to Vacation Leave, Sick Leave and Funeral Leave are repealed in their entirety and replaced by the following system of Paid Time Off (PTO), extended sick leave bank, annual conversion privileges, retirement conversion privileges, and new PTO accrual rates. Funeral leave provisions will appear in Article 19 and the Holiday schedule from January 1, 2000 forward appears in Article 17.

18.2 ACCRUAL

Paid time off will be accrued according to the attached schedule:

PTO Accrual Schedule

<u>Years Completed</u>	<u>PTO Days Accrued Annually</u>
1-3	16
4-5	17
6	18
7	19
8	20
9	21
10	22
11-12	23
13-14	24
15-16	25
17-18	26
19	27
20-22	28
23-24	29
25 plus	31

18.3 EXTENDED SICK LEAVE BANK (ESLB)

All Employees regardless of length of service will accrue ESLB days at the rate of nine (9) per year. The purpose of the ESLB is to provide income security for the Employee in the event of an extended illness. Employees may accrue up to eight hundred (800) hours of ESLB.

18.4 USE OF PAID TIME OFF AND EXTENDED SICK LEAVE BANK

For the first six days (48 hours) of sickness/illness per calendar year the Employee shall use PTO. For workers compensation illness or injury and in-patient hospitalization or an out-patient procedure which requires overnight admission the Employee may choose to have the time off come immediately out of the ESLB. Alternatively, the Employee, at their option, may choose to use PTO time.

18.5 MANDATORY PTO USE AND MAXIMUM ACCRUAL ALLOWED

By the conversion date each year (first Friday in December that is a payday), Employees must have used a minimum of 50% of their annual allotted PTO days in order to elect using the various conversion options. If an Employee uses less than 50% of their annual allotted PTO days, they may carry over the unused days. However, at December 31st of each year an Employee's PTO balance may not exceed

one and one-half (1½) times their annual PTO accrual rate. Any hours/days exceeding the one and one-half times ceiling will be lost and the balance will be adjusted to comply with the maximum allowable PTO balance.

18.6 ANNUAL CONVERSION OPTIONS/IMPLEMENTATION OF CONVERSION

Employees will each year, after meeting the 50% usage of annual PTO accrual requirement, have the option to convert any portion of their remaining PTO balance into other options of equal monetary value to their hourly rate. Conversions will take place in December of each year and may take any one of the following forms (conversion payouts, etc., will correspond with the second payroll in December):

- Cash
- Deferred Compensation (subject to IRS limitations)
- Used to offset subsequent year's health insurance premiums (employee's portion), dental insurance, and other benefits per City policy
- Convert PTO hour for hour into the extended sick leave bank (ESLB)

18.7 EXTENDED SICK LEAVE BANK AND PTO CONVERSION PRIVILEGES AT RETIREMENT

Upon retiring to a PERA pension Employees will be eligible to convert one-third (1/3) of their ESLB and all remaining PTO into (subject to IRS regulations):

The International Union of Operating Engineers Local 49 bargaining unit elects to participate in the MSRS Health Care Savings Plan and establishes policy as follows:

The Health Care Savings Plan (HCSP) will begin June 1, 2004 and will remain in effect until December 31, 2011, at which time this policy will be reviewed, and/or revised and renewed for another contract period. Participation by all Local 49 bargaining unit employees is mandatory.

It is recognized by I.U.O.E. Local #49 and the City that the adoption of the PTO program and its annual conversion privileges will end the occasional discussions about increasing the sick leave contribution of five hundred (500) hours toward health insurance at retirement. All parties agree that this matter is now settled with this contract.

ARTICLE XIX FUNERAL LEAVE

If a death occurs in his or her immediate family, a regular full-time or probationary employee shall be entitled to funeral leave under the following conditions.

- 19.1 Immediate family shall mean the Employee's spouse, son, daughter, father, mother, legal guardian, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a member of the employee's own household.
- 19.2 For death occurring in an Employee's immediate family, the EMPLOYER will allow the necessary time-off up to three (3) working days leave to attend and to take care of affairs relating to the funeral with pay at straight time rate.
- 19.3 It is understood that payment under the above provisions is only for a day or days when the employee is scheduled to work and would have worked except for the death of such relative.
- 19.4 Upon receipt of one (1) day notice, a leave of absence without loss of regular pay up to eight (8) hours will be allowed as needed to attend the funeral of a regular or probationary employee's or spouse's grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, and grandchild. In the case of a grandparent or grandchild's death, if the family member's memorial service will take place more than 100 miles distant from the City, up to sixteen (16) hours will be granted. In the event a longer time of absence is required on the part of the Employee, Paid Time Off (PTO) may be used for the additional time off.
- 19.5 A leave of absence of up to two hours without loss of pay will be allowed for employees to attend the funeral of a fellow Employee or a City of Worthington retiree.

ARTICLE XX INSURANCE

- 20.1 An Employee retiring after January 1, 1977, who is at least 55 years of age but not yet eligible for Medicare benefits, or is eligible under Rule of 90, will be eligible to continue their group health coverage by paying the city the full cost of such coverage. This eligibility will continue until the individual becomes eligible for Medicare benefits or for group coverage as a result of other employment. This provision also applies to a dependent of a retired Employee if that dependent would otherwise be eligible under this plan and is not eligible for Medicare benefits or a group coverage as a result of employment. The provisions of §20.3 apply only to the extent that the insurance carrier agrees to provide such coverage. When selecting bids from insurance carriers, the EMPLOYER will request each bidder to provide coverage for retirees and their dependents under the Group Plan.
- 20.2 Long Term Disability Insurance Benefits.

The EMPLOYER shall pay the full cost of the long term disability plan.

20.3 CITY OF WORTHINGTON SELF INSURANCE HEALTH CARE TRUST ACCOUNT.

The parties agree that employee health care will be covered by the City of Worthington Employee Health Care Trust Account.

20.4 BOARD OF TRUSTEES CREATED.

The City shall create a trust account for the purpose of providing health care benefits to its Employees. A board of trustees will be created to direct the fiscal activities of the trust. The board shall consist of the following members: One City Council member, one utility Commission member, the City Administrator, the Director of Finance and Accounting, two members appointed by the membership of I.U.O.E. Local #49, two members appointed by the membership of L.E.L.S. Local #4, and two members selected by non-union Employees of the City of Worthington. As the bargaining unit makeup of the City changes from time to time the makeup of the board of trustees may change. In the future, new recognized bargaining units with less than ten (10) members will have one (1) voting member. New bargaining units with more than ten (10) members will have two (2) voting members.

20.5 DUTIES OF THE BOARD OF TRUSTEES OF THE CITY OF WORTHINGTON HEALTH CARE TRUST ACCOUNT.

The board of trustees shall have the following duties:

- 20.5.1 To monitor the fiscal standing of the trust account and make plan policy decisions based upon sound fiscal principals.
- 20.5.2 To annually take bids for plan administration, specific stop loss coverage and aggregate stop loss coverage.
- 20.5.3 To establish monthly rates for the health care plans offered by the trust based upon the costs of plan administration, specific stop loss costs, aggregate stop loss cost, actuarial advice given by the plan administrators and sound fiscal policy judgments based upon the condition of the fund balances.
- 20.5.4 The health care plan board of trustees shall meet monthly.

20.6 AMENDING HEALTH CARE PLAN BENEFIT LEVELS

The trustees shall establish plan benefits, deductibles and co-pay levels. In the event that any of the plan benefits, deductibles or co-pay levels are to be altered upward or downward from the five-hundred dollar (\$500) deductible plan in effect on March 1, 2000, such action may not occur until the start of a plan year which begins on March

1st of each year. In order to make any changes to one or all of these elements of the plan, the following process must be followed:

1. Health care plan trustees will announce their intention to amend benefits at the October meeting. I.U.O.E Local #49 directors will inform the I.U.O.E. Local #49 members of the intent to change benefit levels.
2. The health care plan trustees will clearly submit the changes in writing at their November meeting and then confer with their constituency groups about the proposed changes.
3. The health care plan trustees will cast a binding vote on the proposed benefit levels at the December meeting. In order to change benefits a sixty (60) percent affirmative vote of all trustees is required.

20.7 PLAN AVAILABILITY

The trustees may make available a variety of plans. Choice of the health care plan level selected will remain with the individual Employees. Employees may choose from among the variety of plans made available by the trustees.

20.8 CITY MONTHLY CONTRIBUTION TO EMPLOYEE HEALTH CARE AND EMPLOYEE OPTIONS.

A. Family Base Coverage

Effective January 1, 2003, the City of Worthington shall contribute \$460 per month toward Employee & dependent health care. In the event the "base family contribution rate increases beyond \$460 per month, the City and the Employee shall split the increase above \$460 on a 50/50 basis. All adjustments shall be against the current director approved plan monthly cost only. The current family out of pocket monthly medical premium payment is ~~\$379~~414/month as of January 1, ~~2009~~12. In the event that during the course of this contract the family out of pocket monthly medical premium payment should exceed \$600/month, the parties agree to meet and confer regarding the provisions of 20.8, A.

B. Single Coverage

Single employees will have 100% of their employee medical covered.

C. Opting Out and Redirecting Health Care Dollars

Effective July 1, 2001, those persons opting out of Health Care coverage may choose to be "grandfathered" at the \$360 contribution level. Single coverage employees may continue to redirect the difference between the single premium and \$360 per month, until such time as the premium passes \$360

per month. If in the future the premium would decrease below \$360 per month the employee could, again, redirect the funds.

Effective July 1, 2001, all new hires shall participate fully in the Health Care plan. Alternatively, the employee may "opt out", but may not redirect funds into alternative plans.

20.9 OTHER CONTRIBUTIONS TO THE HEALTH CARE TRUST FUND.

The City will deposit one hundred (100) percent of any workers compensation premium refunds into the health care trust account. The proceeds may be applied by the trustees as they see fit in setting the fiscal policies and coverage rates of the health care plans.

20.10 MEET AND CONFER.

The parties agree to meet and confer regarding the health care trust system being established by this contract at any time.

ARTICLE XXI LEAVE OF ABSENCE

Leaves of absence for reasonable periods, not to exceed one (1) year will be granted, without loss of seniority for:

- 21.1 Serving in an elected or appointed position with the City Council or International Union.
- 21.2 Illness leaves either physical or mental may be granted up to one year upon written request. Such leaves may be extended for like periods upon written request.

ARTICLE XXII MILITARY LEAVE

- 22.1 Employees who are members of a Reserve of the USA for the State of Minnesota and who are ordered by the State of Minnesota and who are ordered by the appropriate authorities to attend a mandatory training program or called into temporary active service shall be granted leave time with pay in compliance with State Statutes, MN 192.26.
- 22.2 Any employee who enters active service in the Armed Forces of the USA while employed by the EMPLOYER shall be granted a leave of absence, without pay, for the period of military service.

ARTICLE XXIII GENERAL PROVISIONS

- 23.1 Employees engaged in outside employment will be subject to the provisions of Section 200 - Employment, Part M - Outside Employment of the City of Worthington Personnel Policy.
- 23.2 Nothing in the above listed policies shall in any way affect the Pension and/or Retirement Plans of the Public Employees Retirement Association laws as established heretofore.
- 23.3 When an employee is required to use his/her personal vehicle for transportation in performing his/her duties while serving the EMPLOYER (except to and from the work site) he/she shall be reimbursed at the designated rate per mile as adjusted by the City Council from time to time.

ARTICLE XXIV RULES FOR EMPLOYEES PERSONAL CONDUCT

- 24.1 Employees shall be disciplined only for just cause.
- 24.2 Warning and suspension notices shall be in writing and if an employee is found innocent of the charges resulting in suspension or dismissal, he/she shall be paid in full for such time lost.

ARTICLE XXV SEVERANCE PAY

- 25.1 The following pay schedule will be in effect for employees permanently laid off.
 - 1. Two weeks pay plus one week for each year of service. The contract will be followed when any employees are laid off.

ARTICLE XXVI PERFORMANCE-BASED (MERIT) PAY

Effective January 1, 2009, all I.U.O.E. Local #49 positions will transition to the performance-based (merit) pay system as administered under the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.

- 26.1 All employees will receive annual written performance appraisals on their individual employment anniversary dates. Satisfactory performance (a composite average score of 3.0 or higher) is required to qualify for any adjustment to salary. Performance appraisals are not grievable.
- 26.2 Effective January 1, 2009, all separate pay for certification as established in prior contracts is eliminated. Any employee receiving certification pay as of December 31,

2008, will have that amount become part of their base wage. Employees will be required to meet certification requirements as outlined in their position descriptions and individual employment agreements.

