

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, October 12, 2015

City Hall Council Chambers

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. PUBLIC HEARING - PROPOSED ASSESSMENTS - ENGINEERING CASE ITEM 1 (BLUE)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- D. AGENDA ADDITIONS/CHANGES AND CLOSURE**
 - 1. Additions/Changes
 - 2. Closure
- E. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES
 - a. City Council Minutes of Regular Meeting September 28, 2015
 - b. City Council Minutes of Special Meeting, October 7, 2015
 - 2. MINUTES OF BOARDS AND COMMISSIONS
 - a. Water & Light Commission Minutes of October 5, 2015
 - b. NEON Committee Minutes of September 10, 2015
 - c. Public Arts Commission Minutes of September 10, 2015
 - 3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item

- 1. Renewal of Lutheran Social Service Senior Nutrition Program Site Use Agreement for 2016

4. **BILLS PAYABLE**

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

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY

Case Items

1. Consideration of a Resolution Authorizing Execution of Agreement Between the City of Worthington and the Minnesota Bureau of Criminal Apprehension

G. CITY COUNCIL BUSINESS - PUBLIC WORKS

Case Items

1. Land Acquisition for New Neighborhood Park
2. Adopt Resolutions Accepting Park Bench Donations

H. CITY COUNCIL BUSINESS - ENGINEERING

Case Items

2. Receive Report and Order Hearing on Grand Avenue Street and Sidewalk Extension

I. COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle
2. Council Member Nelson
3. Council Member Graber
4. Council Member Janssen
5. Council Member Harmon
6. Council Member Sankey

J. CITY ADMINISTRATOR REPORT

K. CLOSED SESSION UNDER MN STAT § 13D.05, SUBD. 3(B) - ATTORNEY-CLIENT PRIVILEGE - SINGH LODGING, INC., D/B/A SUPER 8 MOTEL, WORTHINGTON, MN AND KABAL VIRK VS. CITY OF WORTHINGTON -

ADMINISTRATION CASE ITEM 1 (WHITE)

1. Motion to Close Meeting
2. Discussion
3. Motion to Re-Open Meeting

L. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, SEPTEMBER 28, 2015**

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Scott Nelson, Diane Graber, Larry Janssen, Mike Harmon, Rod Sankey. Honorary Council Member: Amy Ernst.

Staff present: Steve Robinson, City Administrator; Dwayne Haffield, Director of Engineering; Brad Chapulis, Director of Community/Economic Development; Tammy Mackram, Memorial Auditorium Manager; Janice Oberloh, City Clerk.

Others present: Sheila Smith, Minnesota Citizens for the Arts; Justin Holzapfel, Nobles County Speedway; Eric Parrish; Rick Goodeman, SWMnHP; Justine Wettschreck, KWOA; Kristin Kirtz, Daily Globe.

The Pledge of Allegiance was recited.

HONORARY COUNCIL MEMBER

Mayor Kuhle welcomed Amy Ernst as the Honorary Council Member for the months of September, October and November, 2015.

AGENDA CLOSED/APPROVED - CHANGE IN ORDER

Staff requested that Administrative Item E.3 *Application for On-Sale Beer License, Nobles County Speedway* be taken out of order to accommodate the applicant in attendance.

The motion was made by Council Member Graber, seconded by Council Member Sankey and unanimously carried to close/approve the agenda with the requested change in order.

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting September 14, 2015
- Minutes of Boards and Commissions - Water and Light Commission Minutes of Regular Meeting September 8, 2015; Worthington Economic Development Authority Minutes of September 14, 2015; Center for Active Living Committee Minutes of September 14, 2015; Heron Lake Watershed District Minutes of July 21 2015
- Municipal Liquor Income Statement - January 1, 2015 through August 31, 2015
- Bills Payable and totaling \$936,410.93 be ordered paid

APPLICATION FOR ON-SALE BEER LICENSE APPROVED - NOBLES COUNTY SPEEDWAY, LLC

The motion was made by Council Member Graber, seconded by Council Member Nelson and unanimously carried to approve a new on-sale beer license from Nobles County Speedway, Justin Holzapfel - license period October 1 - 31, 2015 due to end of the season.

