#### WORTHINGTON CITY COUNCIL

#### **AGENDA**

## 7:00 P.M. - Monday, August 25, 2014 City Hall Council Chambers

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. INTRODUCTIONS AND OPENING REMARKS
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE
  - 1. Additions/Changes
  - 2. Closure

#### D. CONSENT AGENDA

- 1. CITY COUNCIL MINUTES (WHITE)
  - a. City Council Minutes of Regular Meeting August 11, 2014
- 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
  - a. Heron Lake Watershed Board Minutes of Regular Meeting, June 17, 2014
- 3. a. CITY COUNCIL BUSINESS ADMINISTRATION (WHITE) Case Items
  - 1. Application for Temporary On-Sale Beer License Worthington Elks Lodge #2287
  - 2. Application to Block Streets/Parade Permit Hispanic Independence Day
- 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. Welcome to Worthington Entrance Signs
- 2. Approve Center for Active Living Grant

# F. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

#### Case Items

1. Minnesota Department of Transportation Grant Agreement

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

#### Case Items

1. Resolution Authorizing the Establishment of an Interfund Loan for Administrative Expenses Related to the Northland Mall Redevelopment

## H. COUNCIL COMMITTEE REPORTS

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

#### I. CITY ADMINISTRATOR REPORT

#### J. ADJOURNMENT

# WORTHINGTON CITY COUNCIL REGULAR MEETING, AUGUST 11, 2014

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

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

Others present: Randy Thompson, Carl Nagel, Brenda Hurlburt, Lori Petersen, Nicole Bonsma, Darlene Vortherms, Kayla Cox, Stephanie Christian, Cheryl Schuett, Ken and Zuby Jansen, Eric Lindner, Abraham Algadi, Mike Johnson, Steve Johnson, Kim Collin, Jason Vote, Jorge Lopez, Detasha Place, Tim Johnson, Brad Meester.

The Pledge of Allegiance was recited.

# <u>CONTINUATION OF PUBLIC HEARING - SALE OF A PORTION OF LOT 1, BLOCK 1, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK ADDITION</u>

At their July 28, 2014 regular meeting, Council held a public hearing on a request from the owner of PurNet, Inc., a local medical device and supply purchase/sales company, to purchase a portion of Lot 1, Block 1, Worthington BioScience Industrial Park Addition. After holding the hearing, Council voted to continue the hearing to the August 11, 2014 Council meeting so the terms of the proposed purchase could be finalized.

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

Brad Chapulis, Director of Community/Economic Development, provided background information on the purchase request from PurNet, Inc., who is requesting to purchase the east 305 feet of Lot 1, Block 1 of the Worthington BioScience Industrial Park Addition through the City's established land acquisition policy. PurNet is intending to construct a 10,000 square foot office building for its company's office operations, and wants to acquire enough land to allow for the construction of an additional 10,000 square feet of office space in the future. The established asking price for the 2.76 acres of land is \$250,000, or \$2.08 per square foot - that price was established by City Council last summer. Using the established asking price for the entire parcel, the asking price for the East 305 feet of said property (69,860 square feet) would be \$145,309. The property is located in the City's Bioscience Industrial Park, the purpose of which is to provide development opportunities for bioscience related companies. While zoning regulations allow for retail/commercial/office development on the park's lots abutting US Hwy. 59, Mr. Chapulis reminded Council that the long term vision for those lots is to provide commercial/hospitality development opportunities that compliment/support the park's bioscience businesses, capture the visibility and accessibility of the property from Hwy 59, extend the synergy started with the developments of Comfort Suites, Worthington Event Center, Biotechnology Advancement Center and Prairie Holdings Group, and

leverage the said investments to attract additional bioscience companies. PurNet representatives were informed of the City's goal/objectives for the lot in question and were presented alternative sites, both privately and City owned, that would accommodate their immediate and long term needs. Given their time line for construction, they were not interested in them, nor were they interested in additional alternate sites. Interior lots of the BioScience Park east of Biotech Drive are restricted for bioscience related companies only per the City's grant agreement with DEED, which was the funding source for the Park's build out.

The City's Land Acquisition Policy allows for the actual sale price of real estate to be reduced by the present value of the property taxes generated by a new facility over a twenty year period at a 6.5% rate of return. The present value is then structured as a forgivable loan to comply with the State Statute as well as protect the City's financial interest in the property. Using schematic building plans submitted by the company and information from the Nobles County Assessor, staff determined a sale under the Land Acquisition Policy would be structured as follows: \$3,189 cash at closing with the remaining \$142,120 financed through a forgivable loan. PurNet was requesting the that purchase price be established at the same value as the forgivable loan.

The proposed sale is considered a business subsidy under Minnesota Statute 116J.994, therefore, the transaction must meet a public purpose other than tax base. Creation of full-time jobs qualifies as a public purpose under our Business Subsidy Policy. In conjunction with the real estate transaction, PurNet would be required to create 7 FTE positions above and beyond the 20 FTE they currently have within two years of the issuance of the certificate of occupancy for the proposed structure.

After holding public hearing required by State Statute, Council must determine if they are interested in selling this lot (or a portion thereof) for the intended purpose, and if so, would they approve the use of the land acquisition policy. Mr. Chapulis said options before the Council at this time are to approve the company's proposal as presented, propose a counter offer, or reject it, and added that any motion for approval or counter offer should include the following items at a minimum:

- 1. Establish a legal description of the subject property that would be considered for sale- the company has requested the East 305 feet of Lot 1, Block 1, Worthington BioScience Industrial Park Addition;
- 2. Establish a sale price as well as the financial terms of the sale Establish the final sale price and determine if the land acquisition policy is applicable. If structured as a forgivable loan, the loan term should be for 20 years with an interest rate of 5%;
- 3. Have an established Level of Proposed Improvements if applicable (Mr. Chapulis said this was very important)- Should a sale include the use of the land acquisition policy, the company must agree to construct building improvements that will have an estimated market value for tax purposes of at least \$746,100 and that the improvements are commenced within 12 months and completed within 24 months. This value was utilized to determine the value of the forgivable loan;

- 4. Job Creation As previously stated, a transaction that does not reflect a market sale or if the sale is financed by the City, it is considered a subsidy by State Statute. The subsidy must serve a public purpose other than increase of the tax base. The company must agree to create a minimum of 7 FTE jobs with a minimum wage of at least \$10 per hour, exclusive of benefits. The company must fill these positions within two years as well as maintain its existing 20 FTE positions during the same period;
- 5. PurNet is not relieved of the actual sale price until such time the project is completed; and
- 6. PurNet agrees to the terms and conditions of the contract for deed, loan agreement, and development agreement.

The proposal is for the east 305 feet of the lot, or 1.6 acres of the total 2.7 acres of the lot, leaving 1.1 acres.

Council Member Wood expressed concern that we would not follow the vision Council had established for that land. While he supports the company's growth, they don't require the same level of visibility as say a restaurant would. Council Member Kuhle supported the vision but would be willing to compromise by using the east side of the lot with frontage - doesn't want to see the lot sit empty 5-10 years from now and the business leaves. Council Member Graber said PurNet's proposal appeals to her - local business, local employees. Council Member Nelson added he is in favor of it but perhaps PurNet could compromise and scale back. Mayor Oberloh said he did not want to see us with a 1 acre grassy lot that was too small for any business. Council Member Sankey said it may be too small for them a few years down the road - he proposed we allow the area for the one building with option up to the 305 feet and maybe in 4-5 years they'll realize they need to go somewhere else. Council discussed options for making the remaining lot more usable, including a shared drive and parking.

Mayor Oberloh asked if there was anyone who wanted to provide testimony:

Abraham Algadi - Much of this debate could be saved if you adopted subdivision regulations - do you have subdivision regulations?

Brad Chapulis - Yes we do.

Mr. Algadi - Do they have standards on that minimum lot size?

Mr. Chapulis - Of course they do.

Mr. Algadi - Does the resulting lot that would be subdivided as a result of this action, which is a different procedure altogether, meet that standard?

Mr. Chapulis - It does.

Mr. Algadi - Okay - second - and this is really an important thing - while the lot that is being reserved, the lot that is proposed to be reserved, and deemed as complimentary for, or an accessory use if you will, was already in the bio business park in that area, it really is not subject to the same restrictions as the bio business park. I know that's not what everybody is saying, I just want to clarify that - that the only regulatory control imposed on that lot is the commercial land, correct?

Mr. Chapulis - The property is within a PUD that is broken down into three areas. The area in question allows for most commercial activities and office activities.

Mr. Algadi - Okay - the other thing really, so the office activity is obviously allowable there, so like Brad said, this is not an issue of regulatory control on the zoning, but rather owner control. The difference here is that we're not talking about two different private owners, we're talking about the City leaders, the City itself being the owner that spent a lot of money and a lot of resources to acquire those parcels, to develop those parcels using primarily public tax payer dollars for the exact same wish we are, for the exact same action we are trying to entertain tonight - that is expanding and promoting a locally grown business. So the question is obviously, deals with detail of how you plan on doing that as a Council. The more important thing that I would urge, again not speaking on behalf of myself, or on behalf of the business, but speaking on behalf of WREDC, and that is this we urge you to approve it, once we get over the details of the issues that you are identifying, for the sake of sending the right message. We're not talking about fuel tanks here, we're talking about a building that will have very fitting architectural style, that will fit with the rest of the development, it fits the zoning, the land zoning, and Council Member Graber brought up it generates activity for future, basically brings customers to happen there at a later date. And I think in my view it will send the right message. So we drive out on the highway, on I-90, you're going to see a bunch of people hammering away at something and wonder what's going on there - maybe this is a cool place to come and invest at. We urge you to approve it. Thanks.

Stephanie Christian - I've worked for PurNet for five years, I am their contract supervisor, I moved my family to Worthington a year and a half ago to work for PurNet and one of the things my husband and I were drawn to when we were staying on the I-90 corridor trying to decide whether to move to town is the activity we saw on the other businesses there and the people coming and going. I feel that having this building in this location shows other people as they come by Worthington, and as they stay at Worthington that this is growing community. There's businesses here, there's people working here in nice buildings and it brings people to our town and makes them want to stay.

Darlene Vortherms - Guys thank you so much for your time tonight - a you can see I brought a lot of my employees along because they really support what we've done. We have a strong solid foundation with wonderful employees that work for me. I just want to help Worthington grow - as PurNet grows you guys will grow. Tax base will grow. I just think that, like Abraham said, you go on 59 you go on I-90 you see progress. I travel all over the United States, I see new buildings and, wow, what are the city fathers doing, they're doing something right. I want people to drive by 59 and 90 and say they're doing something right. I really want your vote and will work with you guys on the parking lot - I have no problem with that at all.

Ms. Vortherms noted she had spoken to her architect to shrink the project but he said she really needed 1.6 acres.

The motion was made by Council Member Sankey, seconded by Council Member Graber and

unanimously carried to close the hearing.

Council Member Wood stated the one thing he wanted on the action is to modify the legal description such that there is a legal description that takes that section that is an opening on the north side, on BioScience Drive, become a common area, a permanent easement so when we get to where something is going to be in the front lot those parking places will count towards their requirements. Mr. Chapulis said they would turn to Mark Shepherd to draft something that would protect the long term interest in that property. Council Member Nelson said he would like to see the wage level at \$12 per hour.

Following discussion, the motion was made by Council Member Kuhle, seconded by Council Member Graber and unanimously carried to approve the request for the sale of the lot to PurNet with the changes for the shared parking, the six requirements as provided by staff with the change of the wage to \$12 per hour, and the addition of a seventh item of Execution of an ingress/egress agreement.

# <u>PUBLIC HEARING ON GRAND AVENUE IMPROVEMENTS BY STREET AND SIDEWALK EXTENSIONS</u>

Pursuant to published notice, this was the time and date set for a public hearing on Grand Avenue improvements by street and sidewalk extensions.

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

Dwayne Haffield, Director of Engineering, said he would take Council through the process of how we got to where we're at and where we're going in the future. Council did order a feasibility study on this project - there was a petition that started this project but it did not meet statutory requirement to be defined as a petition initiated project. The significance of that is that it will require a 4/5's Council vote to order the project ahead. Council received the feasibility report at their August 11, 2014 meeting and ordered this preliminary assessment hearing. Mr. Haffield said it is up to Council tonight whether or not to proceed with the project following the hearing. Should Council choose to move ahead they would order that by resolution and call for plans. To accommodate the proposed development out there, we would be looking to have the plans done as early as the next Council meeting. Council would then approve the plans and authorize advertisement for bids to be received around the end of September, with a target start date sometime in October for grading base or some pond modifications, catch basins - then pick up the project next spring to be surfaced and ready for use by July. Following construction, staff would look at all the costs, bring them back to Council, Council would declare the costs that are going to be assessed and order an assessment hearing. It's at the final assessment hearing the they would actually adopt the assessments and set the terms of payback - that's when the assessments become a lien on the property. Following that there would

be a chance to appeal those assessments in district court. Tonight Council will be presented with estimated assessments.

The improvement under consideration is the extension of street on Grand Avenue from where it ends now approximately 200 feet north of Oxford Street up to Darling Drive. It also included extending walks from Oxford up to Darling - 40 foot street width, 4 foot standard walk on the west side and a 10 foot multi-use trail on the east side, addressing the City's Complete Streets policy and the City's standard for walks along collector streets. The additional share of the multi-use trail would be City share, and the additional 4 feet of width on the street is automatically City share. A catch basin would be put in place along with pond modifications but are not part of what are street or sidewalk assessments. Staff sees no disadvantage for either pavement from a longevity standpoint. Total estimated costs of the project extension to Darling drive with bituminous pavement, and including sidewalks, is \$1,079,630.00, with estimated assessments receivable of \$621,356.78, and estimated City share of \$458,27.22. Mr. Haffield reviewed the process of determining the assessments. Total estimated costs of the project extension with concrete pavement is \$1,146,200.00, with estimated assessments receivable of \$641,191.10 and estimated City share of \$505,008.90.

Mr. Haffield said Council has the option to bid alternates and make their decision on pavement type. If Council chose that option, staff was also recommending they accept the proposal as part of their action to move ahead and add that to I & S's service to bid alternates. Estimated cost for the additional service is less than \$6,000.00.

Mayor Oberloh asked if there was any testimony.

Steve Johnson - They are here tonight not to speak for or against the project the Housing Partnership is proposing, but they were here to ask Council to consider extending Grand Avenue north to the edge of the Housing Partnership property. If you continue it all the way to Darling Drive it goes past their property and gives them a pretty good size assessment, which they're not ready for. He was very encouraged to listen to Council talk in the first hearing about making considerations, and first of all, they were asking that Council consider tonight extending Grand Avenue to the north side of the property of the petitioners property and end it there and not take it past their property. We're just not ready for that expenditure, we have no development plans on that property and so we're asking you to consider that.

Secondly - if that's not something that you would consider, we would ask that the assessments that would be on our property, that you would consider deferring those until which time we develop that property. That's been done before in Worthington and we would ask that you consider that.

Thirdly, if that's not a consideration, we'd ask that, for sure, you not put in the sidewalk on our side and assess us the \$10,000 for the sidewalk because, on development, whenever that occurs, you have concrete trucks and lumber trucks and those type of things going across them - you're not exactly

sure what elevation to put the sidewalk. Somebody's got to clean the sidewalk. If you actually would go to the north, you know, no sidewalk that runs east and west on Darling Drive so it would go to, so if you're walking north it would go to nowhere. So, we're just not ready for that at this time, we think that we will be as time goes on. There's been a lot of streets that have been put in, in our community, that have been for the development of that part of somebody's land, and then as they get another project further on you extend the street further. So, as a matter of fact I think that the Housing Partnership north of Sungold Heights had done it that way. Not all of those streets that you go out and drive on today were in the first development. If I'm mistaken about that Dwayne would know but I think that that's - and we've done the same thing in our developments in Homewood Hills, and Northland Park, but to just go in and all of a sudden develop the street all the way would not be something we would be in favor of - develop as far as you need it.

Council and staff discussed the idea of deferment, with Mr. Haffield noting it would be deferred payments, not a deferred assessment.

Steve Johnson - our preference would be that you ended it at the north boundary of the petitioner's property. That's happened many, many times in Worthington, in the developments. We'd like to have the pressure on ourselves to need development - we'd love to - that's why we bought it. We'd love to be able to have that opportunity, but keep in mind there's going to be additional development costs as we extend Cecilee over to Grand Avenue North, and then all of a sudden that's going to bring a lot of traffic from the east side including the trailer park and all of the nice development that's spurred on the east side there all down Cecilee and up this new road of north Grand and over by Echo, and boy, there's going to be a backup of traffic there, and it may give us some time to consider how you take care of that traffic. I'm not the engineer so...but sometimes buying a little time doesn't hurt. We just looked at the assessment on three lots and we thought \$84,000 we're not ready to do anything here, maybe you'd consider this.

Mayor Oberloh asked if there was anyone else who had questions or wished to speak.

Council Member Wood asked if it would be possible to obtain bids to the Partnership's property line and to Darling Drive, as he believes it would be cheaper to complete the entire project than two separated projects that would duplicate costs. Mr. Haffield said that was possible, that Council would need to continue this hearing tonight, would not order the improvement, but they would order the preparation of plans and specifications - then take the bids, and base the order on those bids. Statute does allow for receiving bids prior to ordering an improvement.

Jesse Drost - On behalf of American Reformed Church - they wanted to make it known that this would be pretty big financial burden on the American Reformed Church. I see it as we would be the least to gain anything from this, but yet we're probably the third largest assessment being made. Just wondering if there is anything we can do to reduce that financial burden as a non-profit organization.

Mr. Haffield responded that there really isn't anywhere in the law that gives the ability to do that.

Mr. Drost - Is it possible to, like Mr. Johnson had asked, for the deferment - if the church were to sell that property off or for some reason develop that front there, then to assume the assessment.

Mr. Haffield - that would be some legal work for Council for the definition of developed, but if it goes on a 15 year payback - you can extend it a few times but in 30 years there's no avoiding it at that time.

Council Member Wood said he doesn't have a solution - it does seem like a burden - Council Member Graber concurred. Mayor Oberloh noted that the parties needed to understand that the project was going to happen at some point, they will be faced with the assessment. Council Member Wood agreed as did Council Member Kuhle, adding that perhaps a deferment could help.

Mr. Drost - My point is that it's hard for any church to raise funds for any project whether it building improvements, maintenance, and then you throw on an assessment like this that we gain nothing from.

Mr. Haffield - Regarding deferred payment status - historically when propertied are fully sewered, watered and you bring the street, the deferred payment status has not been applied there. It's more been where there is no sewer or water yet. It is Council's discretion but there is some level that would be new here.

Mike Johnson - I understand your guys' dilemma here, I think we should let progress go as it goes. We certainly aren't against the Housing project but lets just take the road up as far as they need it now - and you keep saying "it's gonna happen, it's gonna happen" but let's let the pressure be put on the property first before we make it happen - your getting the cart maybe a little bit ahead of the horse here. Yes, it would be nice but somebody's got to pay for it. And if the pressure isn't on the property to sell it, for the church or for us, that really doesn't do us any good. Ryan's Road was done in that same manner I think, I mean you went out a ways - that worked, then the pressure came for more development and then you extended it on through so it fully looped and that certainly seemed to work. But you did it in steps as the development came - not way ahead of the game. So that would be my point.