- 26.3 The ~~five~~ I.U.O.E. Local #49 members on the tenure-based step program as of December 31, 2008, will remain on tenure-based steps as depicted in Exhibit A until they reach Step 6 (control point). They are then subject strictly to the performance-based (merit) provisions of the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.
- 26.4 ~~The eighteen I.U.O.E. Local #49 members at Step 6 (control point) as of December 31, 2008, will transition to the performance-based (merit) system as follows: Effective January 1, 2009, wages will be adjusted to the same percentage of the control point depicted in Exhibit B that the employee was at on December 31, 2008, including all certification pay. Effective July 1, 2009, wages will be adjusted to 102% of the control point (subject to satisfactory performance). Effective on each employee's individual anniversary date in 2010, base wage will be adjusted to 104% of the control point (subject to satisfactory performance appraisal). Effective on each employee's individual anniversary date in 2011, base wage will be adjusted to 106% of the control point (subject to satisfactory performance appraisal). There will be no automatic increase in merit pay at the expiration of this contract but it will be retroactive if awarded in the subsequent contract.~~
- 26.5 All employees hired after January 1, 2009, are subject strictly to the performance-based (merit) provisions of the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.
- 26.6 The City of Worthington/Worthington Public Utilities Compensation Administration Guidelines are not part of this agreement and are subject to change at any time through City Council and/or Water and Light Commission action.

ARTICLE XXVII WAIVER

- 27.1 Any and all prior agreements, resolution, practices, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and

unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVIII SAVINGS CLAUSE

- 28.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Worthington. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision maybe re-negotiated at the request of either party.

ARTICLE XXIX TERMS OF CONTRACT

This AGREEMENT shall be in full force and effect from January 1, ~~2009~~12, to December 31, ~~2014~~4, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before November 1, ~~2014~~4, that it desires to open the contract to negotiate the terms of the contract. Failure to give such notice shall cause this AGREEMENT to be renewed for a period of twelve (12) months from year to year automatically.

~~ME ALSO PROVISION~~

~~In the event that the City settles its wage adjustment with Law Enforcement Labor Services at an amount higher than that agreed to in this contract, I.U.O.E. Local 49 shall enjoy the same wage settlement as L.E.L.S.~~

EXHIBIT "A"
2009 TENURE-BASED STEPS

Effective January 1, 2009~~12~~, the following per hour rates of pay will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

Tenure-Based Steps

1 2 3 4 5 6-control point

PUBLIC WORKS

Public Works Operator II ~~16.97~~17.31 ~~17.56~~17.93 ~~18.16~~18.54 ~~18.76~~19.15
 ~~19.36~~19.76 ~~19.96~~20.37

WASTEWATER

Wastewater Operator II ~~17.99~~18.36 ~~18.63~~19.01 ~~19.26~~19.66 ~~19.90~~20.30
 ~~20.53~~20.95 ~~21.17~~21.60

~~Effective January 1, 2010, control points will be adjusted by a factor of 95% of the change in the Consumer Price Index, all urban wage earners index for the United States (CPI-U, U.S.) from August 2008 to August 2009, with a minimum increase of 1% and a maximum increase of 5%. Effective January 1, 2011, control points will be adjusted by a factor of 95% of the change in the Consumer Price Index, all urban wage earners index for the United States (CPI-U, U.S.) from August 2009 to August 2010 with a minimum increase of 1% and a maximum increase of 5%. Effective January 1, 2013, the following per hour rates of pay will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.~~

Tenure-Based Steps

 1 2 3 4 5 6-control point

PUBLIC WORKS

Public Works Operator II 17.48 18.10 18.72 19.34 19.95 20.57

WASTEWATER

Wastewater Operator II 18.55 19.20 19.86 20.51 21.17 21.82

Effective January 1, 2014, the following per hour rates of pay will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

Tenure-Based Steps

 1 2 3 4 5 6-control point

PUBLIC WORKS

<u>Public Works Operator II</u>	<u>17.83</u>	<u>18.46</u>	<u>19.09</u>	<u>19.72</u>	<u>20.35</u>	<u>20.98</u>
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WASTEWATER

<u>Wastewater Operator II</u>	<u>18.92</u>	<u>19.59</u>	<u>20.26</u>	<u>20.92</u>	<u>21.59</u>	<u>22.26</u>
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EXHIBIT "B"
2009 SALARY RANGES

Effective January 1, 2009~~12~~, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
<u>WATER</u>			
Sr. Water Plant Operator	20.65 <u>21.07</u>	24.29 <u>24.79</u>	27.93 <u>28.51</u>
Water Operator III	19.81 <u>20.22</u>	23.31 <u>23.79</u>	26.81 <u>27.36</u>
Water Operator II	17.99 <u>18.36</u>	21.17 <u>21.60</u>	24.35 <u>24.84</u>
<u>PUBLIC WORKS</u>			
Public Works Operator III	19.81 <u>20.22</u>	23.31 <u>23.79</u>	26.81 <u>27.36</u>
Public Works Operator II	16.97 <u>17.31</u>	19.96 <u>20.37</u>	22.95 <u>23.43</u>
<u>WASTEWATER</u>			
Sr. Wastewater Operator	21.50 <u>21.94</u>	25.29 <u>25.81</u>	29.08 <u>29.68</u>
Wastewater Lab Technician	19.81 <u>20.22</u>	23.31 <u>23.79</u>	26.81 <u>27.36</u>
Wastewater Operator III	19.81 <u>21.07</u>	23.31 <u>24.79</u>	26.81 <u>28.51</u>
Wastewater Operator II	17.99 <u>18.36</u>	21.17 <u>21.60</u>	24.35 <u>24.84</u>
<u>ENGINEERING</u>			
Engineering Technician	19.81 <u>20.22</u>	23.31 <u>23.79</u>	26.81 <u>27.36</u>

Effective January 1, 2010, control points will be adjusted by a factor of 95% of the change in the Consumer Price Index, all urban wage earners for the United States (CPI U, U.S.) from August 2008 to August 2009, with a minimum increase of 1% and a maximum increase of 5%. Effective January 1, 2011, control points will be adjusted by a factor of 95% of the change in the Consumer Price Index, all urban wage earners for the United States (CPI U, U.S.) from August 2009 to August 2010, with a minimum increase of 1% and a maximum increase of 5%. Effective January 1, 2013, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
<u>WATER</u>			
Sr. Water Plant Operator	21.28	25.04	28.80
Water Operator III	20.43	24.03	27.63
Water Operator II	18.55	21.82	25.09
<u>PUBLIC WORKS</u>			
Public Works Operator III	20.43	24.03	27.63
Public Works Operator II	17.48	20.57	23.66
<u>WASTEWATER</u>			
Sr. Wastewater Operator	22.16	26.07	29.98

<u>Wastewater Lab Technician</u>	<u>20.43</u>	<u>24.03</u>	<u>27.63</u>
<u>Wastewater Operator III</u>	<u>21.28</u>	<u>25.04</u>	<u>28.80</u>
<u>Wastewater Operator II</u>	<u>18.55</u>	<u>21.82</u>	<u>25.09</u>

ENGINEERING

<u>Engineering Technician</u>	<u>20.43</u>	<u>24.03</u>	<u>27.63</u>
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Effective January 1, 2014, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
<u>WATER</u>			
<u>Sr. Water Plant Operator</u>	<u>21.71</u>	<u>25.54</u>	<u>29.37</u>
<u>Water Operator III</u>	<u>20.83</u>	<u>24.51</u>	<u>28.19</u>
<u>Water Operator II</u>	<u>18.92</u>	<u>22.26</u>	<u>25.60</u>

PUBLIC WORKS

<u>Public Works Operator III</u>	<u>20.83</u>	<u>24.51</u>	<u>28.19</u>
<u>Public Works Operator II</u>	<u>17.83</u>	<u>20.98</u>	<u>24.13</u>

WASTEWATER

<u>Sr. Wastewater Operator</u>	<u>22.60</u>	<u>26.59</u>	<u>30.58</u>
<u>Wastewater Lab Technician</u>	<u>20.83</u>	<u>24.51</u>	<u>28.19</u>
<u>Wastewater Operator III</u>	<u>21.71</u>	<u>25.54</u>	<u>29.37</u>
<u>Wastewater Operator II</u>	<u>18.92</u>	<u>22.26</u>	<u>25.60</u>

ENGINEERING

<u>Engineering Technician</u>	<u>20.83</u>	<u>24.51</u>	<u>28.19</u>
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In witness whereof, the parties hereto have executed this AGREEMENT on this _____ day of
_____ 20 _____.

FOR CITY OF WORTHINGTON

Alan Oberloh, Mayor

~~Robert J. Demuth~~ Randy Thompson, President
Worthington Water and Light Commission

Craig Clark, City Administrator

Scott Hain, General Manager of Utilities

FOR LOCAL NO. 49, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Leland Hiller, Business Representative

~~Steve DeGroot~~ Tom Steffl, Steward

Glen Johnson, Business Manager

~~Mike Morrow~~ Kirk Feit, Steward

PRIMARY ELECTION AUGUST 14, 2012
Election Board

First Ward - First Precinct

First Baptist Church - 1000 Linda Lane

Karen Buchman, 2650 East Avenue (co-head)
Gary Brandt, 307 Lake Avenue (co-head)
Ginny Tate, 705 Ash Road
Jerry Sandstrom, 759 W. Shore Drive
Pat Eggers, 402 Worthmore Street

First Ward - Second & Third Precinct

First Baptist Church - 1000 Linda Lane

Corky Tate, 705 Ash Road (co-head judge)
Jacoba Nagel, 804 Omaha Avenue (co-head judge)
Mavis Sandstrom, 759 W. Shore Drive
Linda Wildeman, 230 W. 11th Avenue
Chuck Winter, 1733 N. Douglas Avenue

First Ward - Fourth & Fifth Precinct

American Reformed Church, 1720 N. Burlington

Bill Knigge, 962 Briarwood Drive (co head judge)
Burt Levine, 1702 Rust Road (co-head judge)
Evelyn Lambert, 610 W. Lake Avenue
John Groendyke, 1434 1st Avenue SW
Mary Ferguson, 907 Liberty Drive

Second Ward - First Precinct

YMCA - 1501 Collegeway

Mary Ann Winter, 1733 N. Douglas Avenue - (co-head judge)
Sharon Johansen, 620 Thompson Avenue - (co-head judge)
Kathy Reker, 515 Strait Avenue
Carole Wiese, 320 W. Okabena Street
Betty Burns, 925 Liberty Drive **(General Only)**
Bob Petrich, 1010 W. Lake Avenue
Jeanne Townswick, 936 Miles Drive
Kelly Reeves, 517 Lake Avenue **(Primary Only)**

Second Ward - Second & Third Precincts

Nobles County Public Works Bldg.- 960 Diagonal Rd.

David Copperud, 1111 5th Avenue (head judge)
Pat Ingenthron, 120 W. Okabena Street
Marjorie Livingston, 418 W. Clary Street
Marion Hinders, 1005 Park Avenue - **1:00 - 8:00 P.M.**
Loren Marsh, 814 Humiston Avenue - **6:00 a.m. - 1:00 p.m.**
George Habeck, 1919 Dorathea Blvd.

Second Ward - Fourth & Fifth Precincts

Solid Rock Church, 1730 Diagonal Road

Gary Koster, 1321 E. Ninth Avenue (co-head judge)
Bernice Camery, 1031 Liberty Drive (co-head judge)
Rosie Nerem, 1823 S. Shore Drive
Fern Anderson, 1214 Clary Street
Norma Janssen, 1717 Rust Road
Shirley Adel, 1328 E. Ninth Avenue
Karen Doeden, 1016 Apel Avenue

PUBLIC SAFETY MEMO

DATE: JULY 9, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. RESOLUTION AUTHORIZING EXECUTION OF SAFE AND SOBER AGREEMENT

The Minnesota Institute of Public Health (MIPH) under contract with the Minnesota Department of Public Safety has awarded the Worthington Police Department an Alcohol Compliance Check grant that runs through May 31, 2013.

The Worthington Police Department previously participated in this grant program this past year. Two compliance check rounds were conducted and

The grant will reimburse the Worthington Police Department \$30.00 for each compliance check with an expectation that there will be two rounds of checks on each license during the grant period. The amount of the grant will not exceed \$1,920.00. The compliance checks are for City alcohol licenses, which include on-sale beer, off-sale beer, on-sale liquor, off-sale liquor and on-sale wine.

The grant requires pre- and post-enforcement media and MIPH has supplied sample news releases announcing the grant award as well as a sample release to announce the results of the compliance checks once conducted. We also will incorporate a certificate for license holders that pass and inform the license holder they have been checked and whether a violation was found.

Authorizing this resolution (*Exhibit 1*) will allow the Public Safety Director to execute this agreement with the Minnesota Institute of Public Health.

Proposed Motion: Authorization of the grant agreement between the Worthington Police Department and the Minnesota Institute of Public Health.

2. CONSIDERATION OF A RESOLUTION AUTHORIZING ENTERING INTO JOINT POWERS AGREEMENT.

The transition to the ARMER system requires a new system for logging radio transmissions on our main talkgroups (channels) as required by the State of Minnesota. The LEC Committee has been updated during this project and is aware that Nobles County and the

City have been looking into a logging system that would be shared with several agencies. The other alternative is purchasing a logging system for our system and splitting the cost with Nobles County.