PRESENTATION - MINNESOTA CITIZENS FOR THE ARTS

Sheila Smith, Executive Director for the Minnesota Citizens for the Arts, provided a power point presentation regarding the economic impact of the arts in our region and the state. The presentation noted the following:

- 117,937 attendees served annually in our region
- \$7.3 million impact to our region
- 208 full-time jobs supported
- 48% of the attendees have an annual income of less than \$60,000
- 27% of the attendees are non-local - the highest in the state

Ms. Smith, along with Eric Parrish, spoke of the grants that are available and of grant awards in our area.

Council thanked Ms. Smith for her information.

PREPARATION OF MALL DEVELOPMENT AGREEMENT AUTHORIZED

Staff was requesting Council authorization to have Dorsey and Whitney, the City's bond counsel, to prepare two development agreements for the mall redevelopment project based on two options. Option one is to provide a general obligation bond for an amount supported by tax increments of the proposed development. All of the project information that has been requested would need to be submitted prior to any consideration of the TIF bond, and this option would also mean the City would be obligated to repayment of the bond regardless of the speed or completion of the project.

Option two would be to provide a pay-as-you-go TIF for approximately \$10M or 20 years, whichever occurs first. This type of funding would be based solely on the developer's progress and is not paid out until the taxes have been collected on the buildings that have been constructed - the City assumes little or no risk. Eligible components include site clearing, site development, and demolition of buildings, demolition of the parking lot.

Honorary Council Member Amy Ernst questioned why there was a difference between the square footage of the project site plan supplied by the developer and the square footage determined by the City and the County Assessor. Steve Robinson, City Administrator, responded that they have not yet received a response to that question from the developer.

Council will be asked to choose one of the development agreements at a later date.

The motion was made by Council Member Harmon, seconded by Council Member Sankey and unanimously carried to authorize the City's bond counsel to prepare two versions of a development agreement for the mall project.

NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE RE-APPOINTMENT APPROVED

The motion was made by Council Member Graber, seconded by Council Member Sankey and unanimously carried to approve the Nominating Committee's recommendation for the following committee reappointment as presented:

Memorial Auditorium Advisory Board - Reappoint Steve Woitalewicz to a three-year term, term to expire July 31, 2018

RESOLUTION ADOPTED AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

At their September 14, 2015 meeting, Council authorized execution of a grant agreement for the Taxiway C project, although the FAA had not been able to offer/provide the grant agreement at that time. Authorization to execute was required prior to receipt of the grant offer because a grant agreement would need to be executed immediately if received. The grant offer was received and executed on September 17th and returned to the FAA. MnDOT has now provided the grant agreement between the City and MnDOT, which establishes that MnDOT will disburse the federal funds to the City and provide additional funding for 5% of project costs. Estimated project and budget funding is as follows:

	<u>Current Estimate</u>	<u>2015 Budget</u>
Total Project Cost:	\$1,112,536	\$1,320,843
Total FAA Share (90%):	\$1,001,282	\$1,188,759
Total State Share(5%):	\$55,627	-
Total Local Share (5%):	\$55,627	\$132,084

In response to a question from Council regarding the difference between the current estimate for local share and the 2015 budget amount for local share, Mr. Haffield said the budget included the total 10% of the project amount that is due for local share as we weren't certain of getting the state contribution (5%) of the local share, and the project estimates were coming in better than budgeted for.

The motion was made by Council Member Sankey, seconded by Council Member Nelson and unanimously carried to adopt the following resolution authorizing execution of the MnDOT grant agreement:

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. 1001636, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A5301-79 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.

PLANS APPROVED FOR BIOSCIENCE DRIVE STREET AND STORM SEWER EXTENSIONS WITH AUTHORIZATION TO ADVERTISE FOR BIDS

At their August 24, 2015 meeting, Council approved a financing plan and authorized the professional services required for the extension of BioScience Drive from TH 59 through County Ditch 12. Dwayne Haffield, Director of Engineering, said the financing plan established that the street extension and related storm sewer improvement would temporarily be funded from the hospital sale proceeds set aside for economic development. The funds would be replenished from the sale of the two properties abutting the initial street extension and the property abutting 27th Street at TH 59. The sanitary sewer will come in next year and will be an assessable project.

Bolton and Menk has completed the plans for the street and storm sewer extensions. Current estimated project cost, including engineering and contingencies for these improvements, is just under the \$660,000 presented to Council for approval of the street and storm sewer financing plan. The street extension pavement will be concrete and will include a left turn lane at TH 59. The plans also include a filtration basin to be constructed north of BioScience Drive in the lowest area adjacent to TH 59. Mr. Haffield said it is anticipated that storm sewer work will be completed this year, subject to weather, and the pavement work will commence next year.