Discussion followed.

Mr. Johnson - Understands their land will be more valuable with the improvements - they'll have three lots that would be abutted up to this property for 80 some thousand dollars - that's not our land, that's not doing any of the stub-ins or anything like that.

Mayor Oberloh asked if there was anyone else who wished to offer testimony. There was none.

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

Council and staff discussed available options.

Following discussion, the motion was made by Council Member Wood, seconded by Council Member Kuhle and unanimously carried to continue the hearing and order preparation of plans and specifications for bids to be given to the end of the Housing Partnership property and to Darling Drive.

## **AGENDA APPROVED/CLOSED**

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

#### **CONSENT AGENDA APPROVED**

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

- City Council Minutes of regular meeting July 28, 2014
- Minutes of Boards and Commissions Water and Light Commission Minutes of regular meeting August 4, 12014; Worthington Housing and Redevelopment Authority Board Minutes of regular meeting June 24, 2014; Nobles Economic Opportunity Network Minutes of July 10, 2014
- Application for Exemption from Lawful Gambling Minnesota West Foundation
- Application for Temporary On-Sale Liquor License King Turkey Day, September 12-13, 2014
- Application to Block Streets King Turkey Day as presented
- Application for Temporary On-Sale Liquor License Worthington Country Club
- Application for Exemption from lawful Gambling Permit Tomorrow's Turkeys, Minnesota State Chapter
- Nobles Home Initiative Amendment that clarifies when a NHI recipient will receive his/her abatement payment annually
- Municipal Liquor Store Income Statement for the Period January 1, 2014 through July 31, 2014
- Bills payable and totaling \$578,271.59 be ordered paid

# RESOLUTION NO. 3560 ADOPTED APPOINTING ADDITIONAL/ALTERNATE ELECTION JUDGES FOR 2014 PRIMARY ELECTION

Pursuant to MS. 204B, any election judges appointed within 25 days of an election need to be appointed by resolution.

The motion was made by Council Member Graber, seconded by Council Member Wood and unanimously carried to adopt the following resolution appointing additional/alternate election judges for the 2014 primary election:

**RESOLUTION NO 3560** 

A RESOLUTION APPOINTING ELECTION JUDGES AND ALTERNATES FOR THE AUGUST 12, 2014 PRIMARY ELECTION

(Refer to Resolution File for complete copy of Resolution)

# "WELCOME TO WORTHINGTON" SIGNS - ACTION TABLED TO NEXT CITY COUNCIL MEETING

Craig Clark, City Administrator, stated that there have been some changes in the costs and direction associated with the City's entrance signs - following working with Fullerton, their costs have changed from their quote so we've been working with Wells Concrete on their design - moving forward in cooperation with Reitmeier Masonry doing the pillars for the signs and Wells Concrete doing the center portion of the sign. Estimated price for the three signs is roughly \$120,000. Mr. Clark said staff would move forward to get specifications for the foundation and to move things forward to come up with a final budget, but is looking for authorization from Council as the price has changed from what has been budgeted. Staff proposes that funds come from the undesignated unreserved fund, and that budget transfer would reflect the remaining \$60,000 expense that was not budgeted.

Dirt work costs are estimated at \$500 per sign, with foundation estimates at \$9,000 for all three signs.

Council Member Graber noted that some people have voiced concern that we are not going with a local business, and asked if Council could address that reason again. Mr. Clark responded by noting that Fullerton uses an efface sign and incorporates a can - an illuminated sign that would have three or four inches of relief - a price had been obtained from Harvey Signs. The Wells Concrete masonry sign had longevity for maintenance and durability. While there are different strengths of both types, the interest was more in durability and maintenance. Council Member Nelson said that while he was previously in favor of the Fullerton product, after taking a trip to Wells Concrete he was more in favor of that type - it was substantial and would last a long time.

Brenda Hurlbut was present at the meeting and asked to speak - she said in revisiting with Fullerton

they said they would guarantee their sign for 30 years - they've not had trouble with their buildings, just need to do updates. They feel very strongly about supporting Worthington and supporting a local business, and that's our motto. The bid is quite substantially different from Fullerton - \$90,000 compared to about \$120,000 plus with Wells - and they have a very nice product.

The motion was made by Council Member Nelson to move forward with the Wells Concrete sign as presented, and that we deal with it at budget time on how to pay it back. Mayor Oberloh asked three times if there was a second to the motion - there was none - motion dies.

The motion was made by Council Member Wood and seconded by Council Member Nelson to table this item to the next meeting so information on both proposals could be reviewed together, with the following Council Members voting in favor of the motion: Kuhle, Graber, Wood, Nelson; and the following Council Members voting against the same: Sankey - motion carried.

## ADVERTISING CONTRIBUTION FOR GOVERNOR'S PHEASANT OPENER APPROVED

At their July 28, 2014 meeting, Council heard a request for a financial contribution to the 2014 Governor's Pheasant Opener, which Worthington has the honor of hosting. The money will help with costs to showcase the community and promote Worthington through the media coverage of the event. Following discussion at that meeting, Council agreed to continue the discussion and have Council Member Nelson visit with CVB members at their Board meeting to discuss a potential financial contribution.

While the CVB initially suggested a \$750 contribution, they were now asking for an advertising sponsorship of \$2,000. Craig Clark, City Administrator, said staff suggests the funds come from the Mayor/Council special account. Council Member Wood inquired what the designated level of sponsorship was above the \$2,000. Darlene Macklin, Worthington Area Chamber of Commerce Executive said the level above that would be \$2,500, then it jumps to \$5,000.

The motion was made by Council Member Wood, seconded by Council Member Sankey and unanimously carried to make an advertising commitment of \$2,500 for the 2014 Governor's Pheasant Opener.

# ON STREET BIKE AND WALKING LANES REQUEST FOR CONSIDERATION FORM THE LOCAL STATEWIDE HEALTH IMPROVEMENT PROGRAM (SHIP)

At their August 7, 2014 meeting, the Park Advisory Board discussed a request of the local Statewide Health Improvement Program (SHIP) Committee to consider the possibility of installing bike lanes along South Shore Drive. By presenting the request to Council, the Committee was hoping it would promote opportunity for the general public to discuss this as an alternative to improve the safety of the biking and walking traffic currently on South Shore, and the implications it would have for

parking and other considerations.

Council is invited to attend a demonstration of the proposed striping on Friday, August 29, 2014 at 9:00 a.m. at Freedom Veterans Park. Chalk will be placed on the street to show firsthand how the lanes might look and function.

#### NOBLES COUNTY BOARD OF CANVASS TIME AND DATE SET

Staff reported that notification had been received from the Nobles County Auditor-Treasurer's office that the County Board of Canvass for the August 12<sup>th</sup> Primary Election will be held at 10:00 a.m. on Friday, August 15, 2014 in Room 310 of the Nobles County Government Center. As the Mayor of the most populous city in the county, Mayor Oberloh or his designee serves as a member of the County Board. Mayor Oberloh noted he will be unavailable that day and named Council Member Wood as his designee to the Nobles County Board of Canvass.

# RESOLUTION NO. 3561 ADOPTED ACCEPTING PARK BENCH DONATION - CITY OF WORTHINGTON EMPLOYEES

The Park and Recreation Advisory Board considered a request form the City of Worthington Employees and Retirees to place a bench within Centennial Park near the bike trail in memory of Rosa Ingenthron, a long time employee of the City who recently passed away. The donation meets all the requirements set forth in the Park Donation Policy adopted by City Council. The Advisory Board was recommending Council acceptance of the donation.

The motion was made by Council Member Graber, seconded by Council Member Kuhle and unanimously carried to adopt the following resolution approving the donation and authorizing the Mayor to sign and Clerk to attest the agreement:

**RESOLUTION NO. 3561** 

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

# RESOLUTION NO. 3562 ADOPTED ACCEPTING PARK BENCH DONATION - MIKE TRAPHAGEN

The Park and Recreation Advisory Board considered a request from Mike Traphagen to place a bench within Centennial Park near the bike trail in memory of Bruce and Esther Traphagen. The donation meets all the requirements set forth in the Park Donation Policy adopted by City Council. The Advisory Board was recommending Council acceptance of the donation.

The motion was made by Council Member Sankey, seconded by Council Member Wood and unanimously carried to adopt the following resolution approving the donation and authorizing the Mayor to sign and the Clerk to attest the agreement:

RESOLUTION NO. 3562

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

# RESOLUTION ADOPTED AUTHORIZING EXECUTION OF FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT #3-27-0016-12-14

At its April 14, 2014 meeting, Council approved a master agreement with Bolton and Menk for providing airport consultant services. At the same time, a task order was approved establishing the services Bolton and Menk is to provide for preparation of the Environmental Assessment (EA) documentation required for the future extension of Taxiway C at the airport. The services required were initiated in anticipation of receipt of a Federal Aviation Administration grant funding 90% of the costs.

At its June 23, 2014 meeting, Council awarded a contract to Fahrner Asphalt Sealers, LLC for joint and crack repairs on Taxiway B at the Municipal Airport, subject to receipt of the FAA grant.

The FAA has offered a grant agreement that includes a current set of assurances that the City is agreeing to by accepting the grant. The assurances cover multiple requirements including but not limited to: adhering to standards for construction, protecting civil rights, and satisfying procurement procedures. Commitments that continue include maintaining and operating the airport in accordance with FAA and other standards, preserving the City's right to use all current airport property for airport purposes, ensuring the airport is available for its intended use and continued adherence to federal requirements such as non-discrimination and protection of human rights.

The motion was made by Council Member Sankey, seconded by Council Member Wood and unanimously carried to adopt the following resolution authorizing the Mayor and Clerk to execute the agreement:

#### RESOLUTION

AUTHORIZATION TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT FOR AIP 3-27-0016-12-14

It is resolved by the City of Worthington as follows:

- 1. That the Grant Agreement Number AIP 3-27-0016-12-14 for improvements at the Worthington Municipal Airport is accepted.
- 2. That the Mayor is authorized to execute this Agreement and any amendments on behalf of the City of Worthington

### **COUNCIL COMMITTEE REPORTS**

<u>Mayor Oberloh</u> - Nothing to report.

<u>Council Member Kuhle</u> - City exchange trip to Germany was nice. Attended a ceremony last Friday at the Blue Line - the PACE project is the first in the 18 county region, it was designed to replace the lighting in the canopy out there - it's a win/win for business owner and the City/Utilities because it reduces emissions and power supply requirements- commends the Blue Line.

<u>Council Member Graber</u> - Attended the swearing in ceremony for Nate Grimmius who received upward recognition August 1<sup>st</sup>. Parks and Rec. talked about the streets and making them safer - talked about the Beach Nook enhancements and the soccer field restroom - having it open as a trial. Center for Active Living is really active - their senior week is coming up in September. Membership renewals are coming in - new members in July. 55 Alive was well attended. Tonight was the Dayton House 10 year anniversary picnic - was really nice.

<u>Council Member Sankey</u> - reminder that there is a NEON meeting this coming Thursday at 5:30 at the Fire Department - all Nobles County residents are invited to attend.

Council Member Wood - nothing to report.

Council Member Nelson - nothing to report.

## **CITY ADMINISTRATOR REPORT**

Craig Clark, City Administrator, requested that Council Members turn in their budget binders for updating for the 2015 budget meetings on the 27<sup>th</sup> and 29<sup>th</sup> from 7 to 10 a.m. on the 27<sup>th</sup> and 7 to 9 a.m. on the 29<sup>th</sup>. Cruisin' Downtown Worthington is tomorrow night. Blandin Foundation is doing a Community Leadership program again in Worthington - there is an informational session scheduled for 5 p.m. tomorrow at BenLees.

#### **ADJOURNMENT**

The motion was made by Council Member Graber, seconded by Council Member Wood and unanimously carried to adjourn the meeting at 9:01 p.m.

Janice Oberloh, MCMC City Clerk

#### 1. Call to Order

Mike McCarvel called the meeting to order at 2:00 p.m.

Managers present: Mike McCarvel, Jim Buschena, Dale Bartosh, Gary Ewert, and Roger Hartman

Staff: Kiel Tschumperlin, Catherine Sereg, Jan Voit, Logan Ahlers, and Jake Post

Others: Bob Dieter, Kevin Stevens, Cottonwood County; Rose Schultz, Jackson County; Diane Graber, City of Worthington; Allen Jensen, Tony Thompson, and Jerry Christopherson

## 2. Agenda

Dale Bartosh made a motion to approve the agenda. Jim Buschena seconded this. Motion carried unanimously.

## 3. Quarterly Meeting with Commissioners

Rose Schultz asked what would be done to follow up the Team Building Session. Jan Voit said that after the communication workshops are complete, a follow-up session will be held with the board, commissioners, and staff to create a plan to move forward.

Kevin Stevens said that he wants the meetings to get back to what they were when he first started attending - when everyone was working together. The Team Building Session was a good start. He asked the board to keep working at it.

#### 4. Minutes

Roger Hartman made a motion to approve the minutes of the May 20, 2014 regular meeting. Gary Ewert seconded this. Motion carried unanimously.

#### 5. Treasurer's Report

Jan Voit presented the treasurer's report and bills payable. Jim Buschena made a motion to approve the treasurer's report. Dale Bartosh seconded this. Motion carried unanimously.

Discussion was held regarding the treasurer's report. Checks written after the meeting packet is sent will be in the treasurer's report the next month.

#### 6. Watershed Coordinator Position

Jan Voit explained the interview and reference check processes. Jim Buschena made a motion to hire Amanda Schultz as Watershed Coordinator. Gary Ewert seconded this. Motion carried unanimously.

#### 7. Performance Review and Assistance Program (PRAP) Grant Agreement

Mike McCarvel explained the situation with the PRAP grant. Gary Ewert made a motion to enter into the PRAP grant agreement and authorize the District Administrator to sign the document.

Discussion was held regarding concerns with the process and the need to move forward positively as a group. Jim Buschena seconded this. In favor: Buschena, Ewert, McCarvel. Opposed: Bartosh, Hartman. Motion carried.

#### 8. Reports

#### District Administrator

Jan Voit reported on the Worthington City Council meeting, Southwest Civic Engagement Cohort, Soil Health Team meeting, Major Watershed Project, PRAP grant, financial meetings with Gary Ewert, watershed coordinator position, Team Building Session, Clean Water Partnership loan program, Judicial Ditch #31, Heron Lake Watershed Shoreline Restoration grant, semi-annual reports, Heron Lake Sediment Reduction Demonstration Project Site Tour, Nobles Farm Service Agency request, and the website.

Discussion was held regarding the Project Site Tour, whether the tour date could be changed, and grant requirements. Jan Voit will contact Katherine Pekarek-Scott, Minnesota Pollution Control Agency, regarding this.

Ron McCarvel requested Heron Lake Watershed District (HLWD) sponsorship of the Prairie Ecology Bus at the Nobles County Fair on August 8, 2014. The cost is \$650.00. Okabena-Ocheda Watershed District (O-OWD) was also asked. O-OWD does not meet until July 1, 2014, so their decision was not available. Jim Buschena made a motion to contribute up to \$325.00 contingent upon O-OWD or another organization assisting with funding. Dale Bartosh seconded this. Motion carried unanimously.

Mike McCarvel made a motion to approve the Graff septic system loan contingent upon providing all the necessary paperwork. Jim Buschena seconded this. Motion carried unanimously.

#### Watershed Technician

Catherine Sereg provided information on rock inlets, terraces, waterways, and the Heron Lake Watershed Shoreline Restoration grant. She explained the situation with the Isder shoreline project.

Jim Buschena made a motion to approve the letter to the Isder's and to authorize Mike McCarvel to sign the document. Roger Hartman seconded this. Discussion was held distributing the letter to Brian Nyborg and Tara Latozke, Department of Natural Resources, Gass Trenching, and the City of Fulda. A copy of the letter will be sent to each. Motion carried unanimously.

Catherine Sereg also informed the board about cedar revetment projects, burning and seeding on the Seward 21 property, biodetention basin adjacent to Fulda Lake, and a possible HLWD rule violation. Discussion was held regarding the Seward 21 property.

#### Watershed Coordinator

Kiel Tschumperlin gave an update on the Surface Water Assessment Grant training for the interns, feedlot inspections and paperwork, West Fork Des Moines River Watershed Total Maximum Daily Load Implementation Project semi-annual meeting with partners, and getting things ready for the new employee.

On behalf of the board, Mike McCarvel thanked Kiel for his efforts as a HLWD employee and wished him the best in his new job.

Discussion was held regarding the Heron Meadows project. Photos of the site taken on June 17, 2014 were viewed.

## 9. Adjournment

The meeting adjourned at 3:07 p.m.

Dale Bartosh Secretary

#### ADMINISTRATIVE SERVICES MEMO

**DATE:** AUGUST 22, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

#### **CONSENT AGENDA CASE ITEMS**

# 1. <u>APPLICATION FOR TEMPORARY ON-SALE BEER LICENSE - WORTHINGTON</u> ELKS LODGE #2287

Application has been received from the Worthington Elks Lodge #2287, 2287 for an temporary on-sale beer license for a beer garden in the parking lot between their facility and the VFW facility for the following dates and times during 2014 King Turkey Days:

Friday, September 12<sup>th</sup> from 6:00 p.m. to 10:00 p.m. Saturday, September 13<sup>th</sup> from 12:00 noon to 11:00 p.m.

All the required paperwork and fees have been received.

Council action is requested on the application for a temporary on-sale beer license.

# 2. <u>APPLICATION TO BLOCK STREETS/PARADE PERMIT - HISPANIC INDEPENDENCE DAY</u>

Application has been received from UFCW Local 1161 to temporarily block a street for a parade event in celebration of Hispanic Independence Day. The requested parade route is shown on *Exhibit 1*. The requested time of closure is from 12:00 noon to 4:30 p.m. on Saturday, September 6, 2014. Binyan Abraha and Paul Martinez have been designated as safety officers for the event. An insurance certificate for the event will be provided to the City upon Council approval.

Council action is requested on the request to block streets/parade permit.

#### **CASE ITEMS**

#### 1. WELCOME TO WORTHINGTON ENTRANCE SIGNS

At their August 11, 2014 meeting, Council considered a proposal for upgraded Welcome to

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Worthington Entrance Signs utilizing Wells Concrete sign faces and Reitmeier Masonry to erect the side brick pillars. Estimated cost for the three sign face portions is \$60,000, with masonry work estimated at \$24,000. The consideration came following a change inpricing form the previous Fullerton Building Systems alternative for entrance signs. Total estimated cost of the signs including foundation and dirt work is \$120,000. Brenda Hurlbut was present at the meeting and requested to speak regarding the signs. She had contacted Fullerton, who indicated to her that they would guarantee their signs for 30 years, and the cost of their proposed signs was \$90,000 for three. Ms. Hurlbut said they feel very strongly about supporting local business and she requested that Council reconsider the Fullerton bid. Council determined to table the issue to the next meeting so they could compare the proposals together. Included as *Exhibit 2* is the Wells Concrete/Reitmeier Masonry sign design, and *Exhibit 3* is the Fullerton Buildings System design.