In 2011 the Southwest Regional Advisory Committee and the Southwest Regional Radio Board began discussions about a shared logging system and to determine who would be interested in the project. Our interests, because we have a dispatch agreement with Nobles County, have been represented by Nobles County in this process, and Sheriff Wilkening has kept the LEC Committee informed on this project and about grant monies that could be used towards its inception. The following counties from the Southwest Regional Radio Board have come together to continue in this project:

Lyon County	Murray County	Nobles County
Pipestone County	Redwood County	Yellow Medicine County

Sheriff Wilkening approached me in late June to update me on this project and he told me the counties involved wanted to invite the cities of Marshall and Worthington to join the Joint Powers Agreement (JPA) so the group would be able to obtain insurance through the League of Minnesota Cities Insurance Trust. The JPA is shown in ***Exhibit 2***. The budget costs of the JPA are split between the counties who are parties to JPA. Our share of the costs, per our existing agreement with Nobles County, is 50% of the amount billed to Nobles County. This is true whether the City accepts or declines membership in the JPA.

It is in our best interest to be a member on the Southwest Minnesota Regional Public Safety Board; this will allow us to have some control in our regional communication logging interests. No one knows our interest/needs better than us; having representation at this level may prove advantageous in future regional cost-sharing endeavors.

Sheriff Wilkening will be asking the Nobles County Board to approve the JPA in the Board's July 17 meeting.

City Attorney Mark Shepherd has reviewed the JPA and found it to be acceptable. Staff recommends the approval of the JPA for the Southwest Minnesota Regional Public Safety Board and is asking for a resolution authorizing the Mayor and City Clerk to sign on behalf of the City and authorize this agreement shown in ***Exhibit 3***.

Proposed Motion: Approve resolution authorizing Joint Powers Agreement membership.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the Worthington Police Department enter into a grant agreement with the Minnesota Institute of Public Health for the ALCOHOL COMPLIANCE CHECK grant program during the period from July 1, 2012 through May 31, 2013

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

I certify that the above resolution was adopted by the City Council of Worthington, Minnesota on July 9, 2012.

SIGNED:

WITNESSETH:

City Clerk

City Mayor

Joint Powers Agreement

Southwest Minnesota Regional Public Safety Board

Submitted:

June 29, 2012

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**AGREEMENT FOR
REGIONAL PUBLIC SAFETY BOARD**

This Agreement is entered into this _____ day of _____, 20____, by and between the following political subdivisions of the State of Minnesota, who are the founding members of the board:

Lyon County
County Courthouse
607 West Main Street
Marshall, MN 56258

Murray County
County Government Center
2500 28th Street
Slayton, MN 56172

Nobles County
County Courthouse
315 10th Street PO Box 757
Worthington, MN 56187

Pipestone County
County Courthouse
416 Hiawatha Avenue South
Pipestone, MN 56164

Redwood County
County Courthouse
250 South Jefferson PO Box 130
Redwood falls, MN 56283

Yellow Medicine County
County Courthouse
415 Ninth Avenue Suite 102
Granite Falls, MN 56241

City of Marshall
City Hall
344 West Main Street
Marshall, MN 56258

City of Worthington
City Hall
303 Ninth Street
Worthington, MN 56187

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained, the parties to this Joint Power Agreement agree as follows:

ARTICLE I - AUTHORITY, PURPOSE, AND DUTIES

Section 1. Authority. This Agreement is entered into by the parties to this agreement pursuant to the authority conferred upon the parties by Minnesota Statutes 471.59.

Section 2. Purpose. The parties to this Agreement wish to form a board to provide for the administration and governance of regional logging services to meet their joint and individual needs for recording of essential public safety communications.

With that objective in mind, the Parties to this Agreement wish to collectively prepare, implement and administer a plan (hereinafter the "Plan") which provides for the installation, operation and maintenance of local and regional logging equipment and services.

This Agreement may be utilized to provide joint purchase of common joint and individual equipment and services. Joint purchase may occur when it is determined that standardization of equipment and/or services is in the best interests of the Parties to this Agreement or when other advantages might be achieved by joint purchases.

Section 3. Duties of the Parties to this Agreement. Each party to this Agreement shall establish such policies and take such steps as may be necessary to ensure the integrity and continued operation of this Board and to implement this Agreement and all requirements herein contained.

ARTICLE II – SOUTHWEST MINNESOTA PUBLIC SAFETY BOARD

Section 1. Creation and Powers.

Subd. 1. Creation. There is hereby created a joint governance board that shall be known as “The Southwest Minnesota Public Safety Board”, hereinafter, the “Board”. The Board shall have such powers as are provided by Minnesota Statutes 471.59 and this Agreement, including all powers necessary to plan, implement, maintain and operate regional and local emergency communications recording and logging services between and among the parties to this Agreement.

Subd. 2. Powers. The Board shall have the power to develop and implement a plan, hereinafter, the “Plan”, to provide regional emergency communication recording and logging services.

Subd. 3. Additional Powers. In addition to the powers enumerated in Minnesota Statute Section 471.59, the Board shall have the following powers:

- The Board shall have the power to contract with parties to this Agreement to provide services defined in the Plan.
- The power to adopt performance and technical standards defining the operational and administrative functions governing implementation, operation and maintenance of the Plan.
- The power to enter into any contract necessary to carry out its responsibilities.
- The power to acquire by purchase, lease, gift or grant, property, both real and personal, and interests in property necessary for the accomplishment of its purpose and to sell or otherwise dispose of property it no longer requires.
- The power to apply for grants on behalf of one or more parties to this Agreement for communications systems and equipment consistent with the purpose of the Board and the provisions of the Plan.
- The power to provide for user fees for capital and operational expenses implementing the provisions of the Plan as provided in this Agreement and the Plan.

Section 2. Membership, Appointment, and Term.

Subd. 1. Requirements for Participation. Participation in the Board is restricted to counties and cities that meet the following minimum requirements:

1. A County located within the Southwest Region of the State of Minnesota as defined by the Statewide Radio Board that has committed to participation in the development and implementation of the Plan to provide regional emergency communications recording and logging services.
2. A City located within the Southwest Region of the State of Minnesota as defined by the Statewide Radio Board that operates a Police Department and has committed to support of County efforts in the development and implementation of Southwest Minnesota Regional Public Safety Board

the Plan to provide regional emergency communications recording and logging services.

3. To be eligible for membership in the Board a County or City must be a party to the Agreement forming the Southwest Minnesota Regional Radio Board.

Subd. 2. Initial Participants. Initial participants shall be Lyon County, Murray County, Nobles County, Pipestone County, Redwood County, Yellow Medicine County, City of Marshall and the City of Worthington. Each of these agencies is deemed to meet the minimum requirements for participation in the Board.

Subd. 3. Application for Participation. The Board shall establish policies and procedures for application for participation in the Board consistent with the provisions of this Agreement.

Any County or City meeting the provisions of this Agreement and the policies implementing this Agreement may request participation in the Board in accordance with the policies and procedures established by the Board.

Subd. 4. Membership. The members of the Board shall be:

- One County Commissioner from each county party to the Agreement.
- One City Council member from each city to the Agreement
- The Sheriff from each county party to the Agreement
- The Chief of Police from each city party to the Agreement

Subd. 5. Appointment - Members Representing Governing Body. The County Commissioner or City Council member selected to serve as a member of the Board shall be appointed by their respective governing body from the membership of that governing body. A successor must be appointed no later than sixty (60) days following the date a member is no longer an elected official.

Subd. 6. Term - Members Representing Governing Body. The term shall be for one year and until a successor is duly appointed; however, a member so appointed shall serve at the pleasure of that member's appointing governing body. There shall be no limit on the number of terms a member may serve.

Subd. 7. Alternates - Members Representing Governing Body. Each appointing governing body may designate an alternate who shall be authorized to act in the absence of the member.

Subd. 8. Sheriff's Appointment and Term. The Sheriff from each County party to the Agreement shall serve by virtue of office. The term of appointment shall expire upon expiration of term of office.

Subd. 9. Alternates – Sheriff. The Sheriff from each County party to the Agreement may appoint an alternate to act in the absence of the Sheriff.

Subd. 10. Chief of Police Appointment and Term. The Chief of Police from each City party to the Agreement shall serve by virtue of office. The term of appointment shall expire upon expiration of appointment as Chief of Police.

Subd. 10. Alternates – Chief of Police. The Chief of Police from each City party to the Agreement may appoint an alternate to act in the absence of the Chief.

Subd. 11. Modification to Board Composition. Modification of the composition of the Board subsequent to its initial creation shall only be through the process established for the amendment of this Agreement.

Section 3. Officers, Meetings, Quorum, Rules, Notices, and Open Meeting.

Subd. 1. Officers of the Board. The officers of the Board shall be a Chairperson and a Vice-Chairperson and such other positions as the board shall create. All officers shall be board members except as otherwise provided herein.

The Board shall select a Chairperson and Vice-Chairperson at its first meeting. The Board shall appoint a recording secretary and make provision for the proper compilation and promulgation of meeting minutes, notices and communications. The Board shall select such other officers as it deems appropriate. All officers so selected shall serve until the next regular annual meeting.

The Board shall select a Chairperson, Vice-Chairperson, recording secretary and other officers at the annual meeting.

The recording secretary is not required to be a member of the Board. If the Board selects a non-Board member as recording secretary that person will not be a voting member of the Board but will serve solely as a recording secretary without right of participation in decisions or actions or matters before the Board.

Subd. 2. Meetings. The initial meeting of the Board shall be at a time and place designated by agreement of the parties following approval of the Agreement.

The Board shall meet at least twice annually. The Board shall meet at the beginning of each calendar year to select officers, review the operation, management, control and administration of systems in its charge and review the operation, management, control and administration of each project under its control and direction. The Board shall begin the budget planning process for the following year at the first meeting of the calendar year. The Board shall meet in June of each year to review the operation, management, control and administration of systems in its charge and review the operation, management, control and administration of each project under its control and direction. The Board shall approve the proposed budget for the following year at the June meeting.

The Board shall establish a schedule of meeting dates appropriate to the workload.

The Board shall provide a process for special meetings to be convened at the call of the Chairperson of the Board or by a majority of Board members representing a majority of the parties to the Agreement.

The Board shall designate a location for all meetings of the Board.

Subd. 3. Quorum and Approval of Action. A quorum for the transaction of business of the Board shall be a majority of the members (or designated alternate in the absence of the member) of the Board representing a majority of the parties to the Agreement. Any motion or resolution of the Board must be approved by a majority of those members (or designated alternate in the absence of the member) in attendance at the meeting unless a greater number is required by law or other rules or policies adopted by the Board.

Subd. 4. Rules of Order. The conduct of all meetings shall be governed by rules, policies and/or procedures adopted by the Board.

Subd. 5. Notices. Public notice of all meetings of the Board shall be provided in the manner required by Minnesota Statutes.

Subd. 6. Open Meetings. All meetings of the Board shall be subject to the Open Meeting Law and shall be open to the public as required by law.

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ARTICLE III - COMMITTEES

Section 1. Committees. The Board shall create such committees and advisory bodies as it deems appropriate to its purpose. The Board should endeavor to appoint an existing Board member to chair each committee or advisory body whenever compatible with the purpose of the committee or advisory body. If the Board does not appoint an existing Board member to chair the committee or advisory body so created the chair of the newly created committee or advisory body shall not be a member of the Board by virtue of appointment to the committee or advisory body. Membership on committees or advisory bodies is not limited to existing Board members. The Board shall have sole discretion in the appointment or process of appointment for committees or advisory bodies so created.

ARTICLE IV - ADMINISTRATION

Section 1. Administrative Services. The Board shall establish policies and procedures for the administration of the affairs of the Board.

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board shall provide a policy for the reimbursement of all administrative costs incurred.

Section 2. Employees. The Board shall have the authority to hire and retain such employees as are deemed necessary by the Board. Such authority is limited by the budget approval process herein provided. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

Section 3. Employees of Parties to the Agreement. Employees of the Parties to this Agreement shall not be considered employees of the Board for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

Section 4. Joint Purchasing. The Parties to this Agreement may purchase or sell equipment, materials, supplies and fixtures under a joint arrangement or bidding process.

Section 5. Inventory. The Board shall maintain in its records an inventory of all real and personal property.

Section 6. Contracts and Bidding. Contracts shall be let and lease, purchases, rental and sales of equipment and supplies, professional or other services shall be made by the Board in accordance with the legal requirements applicable to the Parties to this Agreement.

ARTICLE V - SYSTEM PLAN

Section 1. Plan Development. The Board shall develop a Plan for the provision of regional emergency communications recording and logging services focusing on redundant centralized recording, management, administration and operation for network communications across the ARMER network that is integrated with the network technology and meets the regional requirements of the parties to this Agreement. The Plan is not required to provide for the local recording requirements of the parties to the Agreement, except as provided in this Agreement. Each party shall be responsible for the provision of those recording services identified as local in nature.