The motion was made by Council Member Sankey, seconded by Council Member Nelson and unanimously carried to approve the plans for the BioScience Drive Street and Storm Sewer Extensions project, and authorize advertising for bids to be received on October 23, 2015 and considered at the October 26th Council meeting.

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - Nothing to report.

Council Member Nelson - Attended a Park Board meeting - a local business wants to install a marina on the lake with six boat lifts to start with - all private funding - it will come to Council eventually. There was \$10,000 in the 2015 budget for 50 amp circuitry upgrades to Olson Park campsites - they did not all get completed. An additional \$12,000 was added to the 2016 budget which will upgrade 15 more sites to 50 amp. They discussed upgrades to the Beach Nook - Council may want to schedule a special meeting this winter to talk about a few of these things. The HRA project is pretty much done, with 31 or 32 units rented - still 16 or 17 available. There has been one small change order, \$3500, regarding runoff to the pond. Some siding issues, and they had a change order for water softeners, there has been some requests for them so they have a contract and will slowly be installing them over the next few months. Their next meeting is October 13th.

Council Member Graber - Memorial Auditorium Advisory Board - there will be a public discussion regarding the \$3M in funding that the Southwest Housing received for art development. Changes in membership - chair person Matt Oleske resigned from the Board, we'll need to look for someone to replace him - reminder to go to "Groucho" tomorrow night. Tammy was elected to the Minnesota Directors of Theaters Board - quite an honor. The Advisory Board is looking at a possible \$5,000 grant for sound and lighting. Growth in partnerships is affecting the use of the auditorium, it's growing. Chamber of Commerce retreat is November 10th and CVB meeting is tomorrow.

Council Member Janssen - No meeting to report but noted he was leaving for Cuero next week to represent the City at Cuero's Turkeyfest.

Council Member Harmon - Water and Light Commission meeting was cancelled due to lack of activity. Golf Course meeting was the day after. Center for Active living has its activity week this week - it was in the paper. Pickleball is Wednesday, street will be closed, and the theater and barbeque is Saturday.

Council Member Sankey - Missed the Heron Lake Watershed District meeting as he had a conflict. Met September 24th with Finn Engineering - a gentleman from CCG was there, they handle financing and other items we have to have. September 28th attended a Blandin Foundation meeting - grant applications are due December 1st - a possibility that the BAC will be wired. Wi-fi for Olson Park was also discussed, along with other projects. Social Media Breakfast, the next meetings will be October 7th through April 6th, a cost of \$12 to attend all the monthly meetings - BenLee's, registration at 7:45 a.m.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, reported that September 18th he and Brad met with Congressman Walz's Chief of Staff regarding local housing problems and the role that Congress may play - they felt it was a productive meeting. Health insurance renewal rates were received and came in as budgeted. Last week an engineer hired by the City was at the airport to begin an investigation as to why the sprinkler system fell from the ceiling - we'll be seeing a report on that in the coming

weeks. He was there to determine if there was a design or installation problem. Also - reminded Council of the open house tomorrow afternoon at Purnet from 4 to 5:30.

ADJOURNMENT

The motion was made by Council Member Sankey, seconded by Council Member Janssen and unanimously carried to adjourn the meeting at 8:05 p.m.

Janice Oberloh, MCMC
City Clerk

**WORTHINGTON CITY COUNCIL/PLANNING COMMISSION
JOINT MEETING-WORK SESSION, OCTOBER 7, 2015**

Mayor Mike Kuhle called the work session to order at 6:00 p.m. in City Hall Council Chambers with the following members present:

City Council - Rod Sankey, Scott Nelson, Mike Harmon, Larry Janssen.
Planning Commission - Bob Bristow, Ken Moser, Amy Woitalewicz.

Staff present - Brad Chapulis, Director of Community/Economic Development, Steve Robinson, City Administrator, Mindy Eggers, Assistant City Clerk.

Others present: Andrew Dresdner, Cunningham Group, Tom Leighton, Tangible Consulting Services, Kristin Kirtz, Daily Globe.

Members Absent: City Council - Diane Graber.
Planning Commission - Ethan Bates, Chad Nixon, Kelly Meyer.