As a reminder, previous budgeted amounts from the City total \$50,000. Council had suggested using funds from the undesignated unreserved fund for the remaining cost, and replenishing that fund over the next 5 years.

Council action is requested move forward with selecting an option for the City entrance signs and approve the estimated amount to come from the undesignated unreserved fund, and a budget transfer would be reflected for the remaining expense that was not budgeted.

#### 2. APPROVE CENTER FOR ACTIVE LIVING GRANT

Kris Hohensee, the Center for Active Living (CAL) has been notified by the Department of Human Services Aging and Adult Services Division of award of a \$71,000 grant she had earlier applied for that would be used for programming for the Center.

The purpose of the grant is to provide services to help rebalance and integrate long-term services and support the ability of older Minnesotans to live in the community. They were seeking Proposals to improve the community's capacity to develop, strengthen, integrate and maintain home and community-based services such as the caregiver support and respite care network by optimizing independent living for persons at-risk of long-term nursing home use and/or spending down into Medical Assistance.

The Minnesota Department of Human Services partnered in 2011 with the Minnesota Board on Aging and the Minnesota Department of Health and initiated the Aging 2030. This project focuses on many key themes to prepare Minnesota for the major permanent shift in the age population of the state. According to demographic models between 2011 and 2030 the number of Minnesotans age 65 and over will double, with the fastest segment being over the age of 85. The CS/SD grant is looking to support proposals that will assist with alleviating the stress of community and avoid the public safety net, and encourage individuals and their families more control over and responsibility for their care, so they are able to achieve their

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goals for independence and aging in place.

The Center for Active Living (CAL) submitted an application for funding understanding the guidelines and the Aging 2030 study for an estimated \$71,000 payable over a two year period. These funds will be used to support programing geared to assist with the aging population and assist with them improving their quality of life in their own home and create more independence.

The grant was written to focus on three sets of programming venues; Evidence Based Programs, Exercise Programs, and Technology Programs.

The first section the CAL will work cooperatively with MN West and ACE of SW MN to bring in Evidence Based Programs such as; A Matter of Balance, Powerful Tools for Caregivers, Chronic Disease Self-Management, and Virtual Dementia Tour. All of these programs have been developed and supported by the Area Agencies on Aging and have been proven to be successful in the delivery of needed information to the participants and/or their caregivers. The CS/SD grant will fund the marketing of these programs to bring them into the CAL.

The second section will work to bring in exercise programs, many of them established evidence based programs, to the community at the CAL. Studies have shown that physical activity improves health and will assist in maintaining an improved quality of life in their own home. The CS/SD grant will fund the instructor training and delivering of these programs to assist with establishing the programs and set them up for sustainability.

The third section the CAL will acquire a membership with SeniorNet, an organization that has developed curriculum specifically designed for seniors to learn technology such as; basic computer skills, ereaders, smart phones, online banking/bill paying, social media, Skype, etc. With these skills the participants will have the ability to connect with long distance friends and relatives and maintain a social connection with others to combat loneliness, they will also be able to set up and have a better handle on their banking/bill paying/ medical records and can allow family/friends access to these accounts to gain informed and immediate decision making skills and understanding. The CS/SD grant will fund the acquisitions of the membership and curriculum and fund the initial set up, development and training of the instructors and classes to assure sustainability. The funds will also be used to purchase the computers, ereaders, software, and manuals needed for the classes.

As an overview the CS/SD grant funds will provide the ability to fund a large number of needed programs in the area as well as fund the instructor training for these programs. The funds will assist with the current management salary while working on the development of these programs as well as fund the purchase of the needed items to run the programs such as; office supplies, manuals, equipment, computers/software, television, and a projector and screen.

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The Center for Active living has received notification of the grant award, however, payment will not be forthcoming until the grant agreement has been signed and returned. The agreement is attached as *Exhibit 4*.

Council action is requested to approve the grant and authorize City Administrator Craig Clark to sign the agreement.



Back

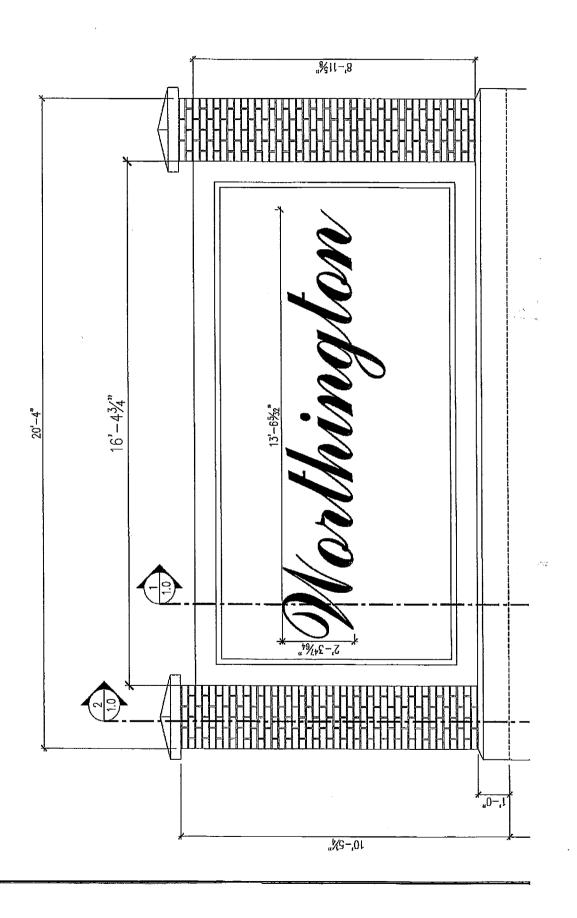
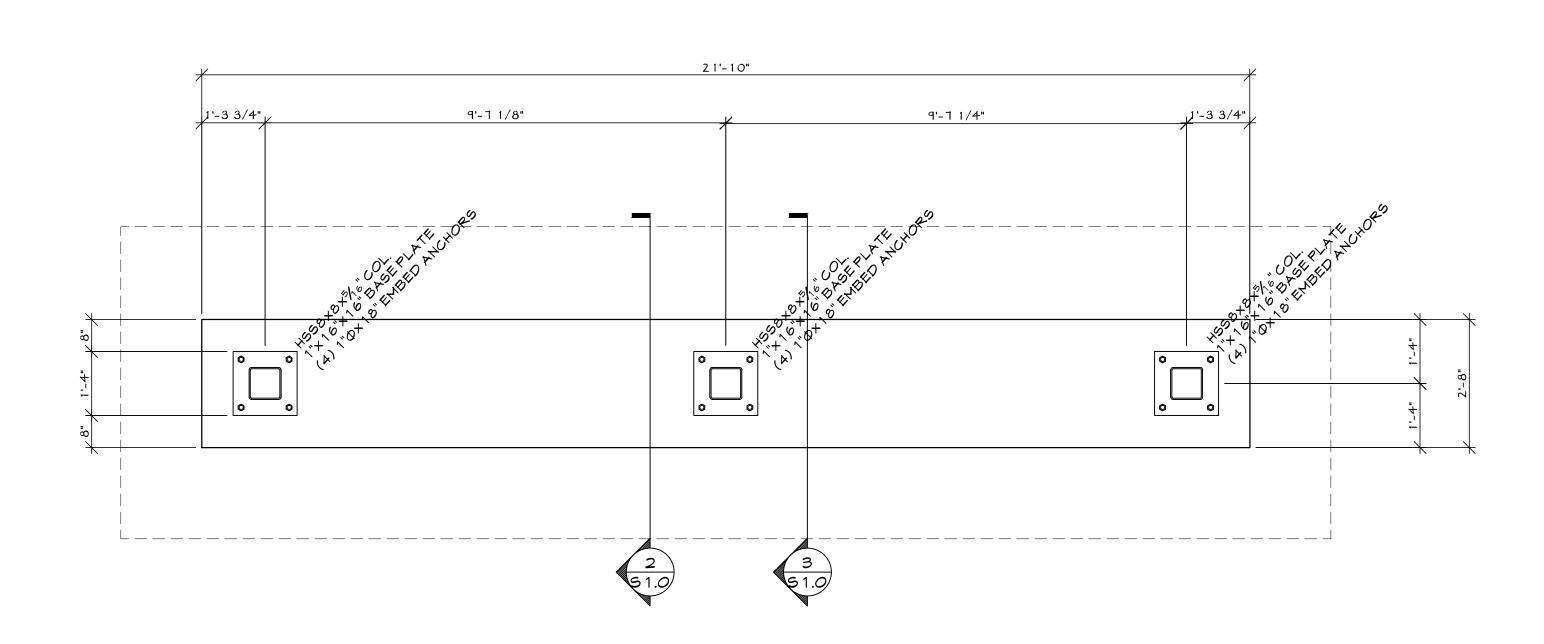


Exhibit 2



FOUNDATION PLAN

51.0 SCALE 1/2" = 1'-0"

GRADE

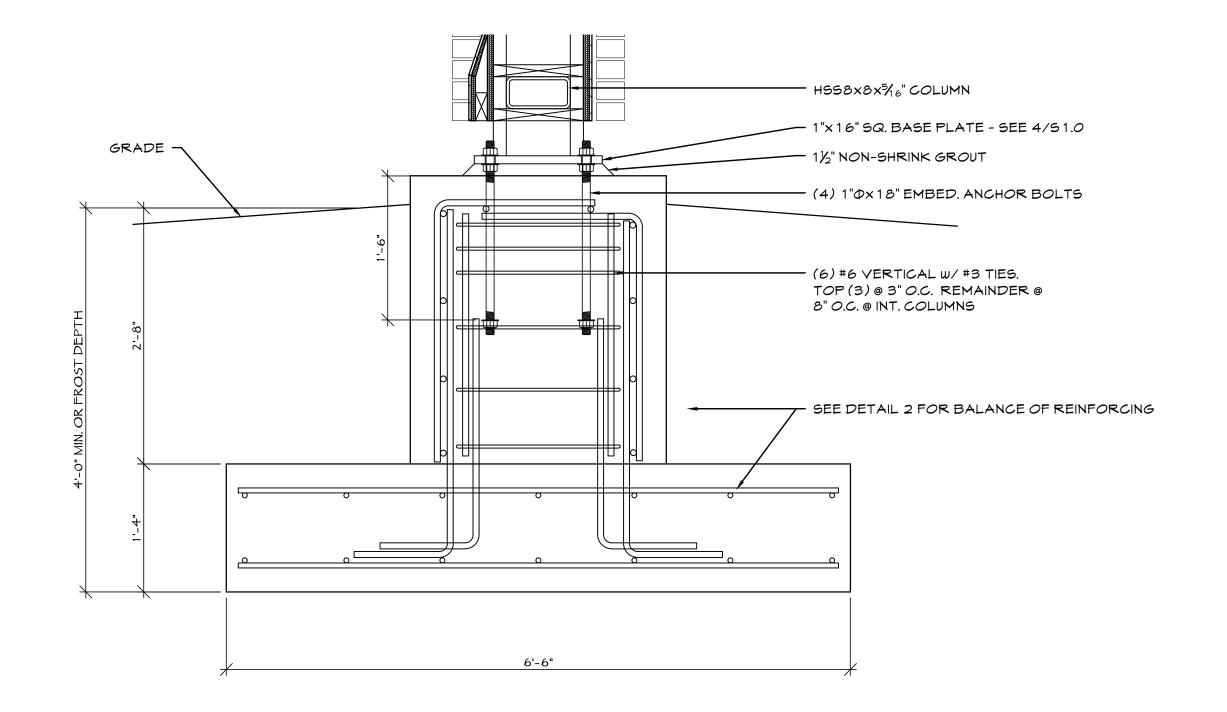
(2) #6 CONT.

(2) #6 VERT. AND HORIZ. @ 12" O.C.

DOWEL SIZE AND SPACING TO MATCH VERT. REINFORGING

#5 @ 12" O.C. BM.
TOP AND BOTTOM

# FOUNDATION DETAIL 51.0 SCALE 1" = 1'-0"



SIGNS

PROJECT: T.H.60 ENTRANCE S

OPTIONS:
JOB NUMBER DESIGNED FOR: CITY (

DRAWN BY: DR

REFERENCE

FILE NAME:

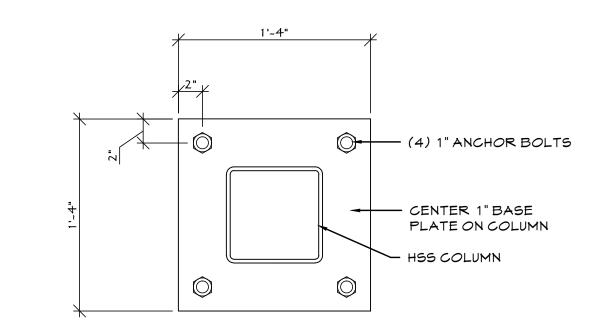
DATE 05.01.2014

DRAWING NUMBER

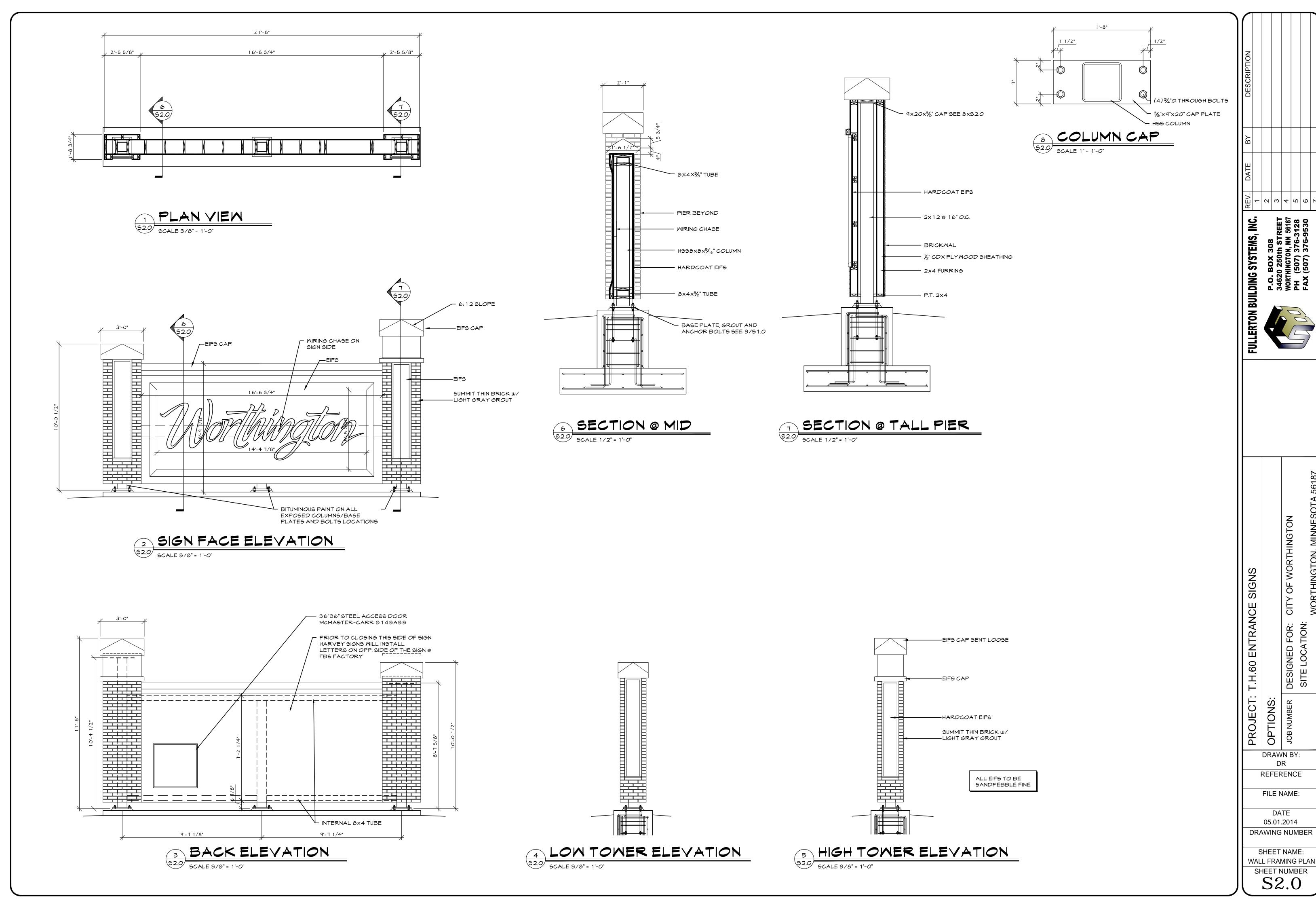
SHEET NAME: FOUNDATION PLAN SHEET NUMBER

S1.0

# FOUNDATION DETAIL 51.0 SCALE 1" = 1'-0"



4 COLUMN BASE 51.0 SCALE 1 1/2" = 1'-0"



## STATE OF MINNESOTA GRANT CONTRACT WORKSHEET

Originator – This cover page reflects the new accounting fields that appear in the State's new accounting system called SWIFT. It is important that you understand and reference the new accounting field FinDeptID(s) so that the encumbrance is entered accurately and encumbers from the correct account. This information links to invoices you submit for this contract. Fill in the FinDeptID this grant contract will be charged to. Fill in the total amount of grant contract and the amount to be encumbered IF this grant contract spans more than one fiscal year. Use the assigned SWIFT Grant Contract # and the Grant Encumbrance # assigned below to pay invoices for this grant/contract. **Total Amount of Contract \$70,261** FinDeptID H55 3 1 5 9 7 amount for state fiscal year 2015: \$70,261 state fiscal year \_\_\_\_: \$\_\_\_\_ amount for state fiscal year \_\_\_\_\_: \$\_\_\_\_\_: \$\_\_\_\_\_: FinDeptID H55\_\_\_\_\_\_

[X] Unspent encumbrances to be certified to meet future obligations in accordance with MS§16A.28

SWIFT	Accounting Information	
<b>Contract Coordinator</b> – fill in fields below whe	n encumbered:	
Starts in fiscal year:	<b>Vendor ID:</b>	
<b>Distribution 1:</b>	<b>Distribution 2:</b>	
FinDeptID:	FinDeptID:	
Fund:	Fund:	<u></u>
AppropID:	AppropID:	
UNSPSC Category:	UNSPSC Category:	
Account:	Account:	
DefaultProj:	DefaultProj:	
Amount:	Amount:	
SWIFT Grant# /Encumbrance #: <u>GRK%</u> _82335/_3000031414 / 8-11-14 / <u>DB</u>		
Swift generates encumbrance numbers – KE		
	ımber/Date/Initials	
Individual signing certifies that funds have been encumbered as required by MS § 16A.15		

NOTICE TO GRANTEE: You are required by Minnesota Statutes, Section 270C.65 to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This grant contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

Grantee Name and Address: Center for Active Living Craig Clark/Kris Hohensee

211 11<sup>th</sup> Street

Worthington MN 56187

Phone: 507.376.6457

Email: caldirector@frontier.com

Soc. Sec. or Federal Employer I.D. No. 41-6005656 Minnesota Tax I.D. No. (if applicable) 8026029

> If you circulate this contract internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant contract should have access to this page.