The Plan shall include at least the following components:

1. The Plan shall incorporate the equipment currently owned and operated by Lyon and Murray counties to form the back bone of the recording platform;
2. The Plan shall include a detailed timeline for the completion of Plan implementation;
3. The Plan shall provide a timeline for integrating the parties to this Agreement into the shared recording and logging system consistent with their individual needs and requirements for those services;
4. The Plan shall identify and specify the additional equipment and services required to complete the shared recording and logging system;
5. The Plan shall identify the connectivity required to complete the recording network;
6. The Plan shall identify the equipment and services required to provide connectivity to the ARMER network backbone. Included shall be a review and summary of the required agreements, contracts, MOU's and other instruments of agreement defining the relationships between the parties and service providers, including other units of government;
7. The Plan shall identify a standard for the provision of training services for personnel using the shared recording and logging system;
8. The Plan shall identify minimum standards for equipment intended to access the shared recording and logging system;
9. The Plan shall identify the minimum security requirements for the operation of the shared recording and logging system;
10. The Plan shall identify the projected maintenance requirements of the shared recording and logging system;
11. The Plan shall address issues affecting upgrades of equipment and software for the planned duration of the recording and logging system;
12. The plan shall identify required equipment, service and training standards required for local recording and logging system intended to interoperate with the shared recording and logging system;
13. The Plan may, at the discretion of the Board, contain and expand the cost sharing provisions provided in this Agreement.
14. The Plan shall include recommendations for development and administration of a contingency to provide for major repairs or other unplanned events leading to additional costs or expenses.

Section 2. Plan Approval. The Plan developed by the Board must be approved prior to implementation. The Plan shall be considered approved following a unanimous vote of members of the Board representing all of the parties to the Agreement.

Section 3. Plan Implementation. Following Plan approval the Board shall take such steps as are consistent with the Plan to ensure implementation as provided in the Plan.

Section 4. Plan Fiscal Agent. Lyon County shall serve as the fiscal agent for the Board and shall manage and supervise the financial aspects of the project. Lyon County shall prepare and distribute such reports and updates as the Board may require and are consistent with the provisions of this Agreement. Lyon County shall ensure adequate audits of all funds and transactions in compliance with the requirements of statute. The counties party to the Agreement shall reimburse Lyon County for all usual and customary expenses associated with the performance of this service.

Section 5. Plan Modifications. The Board may modify the Plan as required on a schedule determined by the Board. All modifications to the Plan require unanimous approval of Board members representing all of the parties to the Agreement.

ARTICLE VI - PROJECT FUNDING

Section 1. Plan Implementation Funding. Plan implementation funding shall include all costs associated with Plan implementation. The components shall include at least the following:

1. All costs for equipment to complete the installation of the shared recording and logging solution;
2. All costs for installation and professional services for all new and existing equipment and services required to implement the Plan;
3. Lyon County's cost for equipment and services relative to the installation of their current logging equipment;
4. Murray County's cost for equipment and services relative to the installation of their current logging equipment;
5. Costs associated with system support and maintenance usually included in initial installation projects;
6. Costs associated with user and support staff training for all parties to the Agreement;
7. Such other usual and customary expenses approved by all the parties to the Agreement not specifically included above.

Section 2. Distribution of Expenses. All costs and expenses associated with Plan implementation identified in Article VI Section 1, less the amounts obtained for the project from grants and other funding sources, shall be divided equally among the counties party to the Agreement. The amount so determined shall be paid by each county party to the Agreement in a manner and time determined by the Board and retained in the accounts established by the fiscal agent for Plan implementation.

Section 3. Reimburse Lyon and Murray counties. The Board shall, upon receipt of all funds identified in Article VI Section 1, distributed and paid as provided in Article VI Section 2, pay to Lyon and Murray counties an amount equal to their initial equipment and services expenditure as identified in Article VI Section 1-3 and Article VI Section 1-4.

ARTICLE VII - BUDGET

Section 1. Budget. The Board shall adopt a budget annually. The budget shall provide for the following three categories:

Subd. 1. Administrative Expenses. The Administrative Expense category shall account for all expenses associated with the administration of the Board.

Subd. 2. Operational Expenses. The Operational Expense category shall account for all expenses associated with the continued maintenance and operation of recording and logging solutions implemented in compliance with the Plan.

Subd. 3. Capital Expenses. The Capital Expense category shall account for all expenses associated with the acquisition of equipment and services related to implementation, upgrade and enhancement of recording and logging solutions implemented in compliance with the Plan.

Section 2. Budget Process. The Board shall adopt a proposed budget on or before June 1st of each year. In developing and adopting its annual budget the following rules shall be applied:

- Capital costs must be approved separately by the Board before inclusion in the budget. Capital costs shall be divided equally among the counties party to the Agreement.
- Operational costs associated with the operation and maintenance of shared emergency communications recording and logging systems are the responsibility of all users within the region and shall be divided equally among the counties party to the Agreement.
- Administrative costs associated with the Administration of the Board, including reimbursements for Lyon County's service as fiscal agent, shall be divided equally among the counties party to the Agreement.

Section 3. Budget Adoption Process. On or before August 1st of each year, the Board shall, by approval of a two thirds majority of the members of the Board representing two thirds of the parties to the Agreement, adopt a proposed budget for the ensuing year. The budget shall include the total amount necessary for administrative expenses, operational expenses and capital expenses. The Board shall certify the budget on or before August 1st to the governing bodies of the counties party to this Agreement, together with a statement of the proportion of the budget to be contributed by each county party to the Agreement.

Section 4. Payment of Contribution. Each county party to this Agreement shall be invoiced for required contributions in a manner determined by the Board and within the budget year of the required contribution. The contribution of each county party to this Agreement shall be paid not later than 30 days following receipt of invoice.

Section 5. Expenditure of Funds. All funds shall be expended in a manner determined by the Board, but the method of disbursement shall agree, as far as

practicable, with the method provided by law for disbursement of funds by the Parties to this Agreement.

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ARTICLE VIII - NOTICES, BREACH, WITHDRAWAL, AND TERMINATION

Section 1. Notices. All notices required or permitted to be given by any party to this Agreement shall be in writing and shall be sent by first class mail to the administrative offices of the other parties. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring action by the governing body of a party to the Agreement, the response shall include a certified copy of the resolution, motion or minutes of the governing body.

Section 2. Breach of Agreement. If any party breaches this Agreement and is given written notice of the breach and the nature thereof, the breaching party shall have thirty (30) days in which to cure the breach. Additional costs incurred by the parties to this Agreement resulting from the breach shall be the responsibility of the breaching party.

Section 3. Withdrawal from Agreement. Any party may withdraw from this Agreement by resolution adopted by a two-thirds majority vote of the full membership of its governing body and by formal written notice to all the parties to this Agreement and the Board. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subd. 1. Withdrawal Limitations. No withdrawal shall be permitted until:

- the withdrawing party has made provision for the full repayment of any obligations issued to finance or refund the financing of any portion of the system for which the withdrawing party has responsibility;
- the withdrawing party has made provision for the full payment of all assessed obligations for the operation and maintenance of shared emergency communications recording and logging systems;
- the withdrawing party has made alternate arrangements for the continued provision of emergency communications logging and recording services to replace those services provided by participation in the Agreement.
- The withdrawal shall not affect the continuing liability of the withdrawing party for continuing obligations incurred that had the approval of the party prior to the notice of withdrawal, including lease-purchase or installment purchase obligations.
- To the extent permitted by law, the withdrawing party shall also be obligated for continuing obligations of the Board directly related to the services or activities of the Board which are caused by the withdrawal.

Subd. 2. Withdrawal Notification Period. Withdrawal shall only be permitted if the notice required pursuant to this section is given at least one full calendar year in advance of the withdrawal, but no later than December 31st of the year prior to the intended withdrawal. i.e. notice by December 31, 2019 for withdrawal on December 31, 2020.

Subd. 3. Distribution of Property on Withdrawal. A withdrawing party shall not be eligible for the distribution of any property or assets at the time of withdrawal except as otherwise specifically provided in this Agreement.

Section 4. Termination. This Agreement may be terminated by the adoption of resolutions approving such termination by 75% of the governing bodies of the parties to this Agreement. To the extent permitted by law the termination shall not affect the continuing liability of the parties to the Agreement for indebtedness incurred prior to the termination, or for other continuing obligations.

Section 5. Distribution of Property and Termination. All property, assets and funds of the Board shall be distributed to the parties to this Agreement upon termination in direct proportion to their participation and contribution.

Upon the termination of the Board as herein provided any party that has withdrawn from this Agreement prior to termination shall share in the distribution of property, assets and funds of the Board only to the extent they shared in the original expense.

ARTICLE IX – DURATION

Section 1. Duration.

This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, or any state law terminating the Agreement.

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ARTICLE X - AMENDMENTS TO THE AGREEMENT

Section 1. Proposal and Notification.

Subd. 1. Proposal. Amendments to this Agreement may be proposed by any party to the Agreement.

Subd. 2. Notification. Notice of the proposed amendments shall be sent by the initiating party or parties to the Board and all parties to the Agreement.

Section 2. Approval and Adoption.

Subd. 1. Approval. Amendments to this Agreement shall be reviewed by the Board and then submitted with comment and recommendation for consideration by the governing body of each party to the Agreement. Adoption of an amendment to this Agreement must be approved by resolution of each governing body party to this Agreement before it shall become effective.

Subd. 2. Signatures Required. An amendment shall require the proper signatures of each party to this Agreement and shall become an addendum to this Agreement.

ARTICLE XI - INTERPRETATION, AND SAVINGS CLAUSE

Section 1. Interpretation. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 2. Savings Clause. Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the parties to this Agreement shall meet for the purpose of arriving at an Agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the governing body of the Parties to this Agreement by resolutions adopted in the manner specified for the adoption of amendments.

ARTICLE XII - INDEMNIFICATION AND HOLD HARMLESS

Section 1. Mutual Indemnification. The Board shall fully defend, indemnify and hold harmless the participants against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of its employees participating in the Board. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota State Statutes, Chapter 466, or other applicable law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single government unit” for the purpose of liability, as set forth in Minnesota Statute, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This section shall survive termination of this Agreement or a Party’s withdrawal from the Agreement.

ARTICLE XIII - EXECUTION

All parties need not sign the same copy. Each Party will file the signed Agreement with the _____. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

In Witness Whereof, the officers indicated below of the Parties to this Agreement have signed this Agreement by authority of their respective governing bodies.

Lyon County

Chairperson of County Board

Auditor

Date _____

Murray County

Chairperson of County Board

Auditor

Date _____

Nobles County

Chairperson of County Board

Auditor

Date _____

Pipestone County

Chairperson of County Board

Auditor

Date _____

Redwood County

Yellow Medicine County

Chairperson of County Board

Chairperson of County Board

Auditor

Auditor

Date _____

Date _____

City of Marshall

City of Worthington

Mayor

Mayor

City Clerk

City Clerk

Date _____

Date _____

Appendix A

Contact Listing Effective _____

Lyon County
Loren Stomberg, Administrator
County Courthouse
607 West Main Street
Marshall, MN 56258

Murray County
Heidi Winter, Auditor/Treasurer
County Government Center
2500 28th Street
Slayton, MN 56172

Nobles County
Melvin Ruppert, Coordinator
County Courthouse
315 10th Street PO Box 757
Worthington, MN 56187

Pipestone County
Sharon Hanson, Coordinator
County Courthouse
416 Hiawatha Avenue South
Pipestone, MN 56164

Redwood County
Vicki Knobloch, Coordinator
County Courthouse
250 South Jefferson PO Box 130
Redwood Falls, MN 56283

Yellow Medicine County
Ryan Krosch, Administrator
County Courthouse
415 Ninth Avenue Suite 102
Granite Falls, MN 56241

City of Marshall
City Administrator
City Hall
344 West Main Street
Marshall, MN 56258

City of Worthington
Craig Clark, Administrator
City Hall
303 Ninth Street
Worthington, MN 56187

**RESOLUTION RELATING TO COUNTY AND CITY PARTICIPATION IN
SOUTHWEST MINNESOTA REGIONAL PUBLIC SAFETY BOARD**

WHEREAS, the Counties of Nobles, Murray, Pipestone, Lyon, Yellow Medicine, Redwood, by and through their County Boards, and the Cities of Marshall and Worthington, by and through their City Councils (sometimes referred to herein as the ‘parties’), have desired to form a Regional Public Safety Board for the purpose of administering and governing of regional logging services to meet their joint and individual needs for recording of essential public safety communications; and

WHEREAS, the parties have determined that the radio board should be called the ‘Southwest Minnesota Regional Public Safety Board’; and

WHEREAS, the parties have determined that, pursuant to Minn. Stat. §471.59, they should form a Joint Powers Agreement for the purposes of coordinating and administering Southwest Minnesota Regional Public Safety Board’s efforts, and to receive grant funds available for regional interoperable communications through the State and Federal Government;

NOW THEREFORE BE IT RESOLVED, by the Worthington City Council, that the City of Worthington enter into a Joint Powers Agreement with the parties for the purpose of forming the ‘Southwest Minnesota Regional Public Safety Board’;

BE IT FURTHER RESOLVED that Janice Oberloh, City Clerk and Alan Oberloh, Mayor are authorized to execute such agreement and any amendment thereto;

I hereby certify that the above resolution was adopted by the City Council of the City of Worthington on July 9, 2012.

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: JULY 6, 2012
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. FINAL PLAT - CENTRAL SQUARE ADDITION

Southwestern Mental Health, Inc., is seeking final plat approval of Central Square Addition, which is proposed to be a 2 lot planned unit development. The proposed subdivision is on approximately 2.4 acres located at 1415 4th Avenue, which is commonly referred to as the former Central School site (Exhibit 1). A reduced scale of the final plat is included in Exhibit 1.