OXFORD STREET REDEVELOPMENT COMMITTEE PRESENTATION & DISCUSSION

Andrew Dresdner, Cunningham Group and Tom Leighton, Tangible Consulting Services were in attendance to present the Oxford Street Redevelopment Plan. Mr. Dresdner presented the development plan explaining that there are four goals and seven strategies in the proposed plan that has a vision of making the areas of Oxford Street and Humiston Avenue a more livable and functional area.

The seven strategies are as follows:

1. Develop shopping areas that meet the needs of the community.
2. Update streets to be safe and attractive for all users.
3. Provide safe access and improved connectivity to businesses.
4. Introduce parks and trails that are functional, safe, and maintainable.
5. Introduce new housing in logical places.
6. Facilitate redevelopment by extending critical streets.
7. Improve design standards and development review process that result in community pride and give businesses a competitive edge.

Mr. Dresdner noted the plan would take time and patience to implement but is very achievable and will require planning that will increase investor confidence. Mr. Leighton explained that through the data he has accumulated, Worthington has a strong economy and can support the proposed development as the City is growing when compared to comparable cities in the area along with having a relatively young population that can support this kind of redevelopment.

Council and Planning Commission members agreed that implementing design standards will be helpful as the City moves forward with future development. Brad Chapulis, Director of Community/

Economic Development stated that the city can move forward with the implementation of new design standards any time as the process will take anywhere from six months to a year.

Mr. Chapulis noted that the Planning Commission will have the final plan for consideration at the November 3rd Planning Commission meeting and if recommended it would then move forward to the City Council for adoption at the November 9th City Council meeting.

ADJOURNMENT

The motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to adjourn the meeting at 7:35 p.m.

Mindy Eggers, MCMC
Assistant City Clerk

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING OCTOBER 5, 2015

The regular meeting of the Water and Light Commission was called to order in the Worthington Public Utilities Conference Room at 3:00 P.M. by President Randy Thompson with the following members present: Gary Hoffmann, Aaron Hagen and Michael Harmon. Absent was James Elsing (excused).

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

CONSENT AGENDA APPROVED

A motion was made by Commissioner Hoffmann, seconded by Commissioner Harmon and unanimously carried to approve the consent agenda as follows:

- Water and Light Commission minutes of the regular meeting held on September 8, 2015
- Staff reports for August 2015
- Utility bills payable totaling \$294,726.09 for September 11, September 18, September 25 and October 2, 2015

FINANCIAL STATEMENTS

A motion was made by Commissioner Harmon, seconded by Commissioner Hoffmann and unanimously carried to accept the financial statements for August 2015.

WELL LEVEL UPDATE

Scott Hain, General Manager, provided the Commission with an update on the well static levels at the Lake Bella well field.

2016 BUDGET SCHEDULE

Scott Hain, General Manager, discussed the anticipated schedule for the preparation and consideration of the 2016 Electric, Water and Wastewater budgets.

MISSOURI RIVER ENERGY SERVICES MUNICIPAL POWER LEADERSHIP ACADEMY

Commissioner Harmon provided a verbal report on the Missouri River Energy Services Municipal Power Leadership Academy that he and Commissioner Elsing attended on September 16-17 in Sioux Falls.

AMERICAN PUBLIC POWER ASSOCIATION 2016 LEGISLATIVE RALLY

Scott Hain, General Manager, reported that the American Public Power Association 2016 legislative rally will be held March 7-9, 2016, at the Grand Hyatt in Washington, D.C. Discussion was held on attending the rally.

MISSOURI RIVER ENERGY SERVICES VIDEO BOARD REPORT

Scott Hain, General Manager, reported that Missouri River Energy Services (MRES) staff has begun producing short video reports on topics of discussion held at the monthly MRES Board of Directors' meetings. The videos will be produced in an effort to keep the MRES membership better informed. The Commission viewed the video produced following the September Board meeting.

GENERAL MANAGER ANNUAL PERFORMANCE EVALUATION

A motion was made by Commissioner Harmon, seconded by Commissioner Hoffmann and unanimously carried to close the meeting at 4:37 p.m. under Minnesota Statute 13D.05, Subdivision 3 (a) to discuss the General Manager's annual performance evaluation.

A motion was made by Commissioner Hagen, seconded by Commissioner Harmon and unanimously carried to come out of closed session at 5:20 p.m.