Revised 01/2014

# STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES GRANT CONTRACT

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services <u>Aging and Adult Services</u> Division (hereinafter STATE) and <u>Center for Active Living</u>, an independent grantee, not an employee of the State of Minnesota, address <u>211 11<sup>th</sup> Street</u>, <u>Worthington</u>, <u>MN 56187</u> (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes 256.9754 and 256B.0917, subd. 6, 7a and 13 is empowered to enter into contracts for the following services: home and community – based services for older adults that allow local communities to rebalance their long-term care service delivery system, support people in their own homes, expand core home and community-based services, expand the caregiver support and respite care network, and promote independence, and

WHEREAS STATE is in need of the following services: <u>Health promotion activities and computer training for caregivers and older adults 65 and older in Nobles county</u>, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

#### I. GRANTEE'S DUTIES.

**GRANTEE** shall:

Perform the services as described in the application submitted via the Aging Network Extranet dated March 13, 2014, and the work plan listed as Attachment A, which is incorporated by reference and made a part of this agreement.

Attend Live Well at Home <sup>sm</sup> training and implement the Live Well at Home Rapid Screen© to identify older persons at risk for a move to assisted living or permanent nursing home admission. Develop, establish and provide referral protocols to evidence based interventions or other appropriate services to address the seven risks identified in the Rapid Screen. Visit <a href="www.mnlivewellathome.org">www.mnlivewellathome.org</a> and/or contact Ryan Boosinger at 651.431.4981 for more information.

Report a baseline to the STATE upon execution of this agreement and report quarterly program data and progress on outcomes outlined in the work plan and application via the secure Aging Network Extranet located at <a href="http://www.mnagingproviders.org">http://www.mnagingproviders.org</a> by October 15, 2014; January 15, 2015; April 15, 2015; July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016; and July 15, 2016; and annually, for the time period July 1 through June 30, for one year following the completion of this agreement. UserNames and Passwords to the Aging Network Extranet will be supplied upon execution of this contract and signing of Attachment D which is incorporated into this contract.

Develop and implement a sustainability plan to promote the continued operation of the project after end of the grant period in conjunction with the local Eldercare Development Partner (EDP) and other resources as appropriate. Prior to submitting the sustainability plan, complete *Sustaining Your Nonprofit into the Future: A Curriculum for Home and Community-Based Service Providers*. The online training modules can be found at <a href="https://www.dhs.state.mn.us/sustainability">www.dhs.state.mn.us/sustainability</a>. Grantee shall submit a written sustainability plan draft as part of the quarter two program data/narrative report due January 15, 2015. The draft sustainability plan shall include at a minimum: service fee schedule, evidence of a contract to provide services through a health plan and/or Alternative Care (AC) and/or Elderly Waiver (EW) services with the STATE, evidence of progress toward establishing contracts, or evidence that the health plan and/or STATE refuses to enter into a contract, evidence of serving the private pay market, including invoicing long-term care insurance.

Participate in grantee program and financial reporting training August 2014. Webinar details will be provided July 2014.

Participate in at least one site visit during or following the grant period, as requested by State staff.

Upon the request of the relevant Area Agency on Aging's EDP, meet at a mutually agreeable time and place at least twice per state fiscal year to discuss program and financial reports submitted as a part of this agreement and to discuss issues related to service sustainability.

Meet with county staff to provide area-specific capacity building information and information about home and community-based services available through their organization, and to establish referral protocols, to help keep older adults living at home.

Register and attend Minnesota Age and Disabilities Odyssey in 2015 and participate in the annual poster session or other activity for Community Service and Community Services Development (CS/SD) grantees as requested.

Be available to present information on the project annually at the Minnesota Age and Disabilities Odyssey or one mutually agreeable forum for three years after execution of this agreement.

Enhance organization's website to include menu of home and community-based services (HCBS) available to purchase online. Explore e-commerce options such as PayPal or similar functionality to incorporate into website.

Provide outreach and education regarding Center for Active Living's home and community-based services to discharge staff of nursing facilities in service area. Report outreach and education progress quarterly through the program report on the Aging Network Extranet.

Share lessons learned throughout the grant period and strengthen the connection between the organization and consumers by integrating at least one social media tool into grant's communication strategy. Social media tools may include, but are not limited to; Blogs, YouTube, Twitter, Facebook, FLICKR, LinkedIn, Instagram, iPhone application, podcast, etc...

Share lessons learned and grant progress throughout the grant period by participating in the MN Home and Community-Based Services (Aging) group discussion on LinkedIn and other web applications as requested. An invitation to join the LinkedIn group will be sent July 2014.

Register the agency and service(s) with MinnesotaHelp via Provider Portal located on <a href="https://www.minnesotahelp.info">www.minnesotahelp.info</a> and respond to update requests.

Be available to participate in project evaluation for one year after the completion of this agreement upon request from the State.

## II. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:
  - 1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the contract as Attachment B. Any overrun on line items, with the exception of Salaries and Fringe, in the STATE approved budget listed above that exceeds ten percent (10%) of the grant award requires prior approval from the STATE and must include a budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the STATE. Notwithstanding Clause IX (amendment to grant) of this Grant contract, proposed revisions can be completed on the budget revision screen which is available from the STATE'S Enterprise Grants Management System (EGMS) (<a href="http://egms.dhs.state.mn.us">http://egms.dhs.state.mn.us</a>). Amendments are required to add a budget line item, extend the end date, increase the total grant award, pursuant to Clause IX of this Grant.
  - 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
  - 3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed <u>Seventy thousand two hundred sixty-one</u> dollars (\$70,261).
  - 4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

#### B. Terms of Payment

1. Reimbursement shall be one initial cash advance of \$8,783 equal to one quarter followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

Funds will be reconciled at the end of the State fiscal year (June 30, 2015). If actual expenditures of the GRANTEE are less than provided in the cash advance and any subsequent payments, the GRANTEE shall remit excess funds to the STATE no later than July 31, 2015.

The STATE shall issue a second cash advance of  $\underline{\$0}$  (equal to one calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

- 2. Please document the need for the Advance given to the GRANTEE:

  <u>Cash advance dollars are provided to offset develoment costs and aid GRANTEE</u>

  <u>in achieving the goals outlined in their project application and workplan</u>

  (Attachment A).
- 3. Payments shall be made by the STATE promptly after GRANTEE'S request for payment for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VII. Expenditure reports shall be submitted via the STATE's Enterprise Grants Management System (<a href="http://egms.dhs.state.mn.us">http://egms.dhs.state.mn.us</a>) and according to the following schedule: October 15, 2014; January 15, 2015; April 15, 2015 and July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016 and July 15, 2016.

4.	(Where applicable. If blank this section does not apply.) Payments are to be made	
	from federal funds obtained by the STATE through Title of the	
	Act of(Public law	
	and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No.	
	federal award name and number If at	
	any time such funds become unavailable, this grant shall be terminated	
	immediately upon written notice of such fact by the STATE to the GRANTEE. In	
	the event of such termination, GRANTEE shall be entitled to payment, determined	
	on a pro rata basis, for services satisfactorily performed.	

- 5. GRANTEE's Data Universal Numbering System (DUNS) number is <u>77626588</u> The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
- III. <u>CONDITIONS OF PAYMENT</u>. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

Communicate with STATE, to request new Electronic Grants Management System login and password as well as to inform STATE when an Electronic Grants Management System login and password is to be removed. **Requests for removal or change shall** 

happen by the end of the same business day as when an employee resigns or within one hour of staff being terminated and leaving the building.

- IV. <u>PAYMENT RECOUPMENT</u>. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services. The State share of project costs is earned when the cost has been accrued and the Nonstate Share (match) of the cost has been contributed as per each budget period. Receipt of State funds –either through advance or reimbursement –does not constitute the earning of those funds.
- V. TERMS OF CONTRACT. This grant shall be effective on August 15, 2014, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through June 30, 2016 or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: X. Indemnification; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; XIV. Publicity; and XX. Jurisdiction and Venue.

# VI. <u>CANCELLATION.</u>

- **A. For Cause or Convenience.** This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.
- **B. Insufficient Funds.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.
- **C. Breach.** Notwithstanding clause VI.A., upon STATE's knowledge of a curable material breach of the contract by GRANTEE, STATE shall provide GRANTEE written Grant Contract # GRK%82335

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notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this contract and STATE may cancel the contract immediately thereafter. If GRANTEE has breached a material term of this contract and cure is not possible, STATE may immediately terminate this contract.

#### VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

- **A. State.** The STATE'S authorized representative for the purposes of administration of this grant contract is <u>Jacqueline S. B. Peichel</u> or her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- **B.** Grantee. The GRANTEE's Authorized Representative is <u>Craig Clark/Kris Hohensee</u> or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify the STATE.
- **C. Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this contract is <a href="Mailto:Craig Clark/Kris Hohensee">Craig Clark/Kris Hohensee</a> or his/her successor.
- VIII. <u>ASSIGNMENT</u>. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.
- IX. <u>AMENDMENTS</u>. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office. Amendments and revisions may be considered up to 60 days prior to the contract end date.

#### X. INDEMNIFICATION.

In the performance of this grant contract by GRANTEE, or GRANTEE'S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by GRANTEE'S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligation under this grant contract.

XI. <u>STATE AUDITS.</u> Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

#### XII. INFORMATION PRIVACY AND SECURITY

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the GRANTEE or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify and consult with the STATE's Authorized Representative as to how the GRANTEE should respond to the request. The GRANTEE's response to the request shall comply with applicable law.

- 1. Information Covered by this Provision. In carrying out its duties, GRANTEE shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of STATE programs or services. "Protected information," for purposes of this grant contract, includes any or all of the following:
- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §144.291 - 144.2981);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
  - (e) Federal tax information ("FTI") (as protected by 26 U.S.C. 6103), and
  - (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.
- 2. General Oversight Responsibilities. GRANTEE shall be responsible for ensuring Revised 01/2014

proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:

- (a) **Training**: Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in XII.1, and
- (b) **Minimum necessary access to information.** GRANTEE shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by GRANTEE shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." *See*, *respectively*, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this grant contract, if GRANTEE receives a request to release protected information, GRANTEE must immediately notify STATE. STATE shall provide GRANTEE instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph XII.3(e) below regarding requests from individuals for their own data.
- **3.** Additional Duties to Ensure Proper Handling of Protected Information. The GRANTEE shall:
  - (a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;
  - (b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;
  - (c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the grant contract of which GRANTEE becomes aware, including any breach of unsecured protected health information or any other "privacy" or "security incident" as described below. Upon direction from STATE, GRANTEE must also attempt to mitigate harmful effects resulting from the disclosure.
  - (i) For purposes of this contract, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on GRANTEE's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE's information. "Privacy incident" means violation of the MGDPA and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

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- (ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the PHI used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as STATE may reasonably request.
- (iii) GRANTEE will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.
- (d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 3, and 45 C.F.R.§ 164.524;
- (f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minn. Stat. § 13.04, subd. 3 and 45 C.F.R. §164.526;
- (g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. §164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;
- (h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

#### **4. STATE's Duties.** STATE shall:

(a) Only release information which it is authorized by law or regulation to share with GRANTEE.

- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with GRANTEE.
- (c) Notify GRANTEE of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect GRANTEE'S use or permitted disclosure of protected information.
- (d) Not request GRANTEE to use or disclose protected information in any manner that would not be permitted under law if done by STATE.
- 5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this grant contract, GRANTEE shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this grant contract. GRANTEE shall return the protected information to the STATE's Authorized Representative *or* provide the state with written certification of destruction of the protected information. GRANTEE shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if GRANTEE is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, GRANTEE shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as GRANTEE maintains the information.
- **6. Sanctions.** In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

#### 7. Miscellaneous

(a) <u>DHS Information Security Policy.</u> Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of protected information obtained from DHS is available at <a href="https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG">https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG</a>.

- (b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph XII.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is *currently* in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendments(s).
- (c) <u>Interpretation</u>. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph XII.1 of this clause or in any other applicable law.
- (d) <u>Survival</u>. The obligations of GRANTEE under this clause shall survive the termination of this grant contract.

#### XIII. Intellectual Property Rights.

**Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works* and *Documents created and paid for under this contract*. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

#### Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

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Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

XIV. <u>PUBLICITY.</u> Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State's Authorized Representative. The State's Authorized Representative will be provided a period of two weeks, prior to their release and/or publication, to review and comment upon all materials, reports, documents, etc. produced by the project with funds provided through this grant. At a minimum the disclaimer shall include:

"This report/document/etc. was supported, in part, by a CS/SD grant from, Department of Human Services (DHS)."

#### XV. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36 (2003). If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE

must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

#### Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02 GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule, part 5000.3550
- C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

**Notification to employees and other affected parties.** The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

XVI. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any

third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

- XVII. **VOTER REGISTRATION REQUIREMENT.** GRANTEE certifies that it will comply with Minnesota Statutes, Section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.
- XVIII. **OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. The STATE may require the GRANTEE to transfer the equipment directly to the STATE or require the GRANTEE to transfer the equipment to another grantee named by the STATE. If the STATE requires the transfer of equipment to another grantee then the GRANTEE will be required to render the equipment in a way that prevents the recover of any such protected information from the equipment in accordance with the Equipment Inventory/Disposal Assurance Form for Grant Contracts which is incorporated into this contract as Attachment C.

The Equipment Inventory/ Disposal Assurance Form shall be signed and returned to the STATE at the time equipment is purchased with state funds and at least four weeks prior to the GRANTEE transferring any equipment to another grantee or disposal of such equipment purchased.

#### XIX. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT

**INFORMATION.** GRANTEE certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

### DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

XX. **JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal

- proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XXI. **WAIVER.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or the STATE's right to enforce it.
- XXII. <u>CONTRACT COMPLETE.</u> This contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this contract, whether written or oral may be used to bind either party.

#### XXIII. OTHER PROVISIONS.

- 1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.
- 2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to the property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and the certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.
- 3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant.
- 4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

#### 5. Payment to Subcontractors

As required by Minn. Stat. §16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within 10 calendar days of the prime GRANTEE's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

#### 6. Accessibility

All items created for distribution to consumers or professionals using State funds must

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be accessible. Accessibility standards apply to all information technology developed, acquired and procured on behalf of the State of Minnesota.

- Web site, including electronic documents, video and multi-media
- Content created in an electronic format, including emails, text documents, spreadsheets and presentations
- Hardware and software applications for use by the public

The Web Content Accessibility Guidelines (WCAG) 2.0

The Web Content Accessibility Guidelines (WCAG) have been developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), which develops strategies, guidelines and resources to help make the Web accessible to people with disabilities. All impacted State information systems, tools and information content shall comply with the following:

# o Level AA compliance is required. o Level AAA compliance is encouraged. General guidelines can be found at: http://www.microsoft.com/enable/products/office2010/ http://www.adobe.com/accessibility/ http://www.w3.org/2008/06/video-notes

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

#### APPROVED:

## 1. STATE ENCUMBRANCE VERIFICATION

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

By
Date
Grant No:

#### 2. GRANTEE

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

Ву			
Title			
Date			

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate bylaws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By	
Title	
Date	

#### Distribution:

Agency - Original (fully executed) contract Grantee State Authorized Representative

#### 3. STATE AGENCY

By (with delegated authority)
Title
Date
<u> </u>

#### **ENGINEERING MEMO**

**DATE:** AUGUST 8, 2014

TO: HONORABLE MAYOR AND COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

#### **CASE ITEMS**

#### 1. MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT

At its April 14, 2014 meeting, Council approved a master agreement with Bolton and Menk for providing airport consulting services. At the same time a task order was approved establishing the services Bolton and Menk is to provide for preparation of the Environmental Assessment (EA) documentation required for the future extension of Taxiway C at the airport. The services required for preparation of the EA were initiated in anticipation of receipt of a Federal Aviation Administration (FAA) grant funding 90% of the costs. On June 23, 2014 meeting, Council awarded a contract to Fahrner Asphalt Sealers, LLC for joint and crack repairs on Taxiway B at the Municipal Airport subject to receipt of a FAA grant. Council approved a grant from the FAA for 90% funding of the Taxiway C EA and Taxiway B project at its August 11, 2014 meeting.

The Minnesota Department of Transportation (MnDOT) has offered the grant agreement included in Exhibit 1. The MnDOT grant agreement provides for an additional 5% funding of the projects. The agreement also establishes that MnDOT will be the agency receiving and dispersing the FAA funds for the projects. Similar to FAA grant, the state grant includes certain assurances including continued operation of the airport for 20 years.

Staff recommends that Council authorize the Mayor and Clerk to execute the agreement by passing the resolution also included in Exhibit 1.

# GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

- 1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **September 30**, **2018**.
- 2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

Item Description	Federal Share	State Share	Local Share
Taxiway B Crack Repair, Taxiway C Extension Environmental Assessment	90%	5%	5%

- 3. The Project costs will not exceed \$202,959.00. The proportionate shares of the Project costs are: Federal: \$182,663.00, State: \$10,148.00, and Recipient: \$10,148.00. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
- 4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.
- 5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
- 6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
  - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.
  - b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

- c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
- d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
- e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
- f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
- 7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
- 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
- 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
- 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
- 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
- 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.
- 13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.

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

<b>State Encumbrance Verification</b> Individual certifies that funds have been encumbered as required	by Minn. Stat. §§ 16A.15 and 16C.05
Ву:	
Date:	
MAPS Order No:	
<b>Recipient</b> Recipient certifies that the appropriate person(s) have execu applicable resolutions, charter provisions or ordinances.	ted the Agreement on behalf of the Recipient as required by
Ву:	
Title:	
Date:	
By:	
Title:	
Date:	
Commissioner, Minnesota Department of Transpo	rtation
By:	
Date:	
Mn/DOT Contract Management as to form & execution	
Bv:	

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

#### RESOLUTION

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

It is resolved by the City of Worthington as follows:

1. That the state of Minnesota Agreement No. 06744,

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

State Project No. A5301-77 at the Worthington Municipal Airport is accepted.

2. That the Mayor and Clerk are authorized to execute this Agreement and any amendments on behalf of the City of Worthington.

#### **CERTIFICATION**

STATE OF MINNESOTA COUNTY OF NOBLES

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City Council of the City of Worthington at an authorized meeting held on the 25<sup>th</sup> day of August, 2014 as shown by the minutes of the meeting in my possession.

		Signature:	
		Clerk	
CORPORATE SEAL	/OR/	NOTARY PUBLIC	<u>C</u>
		My Commission Expires:	

#### COMMUNITY/ECONOMIC DEVELOPMENT MEMO

**DATE:** AUGUST 22, 2014

TO: HONORABLE MAYOR AND COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

#### **CASE ITEMS**

1. RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN INTERFUND LOAN FOR ADMINISTRATIVE EXPENSES RELATED TO THE NORTHLAND MALL REDEVELOPMENT

In relationship with the resolution/term sheet Council approved on July 28<sup>th</sup> regarding PBK Investments and Northland Mall, City staff will be incurring administrative expenses in the preparation/establishment of the TIF district and other related activities. These expenditures are considered eligible TIF expenditures under State Statute and reimbursable after a TIF District is established provided an interfund loan was established prior to any expenses being incurred.