On June 11, 2012, Council approved the preliminary plat of the proposed subdivision contingent upon the approval of the adoption of the proposed change of zone. The final reading of the proposed change of zone is scheduled for this evening. Since the final plat is unchanged from the approved preliminary plat and that the subdivision does not require any public improvements, Council is requested to approve the final plat of Central Square Addition as presented.

Council should note that Planning Commission consideration is not necessary as the final plat is in substantial conformance with the approved preliminary plat (Section 154.13, Title XV of the City Code).

2. MEMORANDUM OF UNDERSTANDING - BIOVERSE

Enclosed separately with the packet is a copy of the proposed Memorandum of Understanding (MOU) between the City and Bioverse for the use of the bays in the Biotechnology Advancement Center. The parameters of the memorandum were presented at the 6 p.m. work session. Council may approve the MOU as presented, approve the MOU with revisions Council deems necessary for City participation, or reject the MOU.

Council action is requested.

3. FINANCIAL ASSISTANCE REQUEST - LEXINGTON HOTEL DEVELOPMENT

As Council is aware, Lexington is the development company that will be constructing the 75 room Comfort Suites hotel adjacent to the City's Event Center. With a total project cost estimated at \$7,928,312, the company is looking to sell 28 investment shares at \$50,000 each (\$1.4 million total) to reach a total equity of \$2,379,177, which is necessary amount to obtain the permanent financing for the hotel.

Commencing its investment drive in April, the company has not had the success it anticipated. As of June 28th, the company has 18.5 shares sold and/or committed, thus raising \$925,000 of the \$1.4 million necessary to proceed with the project. With the hotel/event center project scheduled to commence this month, the company is asking the City to cover the shortfall to avoid a delay in the project. The \$475,000 shortfall could be covered by the purchase of shares or through the issuance of a bridge loan.

Purchasing Shares

According to State Statute 469.101, the City's EDA has the ability to be a limited partner in the project. The EDA's limited partnership is limited to 10% of its annual net income and 25% of the total amount equity investment sought. Since the EDA has limited annual income, there are legal uncertainties as to the actual amount the EDA could participate. Due to these legal uncertainties and the precedence this transaction would create overall, staff would highly recommend this option not be considered.

Bridge Loan

Allowed to provide loans for economic development purposes, the City has the ability to provide a bridge gap loan to Lexington for the amount needed provided the loan complies with the State's business subsidy laws. The loan would be required to be deferred and subordinate lien position in order for loan to be considered equity by the lead lenders. Though deferred, the loan would bear interest for the term of the loan, which is proposed at 8% for 2 years. The loan would allow Lexington to continue to sell the remaining shares without delaying the start of the project. The monies collected from sold shares would be pledged to payoff the City loan. At the end of the loan term, Lexington would be required to make a balloon payment for the balance of the loan. Since the loan would be in a subordinate position to the primary lenders on the real estate, it is necessary to have personal guarantees from all of the principal owners of Lexington. If Council chose to provide the loan, it would need to determine if the proposed interest rate is commensurate with the amount of risk the loan presents.

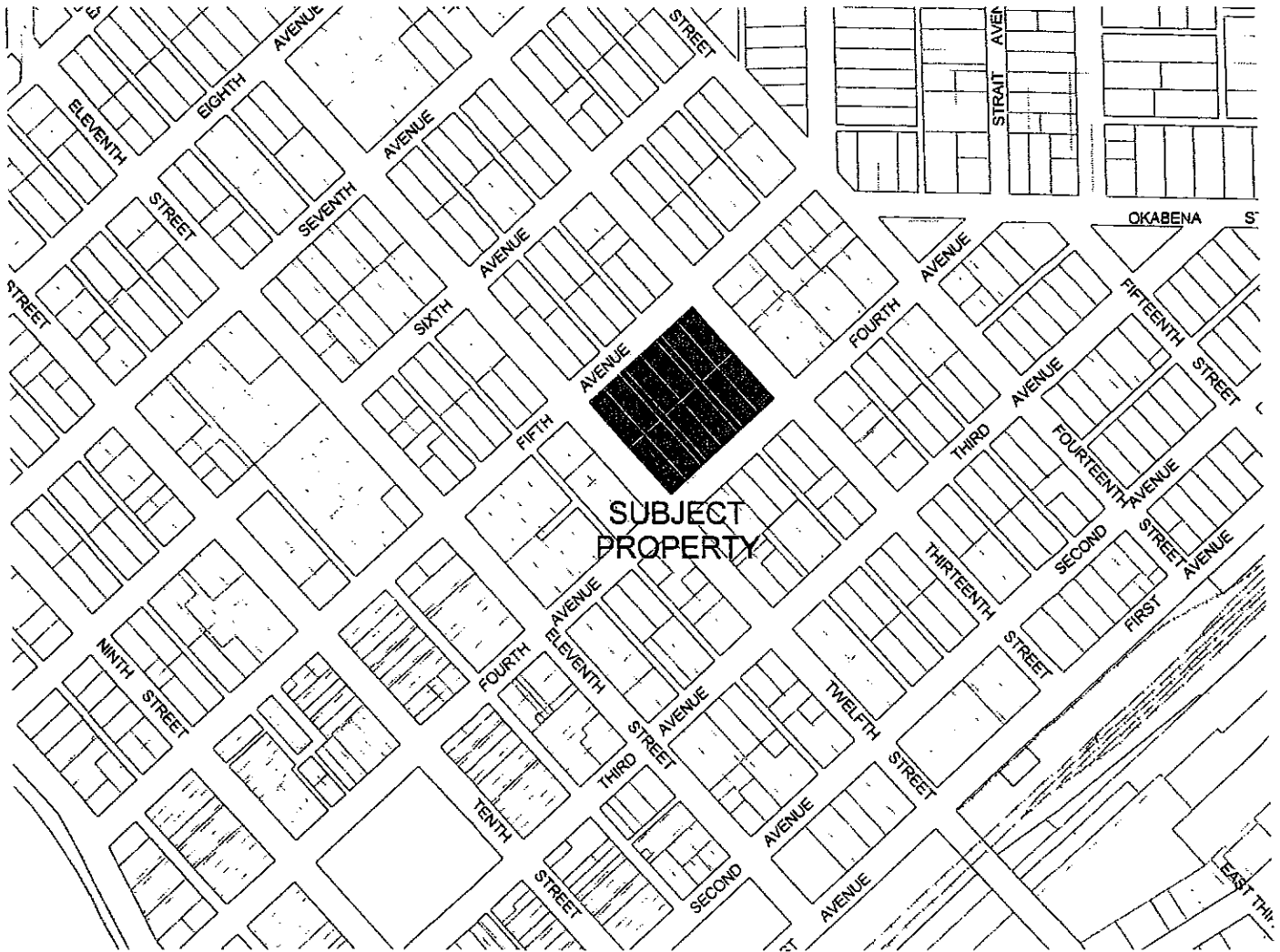
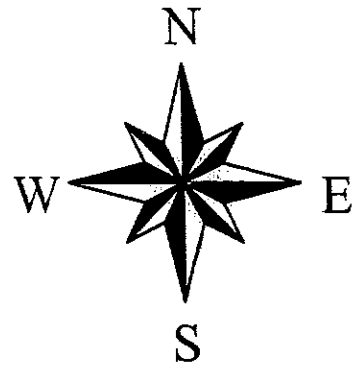
Based on the current circumstances, Council has the following options:

1. Elect to not provide financial assistance. Not providing assistance will cause delay of the project.
2. Elect to formally consider the loan and schedule a public hearing for the July 23rd meeting (required by Minnesota's business subsidy laws).

Council direction is requested.

Bob Campbell of the Lexington group will be in attendance to provide a detailed explanation of their request and to answer any questions Council may have.

1215 4TH AVENUE - FORMER CENTAL ELEMENTARY



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

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL MAC INC	6/29/12	DECON TRAILER	GENERAL FUND	FIRE ADMINISTRATION	14,196.78
				TOTAL:	14,196.78
AMERICAN BOTTLING COMPANY	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	56.74
				TOTAL:	56.74
AMERICAN WATER ENTERPRISES ENVMENTAL M	6/29/12	CONTRACT OPERATIONS WWTF-J	INDUSTRIAL WASTEWA	O-PURIFY MISC	111,431.13
				TOTAL:	111,431.13
APPEL TROY	6/29/12	APPEL-ALARM INSTALL	GENERAL FUND	POLICE ADMINISTRATION	31.00
				TOTAL:	31.00
ARCTIC ICE INC	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	161.25
	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	234.00
	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	82.50
	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	92.74
				TOTAL:	570.49
ARNOLD MOTOR SUPPLY	6/29/12	PENZOIL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	67.85
				TOTAL:	67.85
ASSET RESOURCES INC	6/29/12	ACCOUNT COLLECTION FEE	ELECTRIC	ACCTS-UNCOLLECTIBLE	46.68
				TOTAL:	46.68
BANNER ASSOCIATES INC	6/29/12	LPRW INTERCONNECTION	WATER	O-SOURCE WELLS & SPRNG	380.00
	6/29/12	WTP PUMP PAD ISSUE	WATER	M-PURIFY STRUCTURES	1,554.00
				TOTAL:	1,934.00
BAUMGART ERICK	6/29/12	BOOT REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	100.00
				TOTAL:	100.00
BEVERAGE WHOLESALERS INC	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	175.00
	6/29/12	BEER	LIQUOR	NON-DEPARTMENTAL	7,941.19
	6/29/12	BEER	LIQUOR	NON-DEPARTMENTAL	8,801.75
	6/29/12	BEER	LIQUOR	NON-DEPARTMENTAL	6,201.66
				TOTAL:	23,119.60
BORDER STATES ELECTRIC SUPPLY	6/29/12	MARKING PAINT-BLUE	WATER	M-TRANS MAINS	154.92
	6/29/12	REPAIR SLEEVES FOR 15KV CA ELECTRIC		M-DISTR UNDERGRND LINE	474.14
	6/29/12	GROUND SLEEVES PRO 15KV CA ELECTRIC		FA DISTR UNDRGRND COND	742.78
	6/29/12	FRICTION TAPE	ELECTRIC	FA DISTR UNDRGRND COND	192.38
	6/29/12	CLEANING FLUID FOR 15KV CA ELECTRIC		FA DISTR UNDRGRND COND	20.84
				TOTAL:	1,585.06
CLARK CRAIG	6/29/12	REIMBURSE LMC DULUTH	GENERAL FUND	ADMINISTRATION	876.27
				TOTAL:	876.27
COCA-COLA ENTERPRISES-MIDWEST DIVISION	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	380.08
				TOTAL:	380.08
CONSOLIDATED READY MIX INC	6/29/12	CONCRETE	GENERAL FUND	PAVED STREETS	98.32
	6/29/12	CONCRETE-ELMWOOD ST	GENERAL FUND	PAVED STREETS	319.57
	6/29/12	CONCRETE-GALENA PERMANENT	WATER	M-TRANS MAINS	491.63
	6/29/12	CONCRETE-GALENA PERM REP	WATER	M-TRANS MAINS	294.96
				TOTAL:	1,204.48

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COOPERATIVE ENERGY CO- ACCT # 5910807	6/29/12	FUEL FOR MOWER BARREL	MUNICIPAL WASTEWAT	O-PURIFY MISC	182.00
				TOTAL:	182.00
DACOTAH PAPER CO	6/29/12	BAGS	LIQUOR	O-GEN MISC	203.57
				TOTAL:	203.57
DANS ELECTRIC INC	6/29/12	OLSEN PARK LOT 9 REPAIR	RECREATION	OLSON PARK CAMPGROUND	85.59
	6/29/12	OLSEN PARK LOT 9 REPAIR	RECREATION	OLSON PARK CAMPGROUND	55.00
	6/29/12	OLSEN PARK LIGHT	RECREATION	OLSON PARK CAMPGROUND	157.91
	6/29/12	OLSEN PARK LIGHT	RECREATION	OLSON PARK CAMPGROUND	165.00
	6/29/12	NOBLES LIFT REPAIR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	55.00
	6/29/12	CORD-EMERGENCY GENERATOR R	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	82.50
	6/29/12	CLEANED STARTER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	82.50
	6/29/12	SERVICE CALL	ELECTRIC	M-DISTR UNDERGRND LINE	89.32
	6/29/12	FIRE ALARM REPLACEMENT	ELECTRIC	GENERATION	708.05
	6/29/12	SIGN RELOCATION FOR TRANSM	ELECTRIC	FA DISTR POLES TOWERS	2,057.66
	6/29/12	DRU INSTALL	ELECTRIC	FA DISTR METERS	100.76
	6/29/12	DRU INSTALL	ELECTRIC	FA DISTR METERS	100.76
	6/29/12	AIRPORT PUMP CONTROL REPAI	AIRPORT	O-GEN MISC	165.00
				TOTAL:	3,905.05
DEWILD GRANT RECKERT AND ASSOC	6/29/12	PROFESSIONAL SERVICES	ELECTRIC	O-DISTR MISC	17,411.50
	6/29/12	PROFESSIONAL SERVICES	ELECTRIC	FA DISTR POLES TOWERS	3,841.30
				TOTAL:	21,252.80
ECOLAB WATER CARE SERVICES	6/29/12	2500# PHOSPHATE	WATER	O-PURIFY	4,961.00
				TOTAL:	4,961.00
ELSING SHAWN	6/29/12	REIMBURSE MEALS	GENERAL FUND	POLICE ADMINISTRATION	31.00
	6/29/12	REIMBURSE MEALS	GENERAL FUND	POLICE ADMINISTRATION	20.00
	6/29/12	REIMBURSE MEAL	GENERAL FUND	POLICE ADMINISTRATION	11.00
				TOTAL:	62.00
FRONTIER COMMUNICATIONS	6/29/12	PHONE SERVICE	WATER	O-PUMPING	68.39
	6/29/12	PHONE SERVICE	WATER	O-PURIFY MISC	60.07
	6/29/12	PHONE SERVICE	WATER	O-DISTR STORAGE	38.06
	6/29/12	PHONE SERVICE	WATER	O-DISTR MISC	50.11
	6/29/12	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	24.68
	6/29/12	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	85.28
	6/29/12	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	210.42
	6/29/12	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	24.87
	6/29/12	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	44.16
	6/29/12	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	24.68
	6/29/12	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	83.08
	6/29/12	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	60.98
	6/29/12	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	49.92
	6/29/12	PHONE SERVICE	ELECTRIC	O-DISTR MISC	143.83
	6/29/12	PHONE SERVICE	ELECTRIC	M-DISTR STATION EQUIPM	19.03
	6/29/12	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	63.51
	6/29/12	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	221.83
	6/29/12	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	38.38
				TOTAL:	1,311.28
FS3 INC	6/29/12	4" CONDUIT FOR 15 KV CABLE ELECTRIC		FA DISTR UNDRGRND COND	16,999.54
				TOTAL:	16,999.54