ADJOURNMENT

A motion was made by Commissioner Hagen, seconded by Commissioner Hoffmann and unanimously carried to adjourn the meeting at 5:21 P.M. President Thompson declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

NEON Minutes

September 10, 2015, Biotechnology Advancement Center

Meeting began with the Pledge of Allegiance and Commissioner Matt Widboom presided over the meeting. Item 5 Feasibility Study Update was moved to the beginning of the agenda. Introductions were made; Representative Joe Schomacker was in attendance, Representative Rod Hamilton joined the discussion later in the meeting by phone and Senator Bill Weber was unable to participate.

Feasibility Study Update:

1. Commissioner Gene Metz provided updates on the Broadband Border to Border project for Feasibility.
2. Finley Engineering of Slayton MN has been selected to perform the study.
3. Options for the study included 1) 100% fiber to underserved in County; 2) fiber loop into County to serve individual sites; and 3) selection of #1 or #2, but search for a private partner.
4. Administrator Tom Johnson has put in a letter of request to private partners in hopes that there will be dollars allocated in 2016.

Legislator Update:

1. Representative Schomacker provided updates on:
 - a. The transportation bill. Commissioner Widboom shared the Resolutions passed by Nobles and Jackson Counties proposing using surplus fund for improving transportation infrastructure across Minnesota. Rep. Schomacker commented the more counties that pass this resolution, the better. Governor's Task Force said \$1.6 billion dollars needed annually.
 - b. The tax bill was not passed in 2015 and is sitting in conference committee.
 - c. Bigger bonding bill anticipated.
 - d. Broadband went back to Annandale – seeing more public/private partnership.
 - e. Wind Energy Tax on the House side.
 - f. Lewis & Clark Water System Act – need about \$21 million.
2. Representative Hamilton provided updates on:
 - a. The Health Insurance issue. Representative Schomacker was able to pass comprehensive reform pertaining to funding of nursing homes and he commended Representative Schomacker's work.
 - b. Next year is technically a bonding year, short session with bonding focus beginning in March and completion middle of May.
 - c. Last session focused on taxes and transportation – suggested to bring forth resolutions of what is supported as Legislators need guidance as it pertains to transportation.
 - d. Need direction – LGA, property tax relief, business tax relief.
 - e. Able to get additional language in for water funding – very productive.
 - f. Need guidance and direction: specify unmet needs.

Commissioner Widboom shared recent livestock expansion issues and challenges with the MPCA resulting in delayed permits. Hamilton shared that we all need to make sure individuals in Agriculture Department understand the struggles. Hamilton has given the phone number for the Dept. of Agriculture to help producers navigate through issues.

Legislative Priorities:

1. Linden Olson and John Landgaard/District 518 provided the following information:
 - a. 900+ enrollment increase in 10 years projected (on the conservative side); growth as much as school districts in greater MN – not enough space.
 - b. Design capacities for buildings: Prairie Elementary 1150 (currently house 1254), Middle School 850 (currently house 875), High School 800/860 with new addition (currently house 850), Alternative Learning Center 75-80 (currently house 120).
 - c. Online school has 158 students enrolled; K-12 began online 3 years ago. District 518 does not recruit-State advertises.

- d. Need help from a bonding bill to support structure.
 - e. Need incentives for minority teachers/students.
 - f. Reviewed key points from Vision 2030, a list of 5 items developed in a collaborative fashion to address needs to help all kids in region, not just Worthington.
2. Mark Johnson, Lincoln Pipestone Rural Water, provided information on making wellhead protection using RIM dollars a priority and directing RIM payments back to Public Utilities.

Robert Demuth Jr. announced a doodle poll will be sent out to those present for voting on legislative priorities.

Around the Table:

- Cheryl Janssen – Went out to hot spot locations with MVTV and sited specific locations. MVTV is working on a site in Leota, which will be the first placed. The hot spots should all be in place by mid-October.
- Larry Janssen/City of Worthington – Grand Ave extension and 3 new locations for Worthington signs.
- Don Linssen/Nobles County – Attended meetings regarding sentencing guidelines for sex trafficking of minors-sentencing guidelines need to be more aggressive.
- Robert Demuth Jr./Nobles County – Updated on Budgets and Union Negotiations.

The meeting adjourned.