Exhibit 1 is a resolution authorizing the establishment of an interfund loan for the project. The loan would be for an amount not to exceed \$50,000 with an interest rate of 4%, which is the maximum allowed by Statute for 2014. Loan payments would be made when there is any excess increment available after all other obligations have been paid. Should the increment not cover all other obligations or if the district is not established, the expenditures (and/or outstanding balance) would not be reimbursed. Staff is of the opinion that the benefits of the project out weigh the costs toward the establishment of the TIF district and any reimbursement would be accessory to the purpose and intent of the City's involvement on this project. As such, staff would recommend that Council approve the \$50,000 interfund loan by adopting the resolution shown in Exhibit 1. The funds will be transferred from unreserved undesignated fund balance within the General Fund unless Council objects.

Council action is requested.

#### CITY OF WORTHINGTON

RESOLUTION NO.	
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RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE PROPOSED NORTHLAND MALL TAX INCREMENT FINANCING DISTRICT

BE IT RESOLVED by the City Council (the "Council") of the City of Worthington, Minnesota (the "City"), as follows:

#### Section 1. <u>Background</u>.

- 1.01. The City is proposing to establish a Tax Increment Financing District which will include certain parcels located on and about the Northland Mall Area within the City (the "TIF District").
- 1.02. The City may incur certain administrative costs related to the establishment of the District (the "Qualified Costs") which costs may be financed on a temporary basis from the City's general fund or other funds available for the purpose.
- 1.03. Under Minnesota Statutes, Section 469.178, subdivision 7, the City is authorized to loan money from any fund from which such advances may be legally made, in order to finance the Qualified Costs.
- 1.04. The City intends to reimburse itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

#### Section 2. Terms of Interfund Loan.

- 2.01. The City hereby authorizes the loan of up to \$50,000.00 from its general fund or other funds available or so much thereof as may be paid as Qualified Costs. The City shall be reimbursed such amount, together with interest at the rate stated below. Interest accrues on the principal amount from the date of each loan. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09, as of the date the loan is made, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09, are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.
- 2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid semi-annually on each February 1 and August 1 (each a "Payment Date"), commencing on the first Payment Date on which the City has Available Tax Increment (defined below), or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District pursuant to the Tax Increment Financing Plan to be adopted for the TIF District (the "maximum term").

- 2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid for the preceding six (6) months with respect to the property within the TIF District and remitted by Nobles County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.
- 2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.
- 2.05. This Interfund Loan is evidence of a loan in accordance with Minnesota Statutes, Section 469.178, subdivision 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution.

Adopted by the	e City Council this c	lay of August, 2014	•	
			Mayor	
Attest:				
	City Clerk			

08-14-2014 03:46 PM	С	OUNCIL REPORT	8/15/14	PA	AGE: 1
VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERIPRIDE	8/15/14	JULY TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	
BORDER STATES ELECTRIC SUPPLY	8/15/14		ELECTRIC	M-DISTR UNDERGRND LI M-DISTR UNDERGRND LI M-DISTR ST LITE & SI TOTAL:	INE 34.56 IG 3,278.39_
BRADLEY CHAPULIS	8/15/14	HSA	GENERAL FUND	NON-DEPARTMENTAL TOTAL:	230.00_ 230.00
C&S CHEMICALS INC	8/15/14	4,160 GALLONS ALUM	MUNICIPAL WASTEWAT		4,846.40_ 4,846.40
CITY OF MARSHALL	8/15/14	SAFE AND SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATIO TOTAL:	0N 885.66_ 885.66
COOPERATIVE ENERGY CO- ACCT # 5910807	8/15/14 8/15/14 8/15/14 8/15/14	REPAIR TANK-REGULATORS PROPANE WEEDEATER GAS WEEDEATER GAS	RECREATION RECREATION RECREATION RECREATION	PAVED STREETS GOLF COURSE-GREEN GOLF COURSE-GREEN PARK AREAS PARK AREAS O-GEN MISC TOTAL:	
COOPERATIVE ENERGY CO- ACCT# 05412019	8/15/14 8/15/14 8/15/14 8/15/14	GAS FUEL	ELECTRIC	TREE REMOVAL TREE REMOVAL O-DISTR UNDERGRND LI O-DISTR UNDERGRND LI TOTAL:	NE 52.45_
COTTONWOOD COUNTY SHERIFF OFFICE	8/15/14	SAFE AND SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATIO TOTAL:	· –
DACOTAH PAPER CO	8/15/14	BAGS	LIQUOR	O-GEN MISC TOTAL:	337.30_ 337.30
DAILY GLOBE	8/15/14	ANNUAL SUBSCRIPTION	ELECTRIC	ADMIN MISC TOTAL:	184.20_ 184.20
DEPARTMENT OF FINANCE	8/15/14	DRUG FORFEITURE-PFUNDT	GENERAL FUND	POLICE ADMINISTRATIO	0N 101.30_ 101.30
FLYNN KEVIN	8/15/14	REIMBURSE INTERVIEW LUNCH	GENERAL FUND	POLICE ADMINISTRATIO	ON 41.88_ 41.88
FRONTIER COMMUNICATIONS	8/15/14	ICAC REIMBURSED INTERNET	GENERAL FUND	POLICE ADMINISTRATIO	0N 107.59_ 107.59
GIGRICH SCOTT		2013 INSPECTION MILEAGE YTD 2014 INSPECTION MILEAG		ECONOMIC DEVELOPMENT ECONOMIC DEVELOPMENT TOTAL:	
HACH COMPANY	8/15/14	CALIBRATE/REPAIR SPECTRO	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY TOTAL:	1,223.58_ 1,223.58

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HY-VEE INC-61609	8/15/14	KLEENEX, TOILET PAPER	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	14.48_ 14.48
IDEXX DISTRIBUTION CORP	8/15/14	COLILERT TESTING MATERIALS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY TOTAL:	946.21_ 946.21
INTL UNION LOCAL #49			GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	45.86 72.30
	-, -,	UNION DUES	RECREATION RECREATION	NON-DEPARTMENTAL	60.84 50.78
	8/15/14	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.13
		UNION DUES	WATER WATER MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	99.00
		UNION DUES	WATER	NON-DEPARTMENTAL	96.11
		UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	97.45
		ONION DOES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.87 21.30
			STORM WATER MANAGE	NON-DEPARTMENTAL	4.81
				NON-DEPARTMENTAL	5.55
				TOTAL:	660.00
JACKSON COUNTY SHERIFFS OFFICE	8/15/14	SAFE AND SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	2,245.79_ 2,245.79
JAYCOX IMPLEMENT INC				PARK AREAS	134.25
		REPAIR TOOLCAT			45.08
				PARK AREAS	248.81
				PARK AREAS	18.99
		REPAIR CASE TRACTOR PARTS-BUCKET TRUCK	RECREATION RECREATION	TREE DEMOVAL	26.25 67.72
				TREE REMOVAL	61.97
		PARTS-BUCKET TRUCK	RECREATION	TREE REMOVAL	6.49
	8/15/14			STREET CLEANING	58.14_
				TOTAL:	667.70
JERRY'S AUTO SUPPLY	8/15/14	PRESSURE WASHER HOSE REPLA	WATER		163.29_
				TOTAL:	163.29
LAW ENF LABOR SERV INC #4	8/15/14	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	472.50
	8/15/14	UNION DUES	GENERAL FUND		472.50_
				TOTAL:	945.00
LOCATORS & SUPPLIES INC	8/15/14	CLEAN SCRUBS	ELECTRIC	O-DISTR MISC TOTAL:	26.98_ 26.98
LOWES SHEET METAL INC	8/15/14	A/C SUB #1 NEW T-STAT	ELECTRIC	M-DISTR STRUCTURES	_
				TOTAL:	251.93
LYON COUNTY SHERIFF OFFICE	8/15/14	SAFE AND SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	2,552.34_
				TOTAL:	2,552.34
MARCO	8/15/14	COPIER SERVICE-SHARP/MX-45	GENERAL FUND	SECURITY CENTER	8.87
		COPIER SERVICE-SHARP/MX-45		SECURITY CENTER	8.88
		COPIER SERVICE-SHARP/AR-M4		SECURITY CENTER	42.67
	8/15/14	COPIER SERVICE-SHARP/AR-M4	GENERAL FUND	SECURITY CENTER	42.66_
				TOTAL:	103.08

08-14-2014 03:46 PM COUNCIL REPORT 8/15/14 PAGE: VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT FIIND GENERAL FUND NON-DEPARTMENTAL
GENERAL FUND ACCOUNTING
GENERAL FUND PAVED STREETS
GENERAL FUND PUBLIC WORK SHOP
GENERAL FUND PUBLIC WORK SHOP
GENERAL FUND POBLIC WORK SHOP
GENERAL FUND NON-DEPARTMENTAL
RECREATION PARK AREAS
WATER NON-DEPARTMENTAL
WATER O-PUMPING
WATER O-PUMPING
WATER O-PUBPING
WATER O-PUBPING
WATER O-PUBPING
WATER O-PUBPING
WATER M-TRANS MAINS
WATER MANAGE NON-DEPARTMENTAL
WON-TOPPARTMENTAL
WON-DEPARTMENTAL
WON-DEPARTMENTAL 8/15/14 OIL CHANGE UNIT 204 MARTHALER FORD OF WORTHINGTON WATER M-PUMPING 17.98 TOTAL: 17.98 8/15/14 MN BENEFITS MINNESOTA BENEFIT ASSOCIATION 56.50 8/15/14 MN BENEFITS 56.50 8/15/14 MN BENEFITS 29.48 8/15/14 MN BENEFITS 41 43 8/15/14 INSURANCE 469.74 8/15/14 INSURANCE 8/15/14 INSURANCE 174.01 19.33 8/15/14 INSURANCE 8/15/14 MN BENEFITS 41.84 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 17.87 8/15/14 MN BENEFITS 17.87 8/15/14 INSURANCE 0.01 8/15/14 MN BENEFITS 13.21 8/15/14 MN BENEFITS 8/15/14 INSURANCE 62.53 8/15/14 INSURANCE 102.14 8/15/14 INSURANCE 26.58 8/15/14 INSURANCE 8/15/14 INSURANCE 32.07 8/15/14 MN BENEFITS 17 35 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 86.23 8/15/14 INSURANCE 96.92 8/15/14 INSURANCE 8/15/14 INSURANCE 96 92 8/15/14 INSURANCE 8/15/14 MN BENEFITS 37.22 8/15/14 MN BENEFITS 37.22 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 2.92 8/15/14 INSURANCE 8/15/14 INSURANCE 175.66 8/15/14 INSURANCE 9.76 8/15/14 INSURANCE 156.11 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 1.44 8/15/14 MN BENEFITS 11.66 8/15/14 MN BENEFITS 2.96 8/15/14 MN BENEFITS 25 55 8/15/14 MN BENEFITS 8/15/14 MN BENEFITS 3.21 8/15/14 MN BENEFITS 10.21 8/15/14 MN BENEFITS 10.21 8/15/14 INSURANCE DATA PROCESSING DATA PROCESSING 80.35 TOTAL: 2,442.28 8/15/14 GAS SERVICE GENERAL FUND PAVED STREETS
8/15/14 GAS SERVICE RECREATION OLSON PARK CAMPGROUND
8/15/14 GAS SERVICE ECONOMIC DEV AUTHO TRAINING/TESTING CENTE
8/15/14 GAS SERVICE WATER O-DISTR MISC
8/15/14 GAS SERVICE MUNICIPAL WASTEWAT O-PURIFY MISC MINNESOTA ENERGY RESOURCES CORP 16.86

104.16 68 62 16.86 285.92

00-14-2014 03:40	PM	C	OUNCIL REPORT	0/13/14	PAGE:	4
VENDOR SORT KEY		DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
		8/15/14	GAS SERVICE	AIRPORT	O-GEN MISC	45.38
			GAS SERVICE		O-GEN MISC	41.13
		*, - *, - *			TOTAL:	_
MINNESOTA GFOA		8/15/14	ANNUAL CONFERENCE	GENERAL FUND		225.00_
					TOTAL:	225.00
MISCELLANEOUS V	AGGEN ELWIN	8/15/14	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
	AMERICAN LUTHERAN CHUR		CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
	BASILIERE TIFFANY L	8/15/14	REFUND OF DEPOSITS-ACCTS F		NON-DEPARTMENTAL	0.49
			REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	
			REFUND OF DEPOSITS-ACCTS F			95.00
			REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	
					NON-DEPARTMENTAL	
	FORREST MICHELLE GEERTSEMA DOUGLAS	8/15/14	CUSTOMER REBATE	ELECTRIC ELECTRIC	CUSTOMER INSTALL EXPEN	
					CUSTOMER INSTALL EXPEN	
			CUSTOMER REBATE		CUSTOMER INSTALL EXPEN	
			REFUND OF DEPOSITS-ACCTS F		NON-DEPARTMENTAL	44.73
			REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	
			REFUND OF DEPOSITS ACCTS F		NON-DEPARTMENTAL ACCTS-RECORDS & COLLEC	74.85 0.06
	MELGE AMDE TIBESSO		REFUND OF DEPOSITS-ACCTS F REFUND OF DEPOSITS-ACCTS F		NON-DEPARTMENTAL	53.27
	MELGE AMDE TIBESSO		REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	
	MEYER LYLE			ELECTRIC	CUSTOMER INSTALL EXPEN	
				ELECTRIC	CUSTOMER INSTALL EXPEN	
			CENTENNIAL DEPOSIT REFUND		NON-DEPARTMENTAL	40.00
				ELECTRIC	CUSTOMER INSTALL EXPEN	
					CUSTOMER INSTALL EXPEN	
				ELECTRIC	CUSTOMER INSTALL EXPEN	
				ELECTRIC	CUSTOMER INSTALL EXPEN	
			REFUND OF DEPOSITS-ACCTS F		NON-DEPARTMENTAL	119.18
			REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	
	SOUTHWESTERN MENTAL HE	8/15/14	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	52.45
			REFUND OF DEPOSITS-ACCTS F		ACCTS-RECORDS & COLLEC	0.06
	TEERINK ROBERT	8/15/14	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
	UTESCH MARGARET			ELECTRIC	CUSTOMER INSTALL EXPEN	
	WAGNER DAN	8/15/14	SITE PREP ASSISTANCE	TI DIST #7, REDEV	SITE PREP ASSISTANCE	12,800.00_
					TOTAL:	14,611.44
MN CHILD SUPPORT	PAYMENT CTR	8/15/14	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	461.46
		8/15/14	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46_
					TOTAL:	755.92
MSANI		8/15/14	REGISTRATION-FALL CONFEREN	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	400.00_
					TOTAL:	400.00
NCPERS MINNESOTA	. 851801	8/15/14	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	103.30
		8/15/14	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	104.13
		8/15/14	AUGUST FOR SEPTEMBER INSUR	GENERAL FUND	NON-DEPARTMENTAL	32.00
			LIFE INS	RECREATION	NON-DEPARTMENTAL	29.10
		8/15/14	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.62
			LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
			LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.42
			LIFE INS	IMPROVEMENT CONST		2.89
			LIFE INS	WATER	NON-DEPARTMENTAL	25.20
		8/15/14	LIFE INS	WATER	NON-DEPARTMENTAL	23.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/15/14	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	24.96
			MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	27.02
	8/15/14	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	21.84
	8/15/14			NON-DEPARTMENTAL	21.79
	8/15/14	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.26
	8/15/14	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	8/15/14	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	8/15/14	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	8/15/14	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
				TOTAL:	512.00
NEW VISION CO-OP	8/15/14		GENERAL FUND		60.24
	8/15/14	GRASS SEED	GENERAL FUND		280.00_
				TOTAL:	340.24
NOBLE INDUSTRIAL SUPPLY CORP	8/15/14	HIGH EXPANSION FOAM	GENERAL FUND		_
				TOTAL:	2,146.29
NOBLES COUNTY ATTORNEY	8/15/14	DRUG FORFEITURE-PFUNDT	GENERAL FUND	POLICE ADMINISTRATION	202.60_
				TOTAL:	202.60
NOBLES COUNTY RECORDER	8/15/14	NOTARY PUBLIC COMMISSIONS	ELECTRIC	CUSTOMER INSTALL EXPEN	40.00_
				TOTAL:	40.00
NOBLES COUNTY SHERIFF	8/15/14	SAFE AND SOBER GRANT	GENERAL FUND	POLICE ADMINISTRATION	1,128.52_
				TOTAL:	1,128.52
PALMERSHEIM COLBY		STATE FUNERAL	GENERAL FUND	POLICE ADMINISTRATION	54.93
		STATE FUNERAL	GENERAL FUND	POLICE ADMINISTRATION	39.00
	8/15/14	K-9 EQUIPMENT REPAIR	GENERAL FUND		_
				TOTAL:	126.75
MN PEIP	8/15/14	HEALTH INS PREMIUM HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,288.91
				NON-DEPARTMENTAL	5,437.11
		AUGUST FOR SEPTEMBER INSUR	GENERAL FUND	NON-DEPARTMENTAL	1,635.24
		HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	1,648.61
		HEALTH INS ADMIN		MAYOR AND COUNCIL	1,709.76
	8/15/14		GENERAL FUND	ADMINISTRATION	511.50
	8/15/14	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	511.50
	8/15/14	HEALTH INS ADMIN HEALTH INS ADMIN	GENERAL FUND GENERAL FUND	CLERK'S OFFICE	854.88
	0/13/14	HEADIN ING ADMIN			854.88
			GENERAL FUND GENERAL FUND	ENGINEERING ADMIN	1,112.39 1,140.55
	0/15/14 8/15/1/	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	1,113.36
		HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	141.64
		HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	141.64
		HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	7,980.93
		HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	7,980.93
		HEALTH INS ADMIN	GENERAL FUND	REGULATE LAWFUL GAMBLE	34.34
		HEALTH INS ADMIN	GENERAL FUND	REGULATE LAWFUL GAMBLE	34.34
		HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,614.68
		HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,614.69
		HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,614.67
	8/15/14	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	1,614.70
	8/15/14	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	171.69