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GLOCK PROFESSIONAL INC	6/29/12	ARMORER'S COURSE	GENERAL FUND	POLICE ADMINISTRATION	195.00
				TOTAL:	195.00
GRIMMIUS NATHAN	6/29/12	REIMBURSE MEALS	GENERAL FUND	POLICE ADMINISTRATION	44.00
				TOTAL:	44.00
HACH COMPANY	6/29/12	PIPET TIPS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	23.59
				TOTAL:	23.59
HAWKINS INC	6/29/12	2 TONS CHLORINE	WATER	O-PURIFY	1,456.31
	6/29/12	2000 # CHLORINE	MUNICIPAL WASTEWAT	O-PURIFY MISC	738.40
				TOTAL:	2,194.71
HD SUPPLY WATERWORKS	6/29/12	MANHOLE ADJUSTING RING	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	806.40
				TOTAL:	806.40
HILLESHEIM CHRISTOPHER	6/29/12	REIMBURSE BOOTS	GENERAL FUND	POLICE ADMINISTRATION	227.80
				TOTAL:	227.80
HY-VEE INC	6/29/12	FUEL	GENERAL FUND	POLICE ADMINISTRATION	4,995.24
	6/29/12	FUEL	GENERAL FUND	REGULATE LAWFUL GAMBLE	15.45
	6/29/12	FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	158.42
	6/29/12	FUEL	GENERAL FUND	CODE ENFORCEMENT	94.24
				TOTAL:	5,263.35
JBS USA	6/29/12	2ND QTR 2012 RECONCILIATIO	INDUSTRIAL WASTEWA	ADMIN MISC	31,510.68
				TOTAL:	31,510.68
K & S MOTORS INC	6/29/12	OIL CHANGE UNIT 204	WATER	M-PUMPING	23.22
				TOTAL:	23.22
LIBERTY BANK AND TRUST	6/29/12	GOLF CART LEASE	RECREATION	GOLF COURSE-CLUBHOUSE	2,451.48
				TOTAL:	2,451.48
LORAIN TOWNSHIP	6/29/12	JBS ANNEXATION	GENERAL FUND	OTHER GEN GOVT MISC	53.11
				TOTAL:	53.11
MAVERICK LABEL	6/29/12	DRU WARNING LABELS	ELECTRIC	PA DISTR METERS	211.32
				TOTAL:	211.32
MINNESOTA ENERGY RESOURCES CORP	6/29/12	GAS SERVICE	RECREATION	PARK AREAS	32.69
				TOTAL:	32.69
MINNESOTA POLLUTION CONTROL	6/29/12	STEFFL CLASS "A" LICENSE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.00
				TOTAL:	40.00
MINNESOTA PRESENTERS NETWORK	6/29/12	2012 DUES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	50.00
				TOTAL:	50.00
MINNESOTA VALLEY TESTING LABS INC	6/29/12	SALTY DISCHARGE SAMPLING	MUNICIPAL WASTEWAT	O-PURIFY MISC	129.60
				TOTAL:	129.60
MISCELLANEOUS V AHLQUIST TODD OR	6/29/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	65.00
ANAZTHASYA ANTHONY	6/29/12	REFUND OF DEPOSIT	WATER	NON-DEPARTMENTAL	28.13
ANAZTHASYA ANTHONY	6/29/12	REFUND OF DEPOSIT	WATER	ACCTS-RECORDS & COLLEC	0.02
ANAZTHASYA ANTHONY	6/29/12	REFUND OF DEPOSIT	ELECTRIC	NON-DEPARTMENTAL	95.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ANAZTHASYA ANTHONY	6/29/12	REFUND OF DEPOSIT	ELECTRIC	ACCTS-RECORDS & COLLEC	0.05
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	GENERAL FUND	NON-DEPARTMENTAL	13.81
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	WATER	NON-DEPARTMENTAL	15.61
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	29.42
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	ELECTRIC	NON-DEPARTMENTAL	27.35
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	STORM WATER MANAGE	NON-DEPARTMENTAL	6.71
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	STREET LIGHTING	NON-DEPARTMENTAL	6.41
ANDERSEN JOHN	6/29/12	ANDERSEN JOHN:FINAL BILL R	GARBAGE COLLECTION	NON-DEPARTMENTAL	28.16
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	WATER	NON-DEPARTMENTAL	45.00
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	WATER	ACCTS-RECORDS & COLLEC	0.02
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1.85
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	0.03
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	ELECTRIC	NON-DEPARTMENTAL	95.00
ARANDA PABLO	6/29/12	ARANDA PABLO:REFUND OF DEP	ELECTRIC	ACCTS-RECORDS & COLLEC	0.05
AYALA IVAN	6/29/12	REFUND OF DEPOSIT	ELECTRIC	NON-DEPARTMENTAL	67.16
AYALA IVAN	6/29/12	REFUND OF DEPOSIT	ELECTRIC	ACCTS-RECORDS & COLLEC	0.02
BENTS DONALD	6/29/12	BENTS DONALD:CUSTOMER REBA	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
BLANCHARD DAVID	6/29/12	BLANCHARD DAVID: CUSTOMER	ELECTRIC	CUSTOMER INSTALL EXPEN	60.00
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	7.64
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	WATER	NON-DEPARTMENTAL	7.37
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	13.76
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	ELECTRIC	NON-DEPARTMENTAL	24.29
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	STORM WATER MANAGE	NON-DEPARTMENTAL	4.05
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	STREET LIGHTING	NON-DEPARTMENTAL	3.86
BUNTJER ANDREW	6/29/12	REFUND OF DEPOSIT	GARBAGE COLLECTION	NON-DEPARTMENTAL	17.53
ESPARZA RODRIGO	6/29/12	ESPARZA RODRIGO:REFUND OF	ELECTRIC	NON-DEPARTMENTAL	40.01
ESPARZA RODRIGO	6/29/12	ESPARZA RODRIGO:REFUND OF	ELECTRIC	ACCTS-RECORDS & COLLEC	0.02
GLAWE LORI	6/29/12	GLAWE LORI:CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
GRAVE KRAIG	6/29/12	GRAVE KRAIG:REFUND OF DEP	ELECTRIC	NON-DEPARTMENTAL	111.48
HAE KYAW	6/29/12	HAE KYAW: REFUND OF DEPOSI	ELECTRIC	NON-DEPARTMENTAL	52.19
HAE KYAW	6/29/12	HAE KYAW: REFUND OF DEPOSI	ELECTRIC	ACCTS-RECORDS & COLLEC	0.05
HAMMAN MIKE	6/29/12	HAMMAN MIKE:CUSTOMER REBAT	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
HARCHANKO RAY	6/29/12	HARCHANKO RAY: CUSTOMER RE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
HARDY BOOTS	6/29/12	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
JOHNSON JASON	6/29/12	JOHNSON JASON:CUSTOMER RE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
KLINGENBERG RUTH	6/29/12	KLINGENBERG RUTH:CUSTOMER	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
LOPEZ SONIA DEL CARMEN	6/29/12	LOPEZ SONIA DEL CARMEN:REF	ELECTRIC	NON-DEPARTMENTAL	205.90
LOPEZ SONIA DEL CARMEN	6/29/12	LOPEZ SONIA DEL CARMEN:REF	ELECTRIC	ACCTS-RECORDS & COLLEC	0.12
LUITJENS STACY	6/29/12	LUITJENS STACY:CUSTOMER RE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
NGUYEN STEVE	6/29/12	NGUYEN STEVE:CUSTOMER REBA	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
O'BRIEN BEVERLY	6/29/12	O'BRIEN BEVERLY:REF OF DEP	GENERAL FUND	NON-DEPARTMENTAL	4.00
O'BRIEN BEVERLY	6/29/12	O'BRIEN BEVERLY:REF OF DEP	GARBAGE COLLECTION	NON-DEPARTMENTAL	19.44
OROZCO-MONTANEZ OSCAR	6/29/12	OROZCO-MONTANEZ OSCAR:CUST	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
SAECHAD FRARM	6/29/12	SAECHAD FRARM:REFUND OF DE	ELECTRIC	NON-DEPARTMENTAL	56.68
SAECHAD FRARM	6/29/12	SAECHAD FRARM:REFUND OF DE	ELECTRIC	ACCTS-RECORDS & COLLEC	0.03
SCHETTEL HERBERT	6/29/12	SCHETTEL HERBERT:CUSTOMER	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	WATER	NON-DEPARTMENTAL	50.00
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	WATER	ACCTS-RECORDS & COLLEC	0.02
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	53.07
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	0.04
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	ELECTRIC	NON-DEPARTMENTAL	190.00
SCHROEDER JOSH	6/29/12	REFUND OF DEPOSIT	ELECTRIC	ACCTS-RECORDS & COLLEC	0.10
SEC OF HOUSING & URBAN	6/29/12	SEC OF HOUSING & URBAN DEV	ELECTRIC	NON-DEPARTMENTAL	1.78
SOUTHWEST CRISIS CENTE	6/29/12	SHELTER HOUSE DEPOSIT REFU	RECREATION	NON-DEPARTMENTAL	40.00
ST MATTHEWS	6/29/12	ST MATTHEWS:CUSTOMER REBAT	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
THIER CYRIL	6/29/12	THIER CYRIL:CUSTOMER REBAT	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THUNG RODY	6/29/12	THUNG RODY:REFUND OF DEP	ELECTRIC	NON-DEPARTMENTAL	75.51
THUNG RODY	6/29/12	THUNG RODY:REFUND OF DEP	ELECTRIC	NON-DEPARTMENTAL	89.81
THUNG RODY	6/29/12	THUNG RODY:REFUND OF DEP	ELECTRIC	ACCTS-RECORDS & COLLEC	0.02
WELDEYES ESUENDALE	6/29/12	WELDEYES ESUENDALE:CUST RE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
				TOTAL:	2,233.57
NOBLES COUNTY	6/29/12	RECYCLED FLUORESCENT BULBS	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.85
				TOTAL:	14.85
NOBLES COUNTY SENIOR CONCERNS COMMITTE	6/29/12	SPRING FLING SPONSORSHIP	GENERAL FUND	COMMUNITY CENTER	1,600.00
				TOTAL:	1,600.00
PITNEY BOWES INC	6/29/12	POSTAGE	WATER	ADMIN OFFICE SUPPLIES	70.80
	6/29/12	POSTAGE	WATER	ACCTS-RECORDS & COLLEC	637.25
	6/29/12	POSTAGE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	70.80
	6/29/12	POSTAGE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	637.25
	6/29/12	POSTAGE	ELECTRIC	ADMIN OFFICE SUPPLIES	141.60
	6/29/12	POSTAGE	ELECTRIC	ACCTS-RECORDS & COLLEC	1,274.50
				TOTAL:	2,832.20
PRAIRIE VENTURES, LLP & THE STATE OF M	6/29/12	ABATEMENT-2012 1ST HALF TA	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	12,990.05
				TOTAL:	12,990.05
RESCO INC	6/29/12	15 KV STRESS CONES	ELECTRIC	FA DISTR UNDRGRND COND	296.00
				TOTAL:	296.00
RUNNINGS SUPPLY INC-ACCT#9502440	6/29/12	ANTI-BACTERIAL SOAP	MUNICIPAL WASTEWAT	O-PURIFY MISC	19.22
	6/29/12	CONSTRUCTION ADHESIVE	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	2.34
	6/29/12	BOLTS, NUTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1.45
				TOTAL:	23.01
S & K TRUCK LINE INC	6/29/12	FREIGHT	LIQUOR	O-SOURCE MISC	673.40
				TOTAL:	673.40
SCHOOL DISTRICT #518	6/29/12	50% OF EPA AUDIO VISUAL BI	GENERAL FUND	NON-DEPARTMENTAL	675.00
				TOTAL:	675.00
SCHWALBACH ACE #6067	6/29/12	ELBOW, ADAPTOR, PIPE	STORM WATER MANAGE	STORM DRAINAGE	10.10
				TOTAL:	10.10
SIRCHIE LABS INC	6/29/12	EVIDENCE BAGS	GENERAL FUND	SECURITY CENTER	39.72
	6/29/12	EVIDENCE BAGS	GENERAL FUND	SECURITY CENTER	39.72
				TOTAL:	79.44
SOUTHWEST CHAPTER OF ICC	6/29/12	CONTINUING ED	GENERAL FUND	ECONOMIC DEVELOPMENT	10.00
				TOTAL:	10.00
SR MAILING SOLUTIONS	6/29/12	CASS CERTIFICATION	WATER	ACCTS-RECORDS & COLLEC	11.76
	6/29/12	CASS CERTIFICATION	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	11.76
	6/29/12	CASS CERTIFICATION	ELECTRIC	ACCTS-RECORDS & COLLEC	23.52
				TOTAL:	47.04
UNITED PRAIRIE BANK & OKABENA ESTATES	6/29/12	TI #11 SEMI-ANNUAL PAYMENT	OKABENA ESTATES	OKABENA ESTATES	534.58
	6/29/12	TI #11 SEMI-ANNUAL PAYMENT	OKABENA ESTATES	OKABENA ESTATES	3,029.26
	6/29/12	TI #11 SEMI-ANNUAL PAYMENT	OKABENA ESTATES	OKABENA ESTATES	8,270.23
				TOTAL:	11,834.07