Next Meeting:

October 8th, 5:30 – 7:00 pm
BioTechnology Advancement Center
1527 Prairie Drive, Worthington, MN 56187

WORTHINGTON PUBIC ART COMMISSION
Minutes: 5:15 p.m. – Thursday, September 10, 2015
Worthington City Council Chambers

Members present: Soon Chandaswang, Kathy Craun, Diane Graber, Gail Holinka, Antonio Madrigal, Stacy Nagel

Absent: Alice Hoffman

Guest: Tammy Makram, Memorial Auditorium

Minutes of August meeting approved with changes. Motions on two project prices were added, “included landscaping and lighting”. Graber/Nagel

A group of city representatives, Crailsheim Committee members, Axel (German builder), Kathy Craun and Gail Holinka met for lunch at the Worthington Country Club to discuss the Bridge sculpture. Axel has signed copyright agreement with City of Worthington and enthusiastically endorses the Bridge Project design. Brady and he exchanged ideas and vision for the project. Minnesota Legacy Grant information was shared with the Crailsheim group. Janice Berger hoped to ask Rosie Rogers to write a grant. Mr. Johnson donated \$2,000 to start the fund raising campaign; Mike Kuhle suggested he knew of potential donors, and Axel volunteer additional funds.

The MN SW Housing Group has been awarded a \$3 million grant through ArtPlace America. An informational meeting is scheduled for Friday, October 9, 1 p.m. at the Memorial Auditorium. It was suggested a sub-committee be formed to brainstorm project ideas from the Worthington area community, should they be asked for input. Individuals mentioned were Soom, Tammy, Gail, Tricia Mikel (Nobles County Art Center), and Mike Harmon (Council representative from Center of Active Living). Possible projects include completion of Immigrant Theatre piece done with first Rural Arts Initiative, moveable art similar to Mankato’s, and a Sculpture Walk. A boat installation representing the USS Okabena, a ship funded by Worthington War Bonds, was another suggestion. Kathy will research the ship and information regarding the Worthington connection.

Albert Eizenveltdt contacted Gail regarding his art work and art collection. He presented several years ago at the International Festival and believes Worthington would be an ideal location for his personal art collection. It was suggested that commission members check-out his work and determine if it is an appropriate match to Worthington’s goals.

A youth representative is needed for the Commission. Present members and term lengths are listed: Soon

Chandaswang – 3 years, November 2015 to November 2018

Antonio Madrigal – 3 years, November 2015 to November 2018

Alice Hoffman – 3 years, November 2014 – 2017

Stacy Nagel – 3 years, November 2014 – 2017

Kathy Craun- 3 years, November 2013 – 2016

Gail Holinka – Chairperson

Discussion continued on ways to connect with other local art organizations. It may be appropriate to have representatives from Friends of Memorial Auditorium, Nobles County Art Center and MN West arts instructors.

Meeting adjourned 6:15 p.m. Graber/Nagel

Next meeting is October 8th, 5 p.m., City Council Chambers

Respectfully submitted, Kathy Craun

ADMINISTRATIVE SERVICES MEMO

DATE: OCTOBER 7, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. RENEWAL OF LUTHERAN SOCIAL SERVICE SENIOR NUTRITION PROGRAM SITE USE AGREEMENT FOR 2016

The current Senior Nutrition Program Site Use Agreement with Lutheran Social Services for meal service at the Center for Active Living expires December 31, 2015. *Exhibit 1* is the proposed renewal agreement for 2016, which, as with the current agreement, includes a per serving day use charge of \$5 to be paid to the City on a monthly basis.

Council action is requested to approve the Senior Nutrition Program Site Use Agreement Lutheran Social Services for 2016.

CASE ITEMS

1. CLOSED SESSION UNDER MN STAT § 13D.05, SUBD. 3(B) - ATTORNEY-CLIENT PRIVILEGE - SINGH LODGING, INC., D/B/A SUPER 8 MOTEL, WORTHINGTON, MN AND KABAL VIRK VS. CITY OF WORTHINGTON

Dan Kurtz, Defense Attorney with the League of Minnesota Cities, will be present at the meeting to discuss the recent Court ruling on the Singh Lodging (Super 8 Motel) v. City of Worthington claim. Mr. Kurtz will be seeking Council's thoughts on how to proceed following the Court's ruling. Additional information will be provided to Council under separate cover.

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2016**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in Worthington.

This agreement made this ____ day of _____ 2015, by and between Worthington Center of Active Living,
hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the Worthington Center of Active Living.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Worthington, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Worthington, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Nutrition Program agrees to pay a yearly fee of \$5 per serving day, to help offset the costs of operation. Payment will be made on a monthly basis.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2016 to December 31, 2016, to be used as a nutrition site for seniors on the following days/evenings: M - F mid day meals.