VENDOR SORT KEY

COUNCIL REPORT 8/15/14

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DATE	DESCRIP	TION	1	FUND	DEPARTMENT	AMOUNT_
8/15/14	неат.тн	TNS	ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	171.69
8/15/14				GENERAL FUND	PAVED STREETS	246.14
8/15/14				GENERAL FUND	PAVED STREETS	1,164.95
8/15/14	HEALTH	INS	ADMIN	GENERAL FUND	PUBLIC WORK SHOP	195.29
8/15/14				GENERAL FUND	PUBLIC WORK SHOP	267.06
8/15/14	HEALTH	INS	ADMIN	GENERAL FUND	SIGNS AND SIGNALS	643.04
8/15/14	HEALTH	INS	ADMIN	GENERAL FUND	SIGNS AND SIGNALS	239.12
8/15/14	HEALTH	INS	ADMIN	GENERAL FUND	CENTER FOR ACTIVE LIVI	30.05
8/15/14	HEALTH	INS	ADMIN	GENERAL FUND	CENTER FOR ACTIVE LIVI	30.05
8/15/14	HEALTH	INS	PREMIUM	RECREATION	NON-DEPARTMENTAL	1,212.16
8/15/14	HEALTH	INS	PREMIUM	RECREATION	NON-DEPARTMENTAL	1,078.76
8/15/14				RECREATION	GOLF COURSE-GREEN	343.38
8/15/14				RECREATION	GOLF COURSE-GREEN	343.38
8/15/14				RECREATION	PARK AREAS	1,080.54
8/15/14				RECREATION	PARK AREAS	377.36
8/15/14				RECREATION	PARK AREAS	1,565.50
8/15/14 8/15/14				RECREATION RECREATION	PARK AREAS OLSON PARK CAMPGROUND	58.83 255.75
8/15/14				RECREATION	TREE REMOVAL	735.15
8/15/14				RECREATION	TREE REMOVAL	480.50
			PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	126.68
8/15/14	HEALTH	INS	PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	120.34
8/15/14	HEALTH	INS	ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	230.17
8/15/14	HEALTH	INS	ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	218.67
8/15/14	HEALTH	INS	PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	16.40
8/15/14	HEALTH	INS	PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	108.81
8/15/14	HEALTH	INS	ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	12.79
8/15/14				IMPROVEMENT CONST	OVERLAY PROGRAM	166.09
8/15/14				IMPROVEMENT CONST	D\48439	51.15
8/15/14					MAY ST PEDESTRIAN CROS	63.35
8/15/14				IMPROVEMENT CONST	GRAND AVE N	31.97 25.57
8/15/14				IMPROVEMENT CONST	GRAND AVE N	
8/15/14 8/15/14				IMPROVEMENT CONST IMPROVEMENT CONST	GRAND AVE N CATCH BASI	51.15 12.79
8/15/14				IMPROVEMENT CONST	OKABENA ST WATER MAIN	44.76
8/15/14				IMPROVEMENT CONST	OKABENA ST WATER MAIN	12.79
			PREMIUM	WATER	NON-DEPARTMENTAL	623.84
8/15/14	HEALTH	INS	PREMIUM	WATER	NON-DEPARTMENTAL	619.88
8/15/14	HEALTH	INS	ADMIN	WATER	O-SOURCE WELLS & SPRNG	6.90
8/15/14	HEALTH	INS	ADMIN	WATER	O-PUMPING	154.16
8/15/14	HEALTH	INS	ADMIN	WATER	O-PUMPING	27.41
8/15/14	HEALTH	INS	ADMIN	WATER	O-PURIFY LABOR	245.46
8/15/14	HEALTH	INS	ADMIN	WATER	O-PURIFY LABOR	36.54
8/15/14				WATER	O-DISTR SUPER AND ENG	343.38
8/15/14				WATER	O-DISTR SUPER AND ENG	343.38
8/15/14				WATER	O-DIST UNDERGRND LINES	438.20
8/15/14 8/15/14				WATER	O-DIST UNDERGRND LINES	590.60
8/15/14				WATER WATER	O-DISTR MISC O-DISTR MISC	288.34 421.29
8/15/14				WATER	M-TRANS MAINS	421.29
8/15/14				WATER	M-TRANS MAINS	673.95
8/15/14				WATER	GENERAL ADMIN	76.73
8/15/14				WATER	GENERAL ADMIN	72.59
8/15/14				WATER	ADMIN OFFICE SUPPLIES	1.72
8/15/14	HEALTH	INS	ADMIN	WATER	ADMIN MISC	15.29
8/15/14	HEALTH	INS	ADMIN	WATER	ACCTS-METER READING	204.60

VENDOR SORT KEY

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DATE	DESCRI	PTIO	N		FUND		DEPARTMENT	AMOUNT_
8/15/14	неаттн	TNS	ADMIN		WATER		ACCTS-METER READING	51.15
8/15/14					WATER		ACCTS-RECORDS & COLLEC	
8/15/14					WATER		ACCTS-RECORDS & COLLEC	
8/15/14					WATER		PROJECT #3	18.65
8/15/14					WATER		PROJECT #4	6.39
8/15/14	HEALTH	INS	ADMIN		WATER		PROJECT #4	12.79
8/15/14	HEALTH	INS	ADMIN		WATER		PROJECT #5	601.54
8/15/14	HEALTH	INS	ADMIN		WATER		PROJECT #5	462.74
8/15/14	HEALTH	INS	ADMIN		WATER		PROJECT #12	10.13
8/15/14	HEALTH	INS	PREMIUM		MUNICIPAL	WASTEWAT	NON-DEPARTMENTAL	924.18
8/15/14	HEALTH	INS	PREMIUM		MUNICIPAL	WASTEWAT	NON-DEPARTMENTAL	970.07
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	O-SOURCE SUPERVISION	153.45
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	O-SOURCE SUPERVISION	153.45
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	O-SOURCE MAINS & LIFTS	
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	O-SOURCE MAINS & LIFTS	115.93
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	O-PURIFY SUPERVISION	358.05
8/15/14							O-PURIFY SUPERVISION	358.05
			ADMIN				O-PURIFY LABOR	570.38
			ADMIN				O-PURIFY LABOR	581.44
			ADMIN				O-PURIFY LABORATORY	531.67
8/15/14							O-PURIFY LABORATORY	527.56
			ADMIN				O-PURIFY MISC	59.92
8/15/14			ADMIN				O-PURIFY MISC M-SOURCE MAINS & LIFTS	25.58 196.70
			ADMIN				M-SOURCE MAINS & LIFTS	
8/15/14							M-SOURCE MISC	559.09
			ADMIN				M-PURIFY STRUCTURES	34.34
8/15/14							M-PURIFY EQUIPMENT	342.29
			ADMIN				M-PURIFY EQUIPMENT	656.57
8/15/14	HEALTH	INS	ADMIN				GENERAL ADMIN	61.38
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	GENERAL ADMIN	58.07
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	ADMIN OFFICE SUPPLIES	1.72
8/15/14					MUNICIPAL	WASTEWAT	ADMIN MISC	15.29
8/15/14	HEALTH	INS	ADMIN		MUNICIPAL	WASTEWAT	ACCT-RECORDS & COLLECT	
			ADMIN		MUNICIPAL	WASTEWAT	ACCT-RECORDS & COLLECT	
			ADMIN				PROJECT #2	6.39
8/15/14							PROJECT #3	68.90
8/15/14							PROJECT #3	32.92
8/15/14			ADMIN				PROJECT #4 PROJECT #4	19.18 19.18
			ADMIN				PROJECT #7	31.97
8/15/14							PROJECT #7	42.97
			ADMIN				PROJECT #12	10.13
8/15/14							PROJECT #16	16.51
- , - ,			PREMIUM		ELECTRIC		NON-DEPARTMENTAL	893.55
8/15/14	HEALTH	INS	PREMIUM		ELECTRIC		NON-DEPARTMENTAL	865.07
8/15/14	AUGUST	FOR	SEPTEMBER	INSUR	ELECTRIC		NON-DEPARTMENTAL	449.26
8/15/14	HEALTH	INS	ADMIN		ELECTRIC		O-DISTR UNDERGRND LINE	37.75
			ADMIN		ELECTRIC		O-DISTR MISC	437.06
			ADMIN		ELECTRIC		O-DISTR MISC	589.60
			ADMIN		ELECTRIC		M-SOURCE MISC	51.15
			ADMIN		ELECTRIC		M-CISTR SUPER & ENG	
			ADMIN		ELECTRIC		M-DISTR STATION EQUIPM	
			ADMIN		ELECTRIC		M-DISTR UNDERGRND LINE	
			ADMIN		ELECTRIC		M-DISTR UNDERGRND LINE M-DISTR ST LITE & SIG	450.44
0/13/14	nealTH	TNS	WILLIN		престите		m-DISTR ST FILE & SIG	37.94

REDWOOD FALLS POLICE DEPARTMENT

ROCK COUNTY SHERIFFS OFFICE

RUNNINGS SUPPLY INC-ACCT#9502485

VENDOR SORT KEY

COUNCIL REPORT 8/15/14 PAGE: 8 DEPARTMENT DATE DESCRIPTION AMOUNT FIIND 139.92 8/15/14 HEALTH INS ADMIN ELECTRIC M-DISTR ST LITE & SIG GENERAL ADMIN 8/15/14 HEALTH INS ADMIN ELECTRIC 373.39 ELECTRIC GENERAL ADMIN 353.27 8/15/14 HEALTH INS ADMIN ADMIN OFFICE SUPPLIES
ADMIN MISC
ACCTS-METER READING
ACCTS-METER READING
ACCTS-RECORDS & COLLEC ELECTRIC
ELECTRIC
ELECTRIC
ELECTRIC
ELECTRIC 8/15/14 HEALTH INS ADMIN 675.20 8/15/14 HEALTH INS ADMIN 8/15/14 HEALTH INS ADMIN ELECTRIC ELECTRIC ACCTS-RECORDS & COLLEC ACCTS-ASSISTANCE 675.21 255 74 ELECTRIC ACCTS-ASSISTANCE 8/15/14 HEALTH INS ADMIN FA DISTR UNDRGRND COND FA DISTR UNDRGRND COND FA DISTR UNDRGRND COND 8/15/14 HEALTH INS ADMIN 987.28 ELECTRIC 8/15/14 HEALTH INS ADMIN 8/15/14 HEALTH INS ADMIN ELECTRIC ELECTRIC 8/15/14 HEALTH INS ADMIN ELECTRIC FA DISTR UNDRGRND COND
8/15/14 HEALTH INS ADMIN ELECTRIC FA DISTR UNDRGRND COND
8/15/14 HEALTH INS ADMIN ELECTRIC FA DISTR UNDRGRND COND
8/15/14 HEALTH INS ADMIN ELECTRIC FA DISTR ST LITE & SIG
8/15/14 HEALTH INS PREMIUM STORM WATER MANAGE NON-DEPARTMENTAL
8/15/14 HEALTH INS PREMIUM STORM WATER MANAGE NON-DEPARTMENTAL
8/15/14 HEALTH INS ADMIN STORM WATER MANAGE STORM DRAINAGE 184.28 95.89 72.61 99.20 248.67 8/15/14 HEALTH INS ADMIN 8/15/14 HEALTH INS ADMIN STORM WATER MANAGE STORM DRAINAGE
8/15/14 HEALTH INS ADMIN STORM WATER MANAGE STREET CLEANING
8/15/14 HEALTH INS ADMIN STORM WATER MANAGE STREET CLEANING
8/15/14 HEALTH INS ADMIN STORM WATER MANAGE PROJECT #1
8/15/14 HEALTH INS ADMIN STORM WATER MANAGE PROJECT #12 75.85 STORM WATER MANAGE STREET CLEANING 248.95 44 76 8/15/14 HEALTH INS ADMIN STORM WATER MANAGE PROJECT #25 STORM WATER MANAGE PROJECT #25 8/15/14 HEALTH INS ADMIN 6.40 LIQUOR O-GEN MISC
LIQUOR O-GEN MISC 1,030.14 8/15/14 HEALTH INS ADMIN 8/15/14 HEALTH INS ADMIN LIQUOR 1,030.14 8/15/14 HEALTH INS ADMIN LIQUOR O-GEN MISC
8/15/14 HEALTH INS PREMIUM AIRPORT NON-DEPARTMENTAL
8/15/14 HEALTH INS PREMIUM AIRPORT NON-DEPARTMENTAL
8/15/14 HEALTH INS ADMIN AIRPORT O-GEN MISC
8/15/14 HEALTH INS ADMIN AIRPORT TAXI B CRACK REPAIRS 6 00 8/15/14 HEALTH INS PREMIUM DATA PROCESSING NON-DEPARTMENTAL
8/15/14 HEALTH INS PREMIUM DATA PROCESSING NON-DEPARTMENTAL
8/15/14 HEALTH INS ADMIN DATA PROCESSING DATA PROCESSING
8/15/14 HEALTH INS ADMIN DATA PROCESSING DATA PROCESSING 281.50 854.88 8/15/14 COBRA INSURANCE-MALMQUIST HEALTH INS PLAN (T NON-DEPARTMENTAL 686 76 TOTAL: 87,771.40 REDWOOD COUNTY SHERRIF'S OFFICE 8/15/14 SAFE AND SOBER GRANT GENERAL FUND POLICE ADMINISTRATION 2,067.91 TOTAL: 8/15/14 SAFE AND SOBER GRANT GENERAL FUND POLICE ADMINISTRATION 2,635.75 TOTAL: 2,635.75 8/15/14 SAFE AND SOBER GRANT GENERAL FUND POLICE ADMINISTRATION 1,851.45 1,851.45 RUNNINGS SUPPLY INC-ACCT#9502440 8/15/14 TARP FOR AERATION TANK COV MUNICIPAL WASTEWAT M-PURIFY STRUCTURES 9.99 9.99 TOTAL: 8/15/14 RECIPROCATING SAW/BLADE KI GENERAL FUND FIRE ADMINISTRATION 128.98 8/15/14 PAYLOADER CHAIN GENERAL FUND PAVED STREETS
8/15/14 75W BULBS GENERAL FUND PAVED STREETS 1.50 6 36 RECREATION RECREATION 8/15/14 VETS PARK SIGN PARK AREAS 17.16 8/15/14 BAR OIL TREE REMOVAL 15.29

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/15/14	SCREWDRIVER, BULK BOLTS,	S AIRPORT	O-GEN MISC	5.41
	8/15/14	AIRPORT TOOL SET	AIRPORT	O-GEN MISC	15.99_
				TOTAL:	190.69
SCHAAP SANITATION INC	8/15/14	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	261.54_
				TOTAL:	261.54
SCHWALBACH ACE HARDWARE-5930	8/15/14	MOTOR OIL	GENERAL FUND	PAVED STREETS	3.49
	8/15/14	ORINGS	RECREATION	GOLF COURSE-GREEN	1.77
		SHOP VAC	RECREATION	PARK AREAS	89.99
		WEEDEATER LINE	RECREATION	PARK AREAS	14.99
	8/15/14	TREE PRUNERS	RECREATION	TREE REMOVAL TOTAL:	213.94_ 324.18
COUMAIDACH ACE #6067	0/15/14	DRU ISSUE SERVICE CALL	EI ECMDIC	M DICED INDEPOND I INC	57 56
SCHWALBACH ACE #6067	8/13/14	DRU 1550E SERVICE CALL	ELECTRIC	M-DISTR UNDERGRND LINE TOTAL:	57.56_ 57.56
SECURE BENEFITS SYSTEMS CORP	8/15/14	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	55.83
	8/15/14	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	58.73
	8/15/14	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	763.70
		CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	787.51
		UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,722.12
		UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,813.46
		MONTHLY ADMIN	GENERAL FUND	OTHER GEN GOVT MISC	20.00
		MECIDAL ADVANCE	GENERAL FUND RECREATION	OTHER GEN GOVT MISC	557.85 11.59
		ADMIN FEE ADMIN FEE	RECREATION	NON-DEPARTMENTAL NON-DEPARTMENTAL	11.33
		CHILD CARE	RECREATION	NON-DEPARTMENTAL	40.00
		CHILD CARE	RECREATION	NON-DEPARTMENTAL	40.00
		UNREIMBURSED MEDICAL		NON-DEPARTMENTAL	341.20
		UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	335.49
	8/15/14	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.40
	8/15/14	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.88
	8/15/14	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	12.39
	8/15/14	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	25.10
		ADMIN FEE	WATER	NON-DEPARTMENTAL	10.11
		ADMIN FEE	WATER	NON-DEPARTMENTAL	9.88
		UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	269.73
		UNREIMBURSED MEDICAL	WATER MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	263.58 9.75
		ADMIN FEE			
		ADMIN FEE UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT		9.80 320.18
		UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT		321.33
		ADMIN FEE		NON-DEPARTMENTAL	3.38
		ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.38
		UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	135.47
	8/15/14	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	135.47
	8/15/14	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	2.62
	8/15/14	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.39
	8/15/14	CHILD CARE	STORM WATER MANAGE	NON-DEPARTMENTAL	14.49
	8/15/14	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	88.61
		UNREIMBURSED MEDICAL	STORM WATER MANAGE		16.62
		ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
		ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
		UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	130.83
	8/15/14	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	130.83

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/15/14	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.82
	8/15/14	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.11
	8/15/14	CHILD CARE	AIRPORT	NON-DEPARTMENTAL	9.32
			AIRPORT	NON-DEPARTMENTAL	25.52
		UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	4.17
		ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
	- , - ,	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	4.50
				NON-DEPARTMENTAL	187.49
	8/15/14	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	187.49_
				TOTAL:	8,911.45
SOUTHWEST HEARING AID CENTER INC	8/15/14	POLICE EAR MOLDS	GENERAL FUND	POLICE ADMINISTRATION	325.00_
				TOTAL:	325.00
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	8/15/14	CDAP-12-0071-0-FY13 #11	SMALL CITIES GRANT	SW MN HOUSING	13,049.00_
				TOTAL:	13,049.00
U S POSTAL SERVICE-TMS ACCT# 247383	8/15/14	POSTAGE REFILL	GENERAL FUND	MAYOR AND COUNCIL	5.77
	8/15/14	POSTAGE REFILL	GENERAL FUND	ADMINISTRATION	326.11
	8/15/14	POSTAGE REFILL	GENERAL FUND	CLERK'S OFFICE	28.04
	8/15/14	POSTAGE REFILL	GENERAL FUND	ACCOUNTING	1.40
	8/15/14	POSTAGE REFILL	GENERAL FUND	ENGINEERING ADMIN	307.67
	8/15/14	POSTAGE REFILL	GENERAL FUND	ECONOMIC DEVELOPMENT	623.52
	8/15/14	POSTAGE REFILL	GENERAL FUND	FIRE ADMINISTRATION	228.23
	8/15/14	POSTAGE REFILL	GENERAL FUND	PAVED STREETS	10.80
	8/15/14	POSTAGE REFILL	RECREATION	GOLF COURSE-CLUBHOUSE	9.08
	8/15/14	POSTAGE REFILL	RECREATION	PARK AREAS	3.84
	8/15/14	POSTAGE REFILL	LIQUOR	O-GEN MISC	14.45
	8/15/14	POSTAGE REFILL	AIRPORT	O-GEN MISC	15.56
	8/15/14	POSTAGE REFILL	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	25.17
	8/15/14	POSTAGE REFILL	DATA PROCESSING	DATA PROCESSING	811.36_
				TOTAL:	2,411.00
VANTAGEPOINT TRANSFER AGENTS-457	8/15/14	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	62.00
				TOTAL:	62.00
VON HOLDT RICK	8/15/14	REIMBURSE	GENERAL FUND	FIRE ADMINISTRATION	56.13
				TOTAL:	56.13
WORTHINGTON FOOTWEAR	8/15/14	STEEL TOE BOOTS	WATER	O-DISTR MISC	176.00
	, .,			TOTAL:	176.00
YMCA	8/15/14	JUNE CAL MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,332.80
		JUNE CAL MANAGEMENT	GENERAL FUND		1,774.11
	3/13/17	COLL THINIGHENT	321,D141D 1 011D	TOTAL:	3,106.91
				101111.	-,