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WESCO DISTRIBUTION INC	6/29/12	STRESS CONES-15 KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	308.60
				TOTAL:	308.60
WEST GOVERNMENT SERVICES	6/29/12	MAY CLEAR	GENERAL FUND	SECURITY CENTER	66.59
	6/29/12	MAY CLEAR	GENERAL FUND	SECURITY CENTER	66.59
				TOTAL:	133.18
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	6/29/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	141.00
	6/29/12	WINE	LIQUOR	NON-DEPARTMENTAL	128.00
	6/29/12	WINE	LIQUOR	NON-DEPARTMENTAL	495.80
	6/29/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,926.27
	6/29/12	MIX	LIQUOR	NON-DEPARTMENTAL	97.40
	6/29/12	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	42.00
	6/29/12	LIQUOR CREDIT	LIQUOR	NON-DEPARTMENTAL	36.00
	6/29/12	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	48.00
				TOTAL:	6,662.47
WOLL PAUL	6/29/12	SHELTER HOUSE DEPOSIT REFU RECREATION		NON-DEPARTMENTAL	25.00
				TOTAL:	25.00
WORTHINGTON FIRE DEPT RELIEF ASSOC	6/29/12	1ST HALF NOBLES CTY TAX SE GENERAL FUND		FIRE ADMINISTRATION	22,074.66
				TOTAL:	22,074.66
WORTHINGTON FOOTWEAR	6/29/12	STEEL TOE WORK BOOT	ELECTRIC	O-DISTR MISC	200.00
				TOTAL:	200.00

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

101	GENERAL FUND	46,064.93
229	RECREATION	3,012.67
231	ECONOMIC DEV AUTHORITY	12,990.05
425	OKABENA ESTATES	11,834.07
601	WATER	10,508.61
602	MUNICIPAL WASTEWATER	3,450.89
604	ELECTRIC	47,676.35
605	INDUSTRIAL WASTEWATER	142,941.81
606	STORM WATER MANAGEMENT	20.86
607	STREET LIGHTING	10.27
609	LIQUOR	31,666.35
612	AIRPORT	165.00
614	MEMORIAL AUDITORIUM	50.00
873	GARBAGE COLLECTION	65.13

 GRAND TOTAL: 310,456.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	7/06/12	MONTHLY COPIER SERVICE	DATA PROCESSING	COPIER/FAX	<u>134.36</u>
				TOTAL:	134.36
ADVANCED PUBLIC SAFETY INC	7/06/12	PRINTER W/USB CABLE, BATTE	GENERAL FUND	CODE ENFORCEMENT	<u>802.21</u>
				TOTAL:	802.21
ARCTIC ICE INC	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	174.00
	7/06/12	ICE	LIQUOR	NON-DEPARTMENTAL	<u>154.50</u>
				TOTAL:	328.50
ARNOLD MOTOR SUPPLY	7/06/12	FILTERS	RECREATION	GOLF COURSE-GREEN	32.06
	7/06/12	OIL	RECREATION	GOLF COURSE-GREEN	38.46
	7/06/12	FILTERS	RECREATION	GOLF COURSE-GREEN	22.25
	7/06/12	BEARINGS	RECREATION	GOLF COURSE-GREEN	<u>23.49</u>
				TOTAL:	116.26
AVERA MEDICAL GROUP WORTHINGTON	7/06/12	PRE-EMPLOYMENT EXAM	GENERAL FUND	POLICE ADMINISTRATION	570.00
	7/06/12	PRE-EMPLOYMENT LAB TEST	MUNICIPAL WASTEWAT	O-PURIFY MISC	25.00
	7/06/12	CDL LAB TESTING	ELECTRIC	O-DISTR MISC	<u>25.00</u>
				TOTAL:	620.00
BAHRS SMALL ENGINE	7/06/12	CHAINS, SHARPENING	RECREATION	TREE REMOVAL	29.96
	7/06/12	CHAINS, SHARPENING	RECREATION	TREE REMOVAL	<u>24.00</u>
				TOTAL:	53.96
BELLBOY CORP	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	<u>449.10</u>
				TOTAL:	449.10
BEVERAGE WHOLESALERS INC	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	2,906.90
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	7,022.95
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	<u>145.00</u>
				TOTAL:	10,074.85
BRAUN LAWN CARE & LANDSCAPING	7/06/12	MOWED 10TH & DIAGONAL RD	GENERAL FUND	CODE ENFORCEMENT	30.00
	7/06/12	MOWED 3RD AVE	GENERAL FUND	CODE ENFORCEMENT	<u>30.00</u>
				TOTAL:	60.00
CABELAS MKTG & BRAND MGT INC	7/06/12	WINTER PARKAS-NEW EMPLOYEE WATER		O-DISTR MISC	<u>318.93</u>
				TOTAL:	318.93
CONSTRUCTION MATERIALS INC	7/06/12	REBAR	GENERAL FUND	PAVED STREETS	<u>153.90</u>
				TOTAL:	153.90
COOPERATIVE ENERGY CO- ACCT # 5910807	7/06/12	PROPANE	GENERAL FUND	PAVED STREETS	58.78
	7/06/12	DIESEL	GENERAL FUND	PAVED STREETS	<u>35.19</u>
				TOTAL:	93.97
CRA PAYMENT CENTER	7/06/12	PARTS FOR AIRPORT MOWER	AIRPORT	O-GEN MISC	<u>194.95</u>
				TOTAL:	194.95
CREATIVE PRODUCT SOURCE INC	7/06/12	EVIDENCE BAGS & BOXES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	<u>584.34</u>
				TOTAL:	584.34
DASHBOARD ELECTRONICS	7/06/12	ALARM SYSTEM & INSTALL	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	<u>528.96</u>
				TOTAL:	528.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FRANK E DAVIS III	7/06/12	PARTS	RECREATION	GOLF COURSE-GREEN	277.57
				TOTAL:	277.57
DAVIS TYPEWRITER CO INC	7/06/12	COLORED PAPER	GENERAL FUND	MAYOR AND COUNCIL	17.48
	7/06/12	11X17 COPIER PAPER	GENERAL FUND	ENGINEERING ADMIN	29.85
	7/06/12	11X17 COPIER PAPER	GENERAL FUND	ECONOMIC DEVELOPMENT	29.85
	7/06/12	SUPPLIES-ACCIDENT/INCIDENT	GENERAL FUND	PAVED STREETS	14.14
	7/06/12	FILING BOXES	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	11.37
	7/06/12	CARTRIDGES	DATA PROCESSING	DATA PROCESSING	105.87
				TOTAL:	208.56
DIAMOND VOGEL PAINT	7/06/12	SUPPLIES	GENERAL FUND	ENGINEERING ADMIN	2.91
	7/06/12	PAINT-PARK BENCHES	RECREATION	PARK AREAS	53.32
	7/06/12	PAINT THINNER	RECREATION	PARK AREAS	19.00
	7/06/12	PAINT	RECREATION	PARK AREAS	53.32
	7/06/12	PAINT THINNER, SUPPLIES	RECREATION	PARK AREAS	62.17
				TOTAL:	190.72
ECOLAB PEST ELIMINATION	7/06/12	PBST TREATMENT	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	374.06
				TOTAL:	374.06
ELSING SHAWN	7/06/12	REIMBURSE PARKING, MEAL	GENERAL FUND	POLICE ADMINISTRATION	20.00
	7/06/12	REIMBURSE PARKING, MEAL	GENERAL FUND	POLICE ADMINISTRATION	11.00
				TOTAL:	31.00
EXTREME BEVERAGE LLC	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	77.50
				TOTAL:	77.50
FASTENAL COMPANY	7/06/12	PARTS	AIRPORT	O-GEN MISC	2.14
	7/06/12	STORM DAMAGE-OVERHEAD DOOR	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	1.16
				TOTAL:	3.30
FRONTIER COMMUNICATIONS	7/06/12	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	60.65
	7/06/12	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	328.52
	7/06/12	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	176.24
	7/06/12	PHONE SERVICE	GENERAL FUND	ACCOUNTING	66.11
	7/06/12	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	221.90
	7/06/12	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	138.58
	7/06/12	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	23.53
	7/06/12	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	126.97
	7/06/12	PHONE SERVICE	GENERAL FUND	PAVED STREETS	188.66
	7/06/12	PHONE SERVICE	GENERAL FUND	COMMUNITY CENTER	122.23
	7/06/12	PHONE SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	147.36
	7/06/12	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	78.22
	7/06/12	PHONE SERVICE	RECREATION	PARK AREAS	152.57
	7/06/12	FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	73.71
	7/06/12	PHONE SERVICE	LIQUOR	O-GEN MISC	159.03
	7/06/12	PHONE SERVICE	AIRPORT	O-GEN MISC	81.68
	7/06/12	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	67.44
	7/06/12	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	119.86
	7/06/12	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	22.43
				TOTAL:	2,355.69
GARY BRINK ELECTRIC LLC	7/06/12	INSTALL 35 DRUS	ELECTRIC	FA DISTR METERS	2,908.69
				TOTAL:	2,908.69

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GCC -CONSOLIDATED READY MIX INC	7/06/12	REPAIRS	GENERAL FUND	PAVED STREETS	762.02
	7/06/12	REPAIRS	GENERAL FUND	PAVED STREETS	1,100.81
	7/06/12	REPAIRS	STORM WATER MANAGE	STREET CLEANING	741.45
				TOTAL:	2,604.28
GRAHAM TIRE OF WORTHINGTON INC	7/06/12	PARTS	RECREATION	PARK AREAS	139.73
				TOTAL:	139.73
GRIMMIUS NATHAN	7/06/12	REIMBURSE K-9 TRIAL EXPENS	GENERAL FUND	POLICE ADMINISTRATION	30.00
	7/06/12	REIMBURSE K-9 TRIAL EXPENS	GENERAL FUND	POLICE ADMINISTRATION	59.00
				TOTAL:	89.00
H & H AUTO & REPAIR	7/06/12	OIL CHANGE	GENERAL FUND	ECONOMIC DEVELOPMENT	26.53
				TOTAL:	26.53
HAFFIELD DWAYNE	7/06/12	REIMBURSE MILEAGE DOT TH 6	GENERAL FUND	ENGINEERING ADMIN	36.63
				TOTAL:	36.63
HAGEN BEVERAGE DISTRIBUTING INC	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	1,459.60
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	9,183.60
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	16,227.05
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	53.50
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	5,303.25
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	195.25
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	389.00
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	1,956.65
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	96.00
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	3,705.00
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	7,429.70
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	45.00
	7/06/12	WATER	LIQUOR	O-GEN MISC	32.00
				TOTAL:	46,075.60
HAIN SCOTT	7/06/12	REIMBURSE TRAVEL EXPENSES	WATER	O-SOURCE WELLS & SPRNG	318.84
	7/06/12	REIMBURSE TRAVEL EXPENSES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	61.27
	7/06/12	REIMBURSE TRAVEL EXPENSES	ELECTRIC	ADMIN OFFICE SUPPLIES	427.36
				TOTAL:	807.47
HDR ENGINEERING INC	7/06/12	PROFESSIONAL ENGINEERING	INDUSTRIAL WASTEWA	O-PURIFY MISC	471.18
				TOTAL:	471.18
IDE@S	7/06/12	ROUTER TROUBLE SHOOTING	LIQUOR	O-GEN MISC	163.68
	7/06/12	TECHNICAL SUPPORT	LIQUOR	O-GEN MISC	22.50
				TOTAL:	186.18
INDIAN ISLAND WINERY	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	477.36
				TOTAL:	477.36
INVENTORY TRADING CO	7/06/12	UNIFORMS	GENERAL FUND	SECURITY CENTER	130.00
	7/06/12	UNIFORMS	GENERAL FUND	SECURITY CENTER	355.00
				TOTAL:	485.00
J & K WINDOWS	7/06/12	WINDOW CLEANING	LIQUOR	O-GEN MISC	60.00
	7/06/12	WINDOW CLEANING	MEMORIAL AUDITORIUM	FA MISC	416.82
				TOTAL:	476.82