XII. Other: All copies made will be billed at .10¢ per copy and will be included in the monthly billing. Other office supplies will also be billed out and included as accrued.

XIII. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age _____% and over 60 year of age _____%.

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

Senior Program Director Date
715 North 11th Street, Suite #401C
Moorhead, MN 56560
218.233.7521
monica.douglas@lssmn.org

Signature Date

Print Name

Address

Phone

Fax

E-mail

PUBLIC SAFETY MEMO

DATE: OCTOBER 8, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. CONSIDERATION OF A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION

As part of normal operations, the City of Worthington Police Department and Nobles County Sheriff's Office utilize a Records Management System (RMS), a Computer-Aided Dispatch system (CAD) and a mobile computing system. These systems require additional services from the State of MN through the Bureau of Criminal Apprehension (BCA). The BCA hosts the Criminal Justice Data Network (CJDN) through which computer interface is made between the State of Minnesota and law enforcement agencies. The State of MN requires a Joint Powers Agreement (JPA) with local agencies, which must be renewed every five years.

The JPA, *Exhibit 1*, allows our agency continued access to CJDN and other services offered by the BCA related to computer interface with the State of Minnesota.

The Court Data Services JPA Subscriber Amendment, *Exhibit 2*, identifies and implements user obligations associated with the court system.

The Worthington Police Department is requesting a resolution from Council authorizing Troy Appel, Public Safety Director to execute this agreement on behalf of the City of Worthington.

Staff recommends approval. Council action is requested to adopt the proposed resolution shown in *Exhibit 3*.

Proposed Motion: Move to adopt resolution authorizing Agreement with the Minnesota Bureau of Criminal Apprehension.

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

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

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

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

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

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

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

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

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

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Troy Appel, Public Safety Director, Prairie Justice Center, 1530 Airport Road, Suite 300, Worthington, MN 56187, (507) 295-5400, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 100695, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

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

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

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

11. [reserved]

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

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

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

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

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

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

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

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

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

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

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WORTHINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Worthington on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Worthington, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Worthington on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Public Safety Director Troy Appel, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Attorney Mark Shepherd, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Mike Kuhle, the Mayor for the City of Worthington, and Janice Oberloh, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, ____.

(SEAL)

CITY OF WORTHINGTON

By: [Mike Kuhle]
Its Mayor

ATTEST: _____
By: [Janice Oberloh]
Its City Clerk

PUBLIC WORKS MEMO

DATE: OCTOBER 7, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS**1. LAND ACQUISITION FOR NEW NEIGHBORHOOD PARK**

Members of the American Reformed Church have approached the City offering to sell a portion of their property for the sole purpose of establishing a new neighborhood park. The parcel of land that they are willing to sell to the city is approximately 200' x 368' and is located on the east side of their property. While the parcel is smaller than ideal, staff believes that the size and location will be adequate for a new neighborhood park. The church acquired the property through tax forfeiture for approximately \$2,900.00 and subsequently constructed a storage facility on the west edge of the property. The parcel will have to be divided, or, have a permanent easement established, so they can retain their facility

Staff is proposing that the city acquire this parcel for the sole purpose of establishing a park. Should Council desire to purchase the parcel, it is our suggestion that the City offer to pay a prorated portion of the original price and to also pay for the surveying fees to split the parcel (or establish a permanent easement). The city would receive approximately 65% of the original parcel for a purchase price of approximately \$2,000.00. The surveying fees are estimated to be \$1,200.00. The total purchase price is approximately \$3,200.00. Council could also request that the Church consider donating the parcel, or part thereof, to the City.

At the September 25, 2015 Park and Recreation Advisory Board Meeting, the land acquisition was discussed and the Board unanimously voted to move forward with the acquisition of this parcel of land.

Council should be aware that this parcel is subject to assessments from the proposed Grand Avenue extension and Darling Drive improvements. The estimated assessments for this parcel are \$86,000.00 which would then become the responsibility of the City.

Staff is requesting council's consideration in the acquisition of this parcel of land for the sole purpose establishing a new neighborhood park.