08-14-2014 03:46 PM	С	OUNCIL	R E P O R T 8/15/14		PAGE:	11
VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT_

====	====== FUND TOTALS =====	========
101	GENERAL FUND	82,910.72
204	SMALL CITIES GRANT	13,049.00
207	PD TASK FORCE	400.00
229	RECREATION	11,255.50
231	ECONOMIC DEV AUTHORITY	1,004.72
321	PIR/TRUNKS	702.88
401	IMPROVEMENT CONST	644.41
419	TI DIST #7, REDEV AMEND 5	12,800.00
601	WATER	8,805.49
602	MUNICIPAL WASTEWATER	17,076.50
604	ELECTRIC	14,475.16
606	STORM WATER MANAGEMENT	1,029.64
609	LIQUOR	2,770.29
612	AIRPORT	1,399.45
614	MEMORIAL AUDITORIUM	25.17
702	DATA PROCESSING	3,600.87
705	HEALTH INS PLAN (TPA)	686.76
	GRAND TOTAL:	172,636.56

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS EQUIPMENT INC	8/22/14	COPIER SERVICE	DATA PROCESSING	COPIER/FAX TOTAL:	171.56_ 171.56
AMERICAN BOTTLING COMPANY	8/22/14	MIX	LIQUOR	NON-DEPARTMENTAL TOTAL:	95.86_ 95.86
AMERICAN WATER ENTERPRISES ENVMENTAL M	8/22/14	CONTRACT OPERATIONS WWTF-A	INDUSTRIAL WASTEWA	O-PURIFY MISC TOTAL:	47,613.67 47,613.67
ANDERSON ALIGNMENT SERVICE		REPAIR CORRODED WIRING 412 REPAIR CORRODED WIRING 412		PAVED STREETS PAVED STREETS	75.00 16.25
	8/22/14 8/22/14 8/22/14	STARTER INSTALL UNIT 401 STARTER INSTALL UNIT 401 BRAKE CHAMBER REPAIR UNIT BRAKE CHAMBER REPAIR UNIT OIL CHANGES, FILTERS UNIT	GENERAL FUND RECREATION RECREATION		255.00 435.35 85.00 74.95 167.00
		OIL CHANGES, FILTERS UNIT		STREET CLEANING	484.12_ 1,592.67
	8/22/14 8/22/14 8/22/14 8/22/14	ICE ICE	LIQUOR LIQUOR	OLSON PARK CAMPGROUND NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:	78.24 168.10 141.18 183.98_ 571.50
	8/22/14 8/22/14			NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:	112.00 103.00_ 215.00
BAHRS SMALL ENGINE		OIL CAPS INSIGHT BAR AIR CLEANER DEMO SAW		PARK AREAS TREE REMOVAL	10.30 34.95
BERGER JULIA	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	130.50_ 130.50
BEVERAGE WHOLESALERS INC	8/22/14 8/22/14 8/22/14	BEER	LIQUOR	NON-DEPARTMENTAL NON-DEPARTMENTAL	6,699.90 3,193.91 7,400.62_ 17,294.43
BHS MARKETING LLC	8/22/14	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC TOTAL:	_
BOLTON & MENK INC		TAXIWAY B CRACK REPAIR ENVIRONMENTAL ASSESSMENT		TAXI B CRACK REPAIRS PROJECT #12 TOTAL:	597.00 5,564.00_ 6,161.00
BORDER STATES ELECTRIC SUPPLY	8/22/14 8/22/14 8/22/14	DUCT SEAL KIT	WATER MUNICIPAL WASTEWAT ELECTRIC	OVERLAY PROGRAM PROJECT #5 PROJECT #3 M-DISTR UNDERGRND LINE M-DISTR ST LITE & SIG TOTAL:	717.86_

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BOSMA PATRICIA	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	148.50_ 148.50
BOTTEM-WINTERS JUNE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	132.75_ 132.75
BRANDT GARY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	171.00_ 171.00
BRAUN LAWNCARE & LANDSCAPING	8/22/14	MOWING CAL JULY	GENERAL FUND	CENTER FOR ACTIVE LIVI TOTAL:	40.00 40.00
MARK BRODIN	8/22/14	A/V SERVICES AUGUST 2, 201	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM TOTAL:	137.04_ 137.04
BUCHMAN KAREN	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	171.00_ 171.00
C&S CHEMICALS INC	8/22/14	4,153 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	4,838.25_ 4,838.25
CAMERY BERNICE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	211.50_ 211.50
CARLOS CREEK WINERY	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL TOTAL:	672.00_ 672.00
COMMUNITY EDUCATION		FULL PAGE AD-FALL CATALOG FULL PAGE AD-FALL CATALOG			125.00 125.00_ 250.00
COOPERATIVE ENERGY CO- ACCT # 5910807	8/22/14	5W30 FOR 434 5W30 FOR 434 MOWER GAS		PARK AREAS PARK AREAS O-PURIFY MISC TOTAL:	10.17 6.78 154.68_ 171.63
COPPERUD DAVID	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	162.00_ 162.00
ERNIE DAILEY	8/22/14	DRYWALL REPAIR-WATER DAMAG	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM TOTAL:	250.00_ 250.00
DAKOTA SUPPLY GROUP INC	8/22/14 8/22/14		WATER	O-DIST UNDERGRND LINES O-DIST UNDERGRND LINES O-DIST UNDERGRND LINES M-TRANS MAINS TOTAL:	10.99 43.81 2,140.71 4,215.93_ 6,411.44
DAVIS TYPEWRITER CO INC	8/22/14 8/22/14 8/22/14 8/22/14 8/22/14 8/22/14	INK CARTRIDGES FOLDERS, FILES, TAPE, STAP FOLDERS, FILES, TAPE, STAP FILES FILES COLORED PANELS		ACCOUNTING ENGINEERING ADMIN SECURITY CENTER	1.81 90.96 47.49 47.50 18.13 18.12 15.46

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
		MONTHLY PLANNER			6.82
				SECURITY CENTER	6.82
	8/22/14	COPIER PAPER	DATA PROCESSING		678.00_
				TOTAL:	946.58
DEPARTMENT OF LABOR AND INDUSTRY	8/22/14	ANNUAL ELEVATOR REGISTRATI	GENERAL FUND	GENERAL GOVT BUILDINGS	100.00_
				TOTAL:	100.00
DETTMAN, DANIEL	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	153.00_
				TOTAL:	153.00
DITCH WITCH OF SD INC				O-DISTR UNDERGRND LINE	
	8/22/14	PUSHER PARTS	ELECTRIC	O-DISTR UNDERGRND LINE	133.98_
				TOTAL:	144.77
DOEDEN, KAREN	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	157.50_
				TOTAL:	157.50
ALLEN DROST	8/22/14	BAC JULY MOWING	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	300.00
				TRAINING/TESTING CENTE	250.00_
				TOTAL:	550.00
ECHO GROUP INC	8/22/14	4" CONDUIT-15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	0.06
	8/22/14	SOCKET W/9" LEADS- AIRPORT	AIRPORT	O-GEN MISC	2.64
		40W BULBS-AIRPORT		O-GEN MISC	75.90
	8/22/14	FLUORESCENT BULBS 32W	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	6.02
	8/22/14	35W HALOGENS	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	11.76_
				TOTAL:	96.38
EHLERS & ASSOCIATES INC	8/22/14	TIF 3-12 RESOLUTION FOR ED	GENERAL FUND	ECONOMIC DEVELOPMENT	102.50_
				TOTAL:	102.50
ELECTRIC MOTOR CO	8/22/14	SEAL FOR SAMPLE PUMP	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	38.00_
				TOTAL:	38.00
EMAGINE LLC	8/22/14	WEBSITE DESIGN	ELECTRIC	ACCTS-INFO & INSTR ADV	37.50
				TOTAL:	37.50
EYKYN JERRY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	144.00
				TOTAL:	144.00
EYKYN, JUDY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	148.50_
				TOTAL:	148.50
FASTENAL COMPANY	8/22/14	STAINLESS BOLTS-VALVE REPA	WATER	M-TRANS MAINS	21.13_
				TOTAL:	21.13
FERGUSON ENTERPRISES INC #226	8/22/14	PVC, WATER LINE/WETWELL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	4.57
	8/22/14	PARTS AG GATOR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	
				TOTAL:	67.12
FERGUSON WATERWORKS INC #2516					122.60
	8/22/14	DISTRIBUTION MAIN REPAIR S	WATER		1,168.55_
				TOTAL:	1,291.15
FIFE WATER SERVICES INC	8/22/14	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	9,432.95

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	9,432.95
FIOLA JUDY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	144.00_
				TOTAL:	144.00
FLAHERTY & HOOD PA	8/22/14	EMPLOYMENT CONSULATIONS	GENERAL FUND	CITY ATTORNEY	676.03_
				TOTAL:	676.03
GCC -CONSOLIDATED READY MIX INC			GENERAL FUND		691.00
	8/22/14	STREET REPAIRS	GENERAL FUND	PAVED STREETS	247.50
			RECREATION	PARK AREAS	111.00
			RECREATION	PARK AREAS	133.50
	8/22/14	RIVER GRAVEL-FIRE HYDRANT	WATER	M-TRANS HYDRANTS M-TRANS HYDRANTS	193.36
	8/22/14	RIVER GRAVEL-FIRE HYDRANT	WATER	M-TRANS HYDRANTS	193.36-
	8/22/14	RIVER GRAVEL-FIRE HYDRANT	WATER	M-TRANS HYDRANTS	90.04
		STREET LIGHT BASES-REPLACE		FA DISTR ST LITE & SIG	412.00
	8/22/14	STREET LIGHT BASES-BIOTECH	ELECTRIC	FA DISTR ST LITE & SIG	409.00_
				TOTAL:	2,094.04
GRAHAM TIRE OF WORTHINGTON INC	8/22/14	FRONT PADS/ROTORS	GENERAL FUND	POLICE ADMINISTRATION	80.00
		FRONT PADS/ROTORS	GENERAL FUND	POLICE ADMINISTRATION	344.65
	8/22/14	REPLACE OIL PRESSURE SWITC	GENERAL FUND	POLICE ADMINISTRATION	320.00
	8/22/14	REPLACE OIL PRESSURE SWITC	GENERAL FUND	POLICE ADMINISTRATION	358.48
	8/22/14	2 TIRES ON 31	GENERAL FUND	POLICE ADMINISTRATION	17.00
	8/22/14		GENERAL FUND		220.88
	8/22/14	COOLANT FAN RELAY, FUSE #3	GENERAL FUND	POLICE ADMINISTRATION	104.00
		COOLANT FAN RELAY, FUSE #3		POLICE ADMINISTRATION	88.95
	8/22/14	CART TIRE	RECREATION	GOLF COURSE-CLUBHOUSE	54.81
			RECREATION	PARK AREAS	2.00
			RECREATION	PARK AREAS	18.00
	8/22/14	OIL CHANGE UNIT 505	RECREATION	PARK AREAS	10.00
			RECREATION	PARK AREAS	6.95
	v, ==, = :				1,625.72
GRONINGA CONSTRUCTION INC	8/22/14	2013 LAKE STREET WALK EXT	RECREATION	NON-DEPARTMENTAL	319.47-
ononinon concincotton inc		2013 LAKE STREET WALK EXT			6,389.31
	0/22/14	2013 DAKE SIREEI WALK EAI	RECREATION	TOTAL:	6,069.84
HAGEN BEVERAGE DISTRIBUTING INC	8/22/14	DFFD	LIQUOR	NON-DEPARTMENTAL	4,099.70
IMGEN DEVERMOE DIGITIDOTING INC	8/22/14		LIQUOR	NON-DEPARTMENTAL	7,217.60
	8/22/14		LIQUOR	NON-DEPARTMENTAL	286.00
	8/22/14		LIQUOR	NON-DEPARTMENTAL	864.10
	8/22/14		LIQUOR	NON-DEPARTMENTAL	3,900.50
	8/22/14			NON-DEPARTMENTAL	128.00
	8/22/14		LIQUOR LIQUOR	O-GEN MISC	32.50
	8/22/14		LIQUOR	O-GEN MISC	53.50
	0/22/14	COPS	LIQUOR	TOTAL:	_
WARMING TWO	0 /00 /14	O MONIO CUI OD THE	Wa mpp	O DUDIEV	1 005 00
HAWKINS INC	8/22/14	2 TONS CHLORINE	WATER	O-PURIFY TOTAL:	1,295.00_ 1,295.00
				TOTAL.	1,233.00
HAY ELAINE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	132.75_
				TOTAL:	132.75
HENDERSON SHARON	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	157.50_
				TOTAL:	157.50

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HOFFMAN ALICE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	137.25_ 137.25
HOPE HAVEN INC	8/22/14	BAC CLEANING	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE TOTAL:	536.88_ 536.88
HY-VEE INC-61705		EMPLOYEE RECOGNITION PICNI GRIMMIUS RECEPTION		MAYOR AND COUNCIL POLICE ADMINISTRATION TOTAL:	26.97_
		SERVICE UNIT 409 SERVICE UNIT 409			120.00 33.70_ 153.70
I & S GROUP INC	8/22/14	GRAND AVE STREET EXTENSION	IMPROVEMENT CONST	GRAND AVE N TOTAL:	7,200.00_ 7,200.00
ICMA	8/22/14	CLARK MEMBERSHIP	GENERAL FUND	ADMINISTRATION TOTAL:	872.60_ 872.60
IDE@S	8/22/14	WIRELESS MOUSE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS TOTAL:	64.00_ 64.00
INFRATECH		2013 SIP SANITARY CIPP #2 2013 SIP SANITARY CIPP #2		PROJECT #2	810.38- 16,207.56_ 15,397.18
INGENTHRON PAT	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	148.50_ 148.50
J & K WINDOWS	8/22/14	WINDOW CLEANING	LIQUOR	O-GEN MISC TOTAL:	64.13_ 64.13
		ELECTION JUDGE		TOTAL:	162.00_ 162.00
JAYCOX IMPLEMENT INC	8/22/14	CABLE	ELECTRIC	O-DISTR MISC TOTAL:	91.26_ 91.26
JC RAMSDELL ENVIRO SERVICES INC	8/22/14	REPAIR OF EQ LINER-BALLAST	MUNICIPAL WASTEWAT	M-SOURCE MISC TOTAL:	2,475.00_ 2,475.00
JERRY'S AUTO SUPPLY		STRAP HOSE, FITTINGS, HOSE ENDS		STREET CLEANING STREET CLEANING TOTAL:	86.28_
JOHANSEN SHARON	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	139.50_ 139.50
JOHNSON BROTHERS LIQUOR CO	8/22/14 8/22/14 8/22/14 8/22/14 8/22/14 8/22/14 8/22/14	WINE MIX BEER JOHNSON BROTHERS LIQUOR CO LIQUOR	LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR	NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL	3,722.66 1,348.35 90.75 104.95 192.00 3,893.66 1,101.50

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT_
	8/22/14	BEER	LIQUOR	NON-DEPARTMEN	JTAT.	41.98
		FREIGHT	LIQUOR	O-SOURCE MISC		64.04
		FREIGHT	LIQUOR	O-SOURCE MISC		49.80
		FREIGHT	LIQUOR	O-SOURCE MISC		13.28
						59.26
		FREIGHT	LIQUOR	O-SOURCE MISC		
		FREIGHT	LIQUOR	O-SOURCE MISC		31.54
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	COTAL:	0.42- 10,713.35
JOHNSON JEWELRY INC	8/22/14	EMPLOYEE RECOGNITION	GENERAL FUND	MAYOR AND COU		72.00_
				7	FOTAL:	72.00
JSA SERVICES	8/22/14	TOWELS	GENERAL FUND	PAVED STREETS	3	72.85_
				7	TOTAL:	72.85
DBA KJOE	8/22/14	LIQUOR ADS	LIQUOR	O-GEN MISC		165.00_
				7	TOTAL:	165.00
KARLS CARQUEST AUTO PARTS INC	8/22/14	BATTERY FOR 401	GENERAL FUND	PAVED STREETS	3	239.32
		ANTIFREEZE	GENERAL FUND	PAVED STREETS		10.99
		HORN FOR UNIT 408	STORM WATER MANAGE			22.99
	0/22/14	HORN FOR UNIT 400	SIONN WAIER MANAGE		TOTAL:	273.30
LAFFRENZEN JAMES	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS		193.50
				7	TOTAL:	193.50
LARSON CRANE SERVICE INC	8/22/14	2014 SEWER/WATER RECON #2	WATER	NON-DEPARTMEN	ITAL	6,232.93-
	8/22/14	2014 SEWER/WATER RECON #2	WATER	PROJECT #5		124,658.50_
				7	TOTAL:	118,425.57
LAVELLE MARCY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS		148.50_
				7	FOTAL:	148.50
LEAGUE OF MN CITIES	8/22/14	SEMINAR	GENERAL FUND	POLICE ADMIN	ISTRATION	45.00
					TOTAL:	45.00
LEVINE BURT	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS		137.25_
				7	TOTAL:	137.25
LOU'S GLOVES INC		NITRILE GLOVES	MUNICIPAL WASTEWAT			76.00
	8/22/14	NITRILE GLOVES	MUNICIPAL WASTEWAT			76.00_
				7	TOTAL:	152.00
MALTERS SHEPHERD & VON HOLTUM			GENERAL FUND	CITY ATTORNEY		2,294.00
	8/22/14	NORTHLAND MALL LEGAL SERVI	GENERAL FUND	CITY ATTORNEY		1,130.00_
				7	TOTAL:	3,424.00
MARCO	8/22/14	COPIER SERVICE		ENGINEERING A		43.31
				ECONOMIC DEVE	ELOPMENT	43.31
	8/22/14	COPIER SERVICE	DATA PROCESSING	COPIER/FAX		228.27_
				7	TOTAL:	314.89
MARSH GLENIS	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS		132.75_
				ם	TOTAL:	132.75
MC LAUGHLIN & SCHULZ INC	8/22/14	RYANS ROAD REPAIRS	GENERAL FUND	PAVED STREETS	3	305.62