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JACKS UNIFORMS & EQUIPMENT	7/06/12	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	178.34
	7/06/12	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	494.80
	7/06/12	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	213.79
	7/06/12	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	226.75
	7/06/12	UNIFORMS	GENERAL FUND	CODE ENFORCEMENT	<u>42.45</u>
				TOTAL:	1,156.13
JOHNSON BROTHERS LIQUOR CO	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,306.72
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,907.40
	7/06/12	BEER	LIQUOR	NON-DEPARTMENTAL	524.75
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	2,660.00
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	415.10
	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,318.83
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	2,495.90
	7/06/12	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	28.00-
	7/06/12	WINE CREDIT	LIQUOR	NON-DEPARTMENTAL	<u>28.00-</u>
				TOTAL:	14,572.70
KARL'S TV & APPLIANCE INC	7/06/12	CLOTHES WASHER	ELECTRIC	O-DISTR MISC	<u>640.19</u>
				TOTAL:	640.19
KHC CONSTRUCTION, INC	7/06/12	2012 IWWTP IMPROVEMENTS	INDUSTRIAL WASTEWAT	NON-DEPARTMENTAL	5,227.00-
	7/06/12	2012 IWWTP IMPROVEMENTS	INDUSTRIAL WASTEWAT	2011 INDUSTRIAL WWTP I	<u>104,534.00</u>
				TOTAL:	99,307.00
KRUSE MOTORS OF WORTHINGTON INC	7/06/12	SERVICE AIRBAG WARNING	GENERAL FUND	POLICE ADMINISTRATION	15.00
	7/06/12	SERVICE AIRBAG WARNING	GENERAL FUND	POLICE ADMINISTRATION	<u>124.50</u>
				TOTAL:	139.50
LAMPERTS YARDS INC-2602004	7/06/12	STUDS FOR FORMING SIDEWALK	GENERAL FUND	PAVED STREETS	10.07
	7/06/12	EXPANSION JOINT	GENERAL FUND	PAVED STREETS	19.17
	7/06/12	SIDEWALK FORMS	GENERAL FUND	PAVED STREETS	6.27
	7/06/12	STORM SEWER REPAIR	STORM WATER MANAGE	STORM DRAINAGE	<u>6.55</u>
				TOTAL:	42.06
LARSON CRANE SERVICE INC	7/06/12	2011 SEWER/WATER RECON	WATER	NON-DEPARTMENTAL	2,990.18
	7/06/12	2011 SEWER/WATER RECON	WATER	PROJECT #15	18,172.00
	7/06/12	2011 SEWER/WATER RECON	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	346.59-
	7/06/12	2011 SEWER/WATER RECON	MUNICIPAL WASTEWAT	PROJECT #15	23,106.00
	7/06/12	2011 SEWER/WATER RECON	STORM WATER MANAGE	NON-DEPARTMENTAL	3,059.75
	7/06/12	2011 SEWER/WATER RECON	STORM WATER MANAGE	PROJECT #3	<u>17,834.80</u>
				TOTAL:	64,816.14
LAW ENFORCEMENT LABOR SERVICES INC #27	7/06/12	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	<u>135.00</u>
				TOTAL:	135.00
LIEPOLD RANDY	7/06/12	REIMBURSE-K9 TRIAL EXPENSE	GENERAL FUND	POLICE ADMINISTRATION	141.69
	7/06/12	REIMBURSE-K9 TRIAL EXPENSE	GENERAL FUND	POLICE ADMINISTRATION	<u>464.96</u>
				TOTAL:	606.65
MINNESOTA CHIEFS OF POLICE ASSN.	7/06/12	SUPERVISOR TESTS	GENERAL FUND	POLICE ADMINISTRATION	<u>379.41</u>
				TOTAL:	379.41
MINNESOTA ENERGY RESOURCES CORP	7/06/12	GAS SERVICE	GENERAL FUND	PAVED STREETS	<u>14.57</u>
				TOTAL:	14.57

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MINNESOTA MUNICIPAL UTILITIES ASSOC	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	ADMINISTRATION	157.99
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	ENGINEERING ADMIN	289.64
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	ECONOMIC DEVELOPMENT	131.66
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	POLICE ADMINISTRATION	1,632.53
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	FIRE ADMINISTRATION	1,895.84
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	PAVED STREETS	52.66
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	PAVED STREETS	315.97
	7/06/12	3RD QTR OSHA SAFETY SERVIC	GENERAL FUND	CODE ENFORCEMENT	52.66
	7/06/12	3RD QTR OSHA SAFETY SERVIC	RECREATION	GOLF COURSE-GREEN	52.66
	7/06/12	3RD QTR OSHA SAFETY SERVIC	RECREATION	PARK AREAS	210.65
	7/06/12	3RD QTR OSHA SAFETY SERVIC	LIQUOR	O-GEN MISC	157.99
	7/06/12	3RD QTR OSHA SAFETY SERVIC	DATA PROCESSING	DATA PROCESSING	210.65
				TOTAL:	5,160.90
MN CHILD SUPPORT PAYMENT CTR	7/06/12	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	369.17
	7/06/12	GARNISHMENT	RECREATION	NON-DEPARTMENTAL	228.42
	7/06/12	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	892.05
MN DEPT TRANSPORTATION	7/06/12	TH 60 CONSTRUCTION	WATER	PROJECT #14	216,045.90
	7/06/12	TH 60 CONSTRUCTION	MUNICIPAL WASTEWAT	PROJECT #8	51,216.08
				TOTAL:	267,261.98
MORRIS ELECTRONICS INC	7/06/12	WORK ON VPN	GENERAL FUND	SECURITY CENTER	35.00
	7/06/12	WORK ON VPN	GENERAL FUND	SECURITY CENTER	35.00
				TOTAL:	70.00
MTI DISTRIBUTING INC	7/06/12	BEARINGS, PARTS	RECREATION	PARK AREAS	567.04
				TOTAL:	567.04
MURRAY COUNTY SHERIFFS OFFICE	7/06/12	PARTIAL REIMBURSE-SQUAD	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	14,000.00
				TOTAL:	14,000.00
NEW VISION CO-OP	7/06/12	TRIPLET SPRAY	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	188.97
				TOTAL:	188.97
NIENKERK CONSTRUCTION INC	7/06/12	PUMP TANKS & TOILET RENTAL	RECREATION	GOLF COURSE-GREEN	1,840.47
				TOTAL:	1,840.47
NOBLES COOPERATIVE ELECTRIC	7/06/12	ELECTRIC SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	337.12
	7/06/12	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	43.07
	7/06/12	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	594.65
	7/06/12	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	16.03
	7/06/12	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	40.72
				TOTAL:	1,031.59
NOBLES COUNTY AUDITOR/TREASURER	7/06/12	LONG DISTANCE ENDING 5/31/	GENERAL FUND	POLICE ADMINISTRATION	720.48
	7/06/12	JUNE 2012 LEGAL	GENERAL FUND	PROSECUTION	11,690.25
				TOTAL:	12,410.73
PAUSTIS & SONS	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	846.00
				TOTAL:	846.00
PEPSI COLA BOTTLING CO	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	96.00
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	63.85
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	122.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	265.80
				TOTAL:	547.65
PHILLIPS WINE & SPIRITS INC	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,029.79
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	3,483.05
	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,318.64
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	1,589.80
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	32.50
				TOTAL:	16,453.78
RUNNINGS SUPPLY INC-ACCT#9502440	7/06/12	CLEANING SUPPLIES	WATER	O-DISTR MISC	12.48
	7/06/12	MECHANICAL CREEPER FOR SHO	MUNICIPAL WASTEWAT	O-PURIFY MISC	49.16
	7/06/12	BOLTS, HITCH RINGS	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	8.51
				TOTAL:	70.15
RUNNINGS SUPPLY INC-ACCT#9502485	7/06/12	K-9 SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	17.24
	7/06/12	POT HOLE PATCHERS	GENERAL FUND	PAVED STREETS	14.16
	7/06/12	POT HOLE PATCHERS	GENERAL FUND	PAVED STREETS	5.24
	7/06/12	RUNNINGS SUPPLY INC-ACCT#9	GENERAL FUND	PAVED STREETS	3.52
	7/06/12	TOILET HANDLE	GENERAL FUND	PAVED STREETS	3.20
	7/06/12	SCREWS	GENERAL FUND	PAVED STREETS	3.67
	7/06/12	PRAMITOL	GENERAL FUND	PAVED STREETS	45.95
	7/06/12	6' BED MAT	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	80.15
				TOTAL:	173.13
S & K TRUCK LINE INC	7/06/12	FREIGHT	LIQUOR	O-SOURCE MISC	391.40
				TOTAL:	391.40
SCHWALBACH #4465	7/06/12	RENOVATIONS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	2,561.57
				TOTAL:	2,561.57
SERVICEMASTER OF WORTHINGTON	7/06/12	JUNE CLEANING BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	546.00
				TOTAL:	546.00
SGC HORIZON LLC	7/06/12	CONSTRUCTION ADS	STORM WATER MANAGE	PROJECT #13	131.25
	7/06/12	CONSTRUCTION ADS	AIRPORT	PROJECT #4	357.00
				TOTAL:	488.25
SOUTHERN WINE & SPIRITS OF MINNESOTA	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,444.18
	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,039.15
				TOTAL:	8,483.33
SOUTHWEST REGIONAL DEVELOPMENT COMM	7/06/12	EDA GRANT ADMIN SERVICES	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,540.08
				TOTAL:	1,540.08
TOTAL REGISTER SYSTEMS	7/06/12	SCANNERS	LIQUOR	O-GEN MISC	1,266.47
				TOTAL:	1,266.47
TRI-STATE RENTAL CENTER	7/06/12	TRAILER RENTAL FOR CARTS	RECREATION	GOLF COURSE-CLUBHOUSE	59.85
				TOTAL:	59.85
TURFWERKS	7/06/12	PARTS FOR PROGRESSIVE MOWE	RECREATION	PARK AREAS	109.16
				TOTAL:	109.16
VANTAGEPOINT TRANSFER AGENTS-457	7/06/12	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	351.42
	7/06/12	DEFERRED COMP	GENERAL FUND	POLICE ADMINISTRATION	76.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	428.34
VIRGIL VEEN	7/06/12	OIL CHANGES	GENERAL FUND	POLICE ADMINISTRATION	296.00
				TOTAL:	296.00
VINOCOPIA INC	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,688.25
				TOTAL:	1,688.25
WILTROUT, BRETT C	7/06/12	REIMBURSE K9 TRIAL EXPENSE	GENERAL FUND	POLICE ADMINISTRATION	143.88
	7/06/12	REIMBURSE K9 TRIAL EXPENSE	GENERAL FUND	POLICE ADMINISTRATION	770.96
				TOTAL:	914.84
WINE MERCHANTS	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	339.85
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	307.50
				TOTAL:	647.35
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,429.66
	7/06/12	MIX	LIQUOR	NON-DEPARTMENTAL	42.00
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	79.90
	7/06/12	WINE	LIQUOR	NON-DEPARTMENTAL	607.20
	7/06/12	LIQUOR	LIQUOR	NON-DEPARTMENTAL	111.00
				TOTAL:	5,269.76
WORTHINGTON POWER & EQUIP INC	7/06/12	PARTS	RECREATION	PARK AREAS	25.87
				TOTAL:	25.87
YMCA	7/06/12	MONTHLY MANAGEMENT FEES	GENERAL FUND	COMMUNITY CENTER	522.47
	7/06/12	MONTHLY MANAGEMENT FEES	GENERAL FUND	COMMUNITY CENTER	756.04
				TOTAL:	1,278.51

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

101	GENERAL FUND	28,614.98
207	PD TASK FORCE	15,193.45
229	RECREATION	5,238.47
231	ECONOMIC DEV AUTHORITY	2,159.79
601	WATER	238,152.79
602	MUNICIPAL WASTEWATER	74,319.77
604	ELECTRIC	4,001.24
605	INDUSTRIAL WASTEWATER	99,778.18
606	STORM WATER MANAGEMENT	21,773.80
609	LIQUOR	108,212.80
612	AIRPORT	676.49
614	MEMORIAL AUDITORIUM	3,419.89
702	DATA PROCESSING	593.17
703	SAFETY PROMO/LOSS CTRL	1.16

 GRAND TOTAL: 602,135.98