08-21-2014 03:03 PM COUNCIL REPORT 8/22/14 PAGE . VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT FIIND AMOUNT TOTAL: 305.62 8/22/14 HSI PAVED STREETS MEDIACOM GENERAL FUND 69.95 TOTAL. 69 95 MINNEAPOLIS POLICE SWAT UNIT 8/22/14 BASIC SWAT SCHOOL-3 POLICE GENERAL FUND POLICE ADMINISTRATION 1,800.00 TOTAL: 1,800.00 MINNESOTA ENERGY RESOURCES CORP 8/22/14 GAS SERVICE GENERAL FUND GENERAL GOVT BUILDINGS 63.37 8/22/14 GAS SERVICE GENERAL FUND FIRE ADMINISTRATION 53.48 PAVED STREETS 8/22/14 GAS SERVICE GENERAL FUND 8/22/14 GAS SERVICE GENERAL FUND PAVED STREETS 10.01 8/22/14 GAS SERVICE GENERAL FUND CENTER FOR ACTIVE LIVI 164.09 8/22/14 GAS SERVICE RECREATION PARK AREAS 8/22/14 GAS SERVICE PARK AREAS RECREATION 17.75 WATER 8/22/14 GAS SERVICE O-DISTR MISC 23.45 8/22/14 GAS SERVICE WATER O-DISTR MISC 4.77 MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS 8/22/14 GAS SERVICE ELECTRIC O-DISTR MISC 8/22/14 GAS SERVICE 25.06 8/22/14 GAS SERVICE ELECTRIC O-DISTR MISC 5.56 8/22/14 GAS SERVICE LIOUOR O-GEN MISC 21.38 MEMORIAL AUDITORIU MEMORIAL AUDITORIUM 8/22/14 GAS SERVICE 1,015.00 TOTAL: 1,452.03 ELECTRIC 8/22/14 CUSTOMER REBATE CUSTOMER INSTALL EXPEN MISCELLANEOUS V BAEZ LUIS OMAR BIADGILGN ABEL 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC NON-DEPARTMENTAL 25.99 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC ACCTS-RECORDS & COLLEC BIADGILGN ABEL 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC BORGELLA EDRACE NON-DEPARTMENTAL 95.27 BORGELLA EDRACE 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC ACCTS-RECORDS & COLLEC 8/22/14 CUSTOMER REBATE ELECTRIC CUSTOMER INSTALL EXPEN CASTANEDA EDDICA OR 50 00 CASTANEDA EDDICA OR 0/22/14 COSTOLINI NILLIA CHANDRASEKHARAN NIRMAL 8/22/14 REFUND OF DEPOSITS-ACCTS F WATER NON-DEPARTMENTAL 40 17 CHANDRASEKHARAN NIRMAL 8/22/14 REFUND OF DEPOSITS-ACCTS F WATER ACCTS-RECORDS & COLLEC 0.03 CHANDRASEKHARAN NIRMAL 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC NON-DEPARTMENTAL 95.00 CHANDRASEKHARAN NIRMAL 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC ACCTS-RECORDS & COLLEC 0.06 EGGERS KELLY 8/22/14 CUSTOMER REBATE ELECTRIC CUSTOMER INSTALL EXPEN 50.00 8/22/14 CUSTOMER REBATE CUSTOMER INSTALL EXPEN JANKE IRENE ELECTRIC 8/22/14 OPEN HOUSE PERFORMANCE GENERAL FUND CENTER FOR ACTIVE LIVI 50 00 KETTEL BILL 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC KOCH EVAN M NON-DEPARTMENTAL 52.75 KOCH EVAN M 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC ACCTS-RECORDS & COLLEC 8/22/14 CUSTOMER REBATES ELECTRIC CUSTOMER INSTALL EXPEN 0.06 KRUSE DARYL LING VERLA AND TAMMY 8/22/14 APPRAISAL FEE REIMBURSEMEN IMPROVEMENT CONST TH 59 N IMPROVEMENTS 5,000.00 MAURICIO GARCIA THERES 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC NON-DEPARTMENTAL 15.70 MAURICIO GARCIA THERES 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC ACCTS-RECORDS & COLLEC 0.02 CUSTOMER INSTALL EXPEN MILLER ALAN AND CAROL 8/22/14 CUSTOMER REBATE ELECTRIC
OBERLOH SCOTT & MARY 8/22/14 CUSTOMER REBATES ELECTRIC
PERSING BARB & GLEN 8/22/14 CUSTOMER REBATES ELECTRIC 150 00 CUSTOMER INSTALL EXPEN CUSTOMER INSTALL EXPEN 75.00 8/22/14 OLSON CAMPGROUND REFUND GENERAL FUND NON-DEPARTMENTAL PUDENZ LESTER 0.07 8/22/14 OLSON CAMPGROUND REFUND RECREATION NON-DEPARTMENTAL PUDENZ LESTER 46.21 PUDENZ LESTER NON-DEPARTMENTAL 8/22/14 OLSON CAMPGROUND REFUND RECREATION NON-DEPARTMENTAL 8/22/14 OLSON CAMPGROUND REFUND TOURISM PROMOTION NON-DEPARTMENTAL 3.40 PUDENZ LESTER PUDENZ LESTER
RADLOFF BETH & REG 8/22/14 CUSTOMER REBATE ELECTRIC CUSTOMER INSTALL EXPEN RODRIGUEZ CALL.
SOUTHIPHONG THONE RODRIGUEZ CATALINA 8/22/14 CUSTOMER REBATE ELECTRIC CUSTOMER INSTALL EXPEN 10.00 8/22/14 CUSTOMER REDGIE
8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC NON-DEPARTMENTAL 137.64 ACCTS-RECORDS & COLLEC 8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC 0.27

8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC

8/22/14 REFUND OF DEPOSITS-ACCTS F ELECTRIC

SUN MENGJIAO

SUN MENGJIAO

NON-DEPARTMENTAL

ACCTS-RECORDS & COLLEC

85.09

0.03

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VENDOR SORT KEY	DATE	DESCRIPTION	ON	FUND	DEPARTMENT	AMOUNT_
					TOTAL:	6,494.22
MORRIS ELECTRONICS INC	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	26.25
	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	26.25
		TECHNICAL		WATER	ACCTS-RECORDS & COLLEC	8.75
	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	21.88
	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	37.49
	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	317.50
	8/22/14	TECHNICAL	SUPPORT	WATER	ACCTS-RECORDS & COLLEC	26.25
	8/22/14	TECHNICAL	SUPPORT	MUNICIPAL WASTEW	AT ACCT-RECORDS & COLLECT	26.25
	8/22/14	TECHNICAL	SUPPORT	MUNICIPAL WASTEW	AT ACCT-RECORDS & COLLECT	26.25
	8/22/14	TECHNICAL	SUPPORT	MUNICIPAL WASTEW	AT ACCT-RECORDS & COLLECT	8.75
	8/22/14	TECHNICAL	SUPPORT	MUNICIPAL WASTEW	AT ACCT-RECORDS & COLLECT	21.87
	8/22/14	TECHNICAL	SUPPORT	MUNICIPAL WASTEW	AT ACCT-RECORDS & COLLECT	37.49
		TECHNICAL			AT ACCT-RECORDS & COLLECT	
	8/22/14	TECHNICAL	SUPPORT		AT ACCT-RECORDS & COLLECT	26.25
			SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	52.50
		TECHNICAL		ELECTRIC	ACCTS-RECORDS & COLLEC	52.50
		TECHNICAL		ELECTRIC	ACCTS-RECORDS & COLLEC	17.50
			SUPPORT		ACCTS-RECORDS & COLLEC	
	-, ,		SUPPORT	ELECTRIC ELECTRIC	ACCTS-RECORDS & COLLEC	74.97
			SUPPORT		ACCTS-RECORDS & COLLEC	
	8/22/14	TECHNICAL	SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	52.50_
					TOTAL:	1,857.45
MTI DISTRIBUTING INC	8/22/14	MOWER PART	TS	RECREATION	PARK AREAS	435.48_
					TOTAL:	435.48
NAGEL, JACOBA	8/22/14	ELECTION 3	JUDGE	GENERAL FUND		144.00_
					TOTAL:	144.00
NATIONAL SEALANT & CONCRETE LLC	8/22/14	OXFORD ST	CONCRETE JOIN	T C IMPROVEMENT CONS	T NON-DEPARTMENTAL	500.00
					TOTAL:	500.00
NEREM ROSIE	8/22/14	ELECTION 3	JUDGE	GENERAL FUND	ELECTIONS	157.50_
					TOTAL:	157.50
NEWPORT LABORATORIES, INC	8/22/14	CUSTOMER I	REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00_
					TOTAL:	10.00
NICOLE KEMPEMA'S CLEANING AND ORGANIZI	8/22/14	CLEANING 8	8/8	MEMORIAL AUDITOR	IU MEMORIAL AUDITORIUM	75.00_
					TOTAL:	75.00
NOBLES COOPERATIVE ELECTRIC	8/22/14	ELECTRIC S	SERVICE	GENERAL FUND	SECURITY CENTER SECURITY CENTER	8.22
	8/22/14	ELECTRIC S	SERVICE	GENERAL FUND	SECURITY CENTER	8.21
	8/22/14	ELECTRIC S	SERVICE	RECREATION	GOLF COURSE-CLUBHOUSE	564.77
	8/22/14	ELECTRIC S	SERVICE	RECREATION	GOLF COURSE-GREEN	41.45
	8/22/14	ELECTRIC S	SERVICE	RECREATION	GOLF COURSE-GREEN	1,170.84
	8/22/14	ELECTRIC S	SERVICE	RECREATION	GOLF COURSE-GREEN	338.11
		ELECTRIC S		WATER	O-PUMPING	15.00
	8/22/14	ELECTRIC S	SERVICE	WATER	O-PUMPING	15.00
	8/22/14	ELECTRIC S	SERVICE	INDUSTRIAL WASTE	WA O-PURIFY MISC	100.00
	8/22/14	ELECTRIC S	SERVICE	AIRPORT	O-GEN MISC	38.94_
					TOTAL:	2,300.54

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/22/14	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	149.32
		LEASE PAYMENT UTILITIES		ADMIN RENT	298.64
		LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT		119.45
		LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT		238.91
		LEASE PAYMENT UTILITIES		O-DISTR RENTS	716.73
		LEASE PAYMENT UTILITIES		ADMIN RENT	1,463.31
	0/22/11	BBNOB INTERNI OTIBITIBO	BBBCIRIC	TOTAL:	45,061.36
NOBLES COUNTY LANDFILL	8/22/14	STREET SWEEPINGS	STORM WATER MANAGE	STREET CLEANING	4,764.30
	0,22,11	OTTO OTTO OTTO OTTO OTTO OTTO OTTO OTT	010101 11111111111111111111111111111111	TOTAL:	4,764.30
NORTH IOWA K-9	8/22/14	NARCOTIC DETECTION DOG DEP	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	2,500.00
				TOTAL:	2,500.00
PAUSTIS & SONS	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL	502.00
	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL	112.00
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	8.75
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	2.25_
				TOTAL:	625.00
PEPSI COLA BOTTLING CO	8/22/14	MIX	LIQUOR	NON-DEPARTMENTAL	204.85
	8/22/14	MIX	LIQUOR	NON-DEPARTMENTAL	108.00_
				TOTAL:	312.85
PHILLIPS WINE & SPIRITS INC	8/22/14	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,241.62
	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL	760.35
	8/22/14	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,683.21
	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL	110.40
	8/22/14	BEER	LIQUOR	NON-DEPARTMENTAL	26.00
	8/22/14	LIQUOR	LIQUOR	NON-DEPARTMENTAL	101.00-
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	125.19
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	23.24
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	62.67
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	4.98
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC	1.66-
				TOTAL:	10,935.00
PRAIRIESONS INC	8/22/14	FIRE SPRINKLER/ALARM INSPE	GENERAL FUND	CENTER FOR ACTIVE LIVI	175.00
	8/22/14	A/C SERVICE CALL-LABOR ONL	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,240.00
				TOTAL:	1,415.00
RDJ SPECIALTIES INC	8/22/14	FIRE SAFETY PROMOTIONAL IT	GENERAL FUND	FIRE ADMINISTRATION	728.57
				TOTAL:	728.57
REEVES KELLY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	157.50_
				TOTAL:	157.50
REKER KATHY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	130.50_
				TOTAL:	130.50
RUNNINGS SUPPLY INC-ACCT#9502440	8/22/14	WORK BOOTS	WATER	O-DISTR MISC	89.99
	8/22/14	SUPPLIES	WATER	O-DISTR MISC	2.61_
				TOTAL:	92.60
SCHILLING, BECKY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	72.00_ 72.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SCHWALBACH ACE #6067	8/22/14	BATTERIES-CRANE REMOTE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.99
	8/22/14	QUIKRETE FOR MH REPAIR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	12.98
	8/22/14	QUIKRETE FOR MH REPAIR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	19.47_
				TOTAL:	51.44
SOUTHERN WINE & SPIRITS OF MINNESOTA	8/22/14	WINE	LIQUOR	NON-DEPARTMENTAL	285.55
	8/22/14		-	NON-DEPARTMENTAL	6,925.63
	8/22/14		~	NON-DEPARTMENTAL	32.50
			-	NON-DEPARTMENTAL	411.16
			-	O-SOURCE MISC	93.55
				O-SOURCE MISC	1.85
	8/22/14	FREIGHT	LIQUOR	O-SOURCE MISC TOTAL:	10.48_ 7,760.72
SOUTHWESTERN MENTAL HEALTH CENTER INC	8/22/14	FAD SESSIONS	GENERAL FUND	OTHER GEN GOVT MISC	107.59
JOOTHWESTERN MENTAL HEALTH CENTER INC		EAP SESSIONS		GOLF COURSE-GREEN	2.24
		EAP SESSIONS		PARK AREAS	8.97
		EAP SESSIONS	WATER	EMPLOYEE PENS & BENEFI	13.45
		EAP SESSIONS	MUNICIPAL WASTEWAT		17.93
				EMPLOYEE PENS & BENEFI	26.90
				O-GEN MISC	6.72
				O-GEN MISC	6.72
	8/22/14	EAP SESSIONS	DATA PROCESSING	DATA PROCESSING	4.48
				TOTAL:	195.00
STUART C IRBY CO	8/22/14	SECONDARY 600 V WIRE	ELECTRIC	FA DISTR UNDRGRND COND	1,110.22
	8/22/14	SECONDARY 600 V WIRE	ELECTRIC	FA DISTR UNDRGRND COND	1,388.82
	8/22/14	SECONDARY 600 V WIRE	ELECTRIC	FA DISTR UNDRGRND COND TOTAL:	618.47_ 3,117.51
PATE, GINNY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	148.50_ 148.50
THOMSON REUTERS - WEST	8/22/14	JULY CLEAR	GENERAL FUND	SECURITY CENTER	73.42
	8/22/14	JULY CLEAR	GENERAL FUND	SECURITY CENTER	73.41
				TOTAL:	146.83
TKE CORP	8/22/14	CAL ELEVATOR QUARTERLY SER	GENERAL FUND	CENTER FOR ACTIVE LIVI	360.00_
				TOTAL:	360.00
TRI-STATE RENTAL CENTER	8/22/14	CAUTION TAPE	GENERAL FUND	PAVED STREETS	25.90_
				TOTAL:	25.90
VERBRUGGE VERN	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS	132.75_
				TOTAL:	132.75
VERIZON WIRELESS	8/22/14	WIRELESS DATA LINES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	61.29
	8/22/14	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.29
	8/22/14	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	50.39
		MONTHLY WIRELESS SERVICE		O-DISTR MISC	33.29
		MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.29
	8/22/14	MONTHLY WIRELESS SERVICE			38.29
	8/22/14 8/22/14	MONTHLY WIRELESS SERVICE MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	33.29
	8/22/14 8/22/14 8/22/14	MONTHLY WIRELESS SERVICE MONTHLY WIRELESS SERVICE MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT ELECTRIC	O-PURIFY SUPERVISION O-DISTR SUPER & ENG	33.29 38.29
	8/22/14 8/22/14 8/22/14 8/22/14	MONTHLY WIRELESS SERVICE MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT ELECTRIC ELECTRIC	O-PURIFY SUPERVISION	33.29

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
		MONTHLY WIRELESS SERVICE MONTHLY WIRELESS SERVICE		ADMIN OFFICE SUPPLIES ACCTS-METER READING TOTAL:	50.39 38.29_ 498.78
VINOCOPIA INC	8/22/14 8/22/14	LIQUOR FREIGHT		NON-DEPARTMENTAL O-SOURCE MISC TOTAL:	480.00 17.50_ 497.50
WAL MART BUSINESS/GECRB		BLEACH, CLEANING SUPPLIES BLACK CARTRIDGE		CENTER FOR ACTIVE LIVI CENTER FOR ACTIVE LIVI TOTAL:	15.98 12.97_ 28.95
MONTE WALKER	8/22/14	DRU INSTALLS	ELECTRIC	FA DISTR METERS TOTAL:	258.14_ 258.14
WEITGENANT ROSE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	153.00_ 153.00
WIEME SHIRLEY	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	148.50_ 148.50
WIESE CAROLE	8/22/14	ELECTION JUDGE	GENERAL FUND	ELECTIONS TOTAL:	81.00_ 81.00
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT		LIQUOR FREIGHT	LIQUOR LIQUOR	NON-DEPARTMENTAL O-SOURCE MISC TOTAL:	5,518.48 84.17_ 5,602.65
WORTHINGTON ELECTRIC INC	8/22/14	SERVICE CALL DRU INSTALL DRU INSTALL		M-DISTR UNDERGRND LINE FA DISTR METERS FA DISTR METERS TOTAL:	48.00 81.02 72.98_ 202.00
WORTHINGTON EXCAVATING LLC	8/22/14	27TH STREET GRAVEL	GENERAL FUND	PAVED STREETS TOTAL:	864.00_ 864.00
WORTHINGTON FOOTWEAR	8/22/14	STEEL TOED BOOTS	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	168.00_ 168.00
WORTHINGTON POSTMASTER	8/22/14	POST DUE ACCOUNT REFILL	ELECTRIC	ADMIN OFFICE SUPPLIES TOTAL:	34.16_ 34.16
WORTHINGTON REGIONAL ECON DEV CORP	8/22/14	3RD QTR STAKEHOLDER DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO TOTAL:	20,750.00_ 20,750.00
YMCA	8/22/14	2014 CONTRACT PAYMENT	RECREATION	RECREATION PROGRAMS TOTAL:	3,750.00_ 3,750.00
ZEP SALES & SERVICE	8/22/14	CELANING SUPPLIES	ELECTRIC	O-DISTR MISC TOTAL:	214.33_ 214.33
ZIMCO SUPPLY CO	8/22/14	FLEX STAKES FOR FAIRWAYS	RECREATION	GOLF COURSE-GREEN TOTAL:	254.33_ 254.33

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT

====== FUND TOTALS	=======================================
GENERAL FUND	62,905.44
PD TASK FORCE	2,625.29
RECREATION	13,356.90
ECONOMIC DEV AUTHORITY	21,836.88
IMPROVEMENT CONST	12,720.52
WATER	128,786.77
MUNICIPAL WASTEWATER	24,312.73
ELECTRIC	10,464.04
INDUSTRIAL WASTEWATER	65,725.87
STORM WATER MANAGEMENT	5,530.68
LIQUOR	72,056.75
AIRPORT	6,285.20
MEMORIAL AUDITORIUM	1,494.82
DATA PROCESSING	1,082.31
TOURISM PROMOTION	1.32
GRAND TOTAL:	429,185.52
	MUNICIPAL WASTEWATER ELECTRIC INDUSTRIAL WASTEWATER STORM WATER MANAGEMENT LIQUOR AIRPORT MEMORIAL AUDITORIUM DATA PROCESSING TOURISM PROMOTION

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