Public Works Memo
October 7, 2015
Page 2

2. ADOPT RESOLUTIONS ACCEPTING PARK BENCH DONATIONS

The Park and Recreation Advisory Committee has received requests from four parties to place five park benches in City parks and along the bike trail. The requests are as follows:

- Johnson Builders and Realty, Inc. to place two benches near the playground within Kelly Park. The benches are in memory of Miles "Kelly" Johnson and Donavon Miles Johnson.
- Donna Day Beck to place a bench within Olson Park, near the bike trail, in memory of her husband Robert W. Beck.
- Bousema Farms Inc. to place a bench within Centennial Park, near the bike trail, in memory of Darryl Jansma
- Brad and Sandy Spartz to place a bench within Olson Park, near the East side bike trail, in memory of Olav and Armella Anderson.

The applications and resolutions accepting the donation of the benches are included as ***Exhibits 1*** through ***5***. The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council. The Park and Recreation Advisory Board recommends the City Council accept the donations.

Council action is requested to adopt the resolutions accepting the donation of park benches as presented, and authorize the Mayor and City Clerk to sign any necessary agreements.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Johnson Builders and Realty Inc.*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Kelly Park near the playground; and

WHEREAS, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

NOW, THEREFORE, be it RESOLVED:

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this _____ day of _____, 20____, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

_____, and _____; and the following members opposed:
_____, _____, _____ (if not, so state).

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

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

Name of Donor: JOHNSON BUILDERS + REALTY INC.

Address of Donor: 1114 OXFORD ST. WORTHINGTON, MN.

Phone Number: Work: Home: Fax: 376 4149

STEVE JOHNSON 370 1602

Email: stevendjohnson@hotmail.com


Description of Donation: KELLY PARK IS NAMED AFTER
MILES "KELLY" JOHNSON
OUR GRANDFATHER

Location of Donation: KELLY PARK

Wording for Memorial Acknowledgment (if any): IN MEMORY OF
MILES "KELLY" JOHNSON

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

I have read and understand the Memorial and Donation Policy.

Donor:  STEVE JOHNSON Date: _____
Sign and Print Both

Donor: _____ Date: _____
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Johnson Builders and Realty Inc.*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Kelly Park near the playground; and

WHEREAS, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

NOW, THEREFORE, be it RESOLVED:

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this _____ day of _____, 20____, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

_____, _____, _____, _____,
_____, and _____; and the following members opposed:
_____, _____, _____ (if not, so state).

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

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

Name of Donor: JOHNSON BUILDERS & REALTY INC.

Address of Donor: 1114 OXFORD ST. WORTHINGTON, MN

Phone Number: Work: Home: Fax: 376-4149

STEVE JOHNSON - 370 1602

Email: stevenjohnson@hotmail.com

Description of Donation: DONAVON MILES JOHNSON

STARTED THE HOMEWOOD HILLS ADDITION.

HE DONATED THE LAND FOR KELLY PARK -
NAMING THE PARK AFTER HIS FATHER

Location of Donation: KELLY PARK

Wording for Memorial Acknowledgment (if any): IN MEMORY OF

DONAVON MILES JOHNSON

DEVELOPER OF HOMEWOOD HILLS

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

I have read and understand the Memorial and Donation Policy.

Donor: STEVEN JOHNSON Date: SEPT. 21, 2015

Sign and Print Both

JOHNSON BUILDERS & REALTY INC.

Donor: _____ Date: _____

Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Donna Day Beck*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Olsen Park near the bike trail; and

WHEREAS, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

NOW, THEREFORE, be it RESOLVED:

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this _____ day of _____, 20____, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

_____, _____, _____, _____,
_____, and _____; and the following members opposed:
_____, _____, _____ (if not, so state).

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

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

Name of Donor: Donna Day Beck
Address of Donor: 1040 S Crailsheim Road ^{Wtgn. mn.}
Phone Number: Work: Home: Fax: Cell # 507.360.3679 ⁵⁶¹⁸⁹

Email: donna.daybeck@swsc.org
Description of Donation: Purchase a park bench
adding the inscription (wording) on it

Location of Donation: Olson Park in Worthington

Wording for Memorial Acknowledgment (if any):
In loving memory of my husband Robert W Beck

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

I have read and understand the Memorial and Donation Policy.

Donor: Donna Day Beck Date: 06/12/15
Sign and Print Both

Donor: Donna Day Beck Date: 06/12/15
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Bousema Farms Inc.*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Centennial Park near the bike trail; and

WHEREAS, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

NOW, THEREFORE, be it RESOLVED:

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this _____ day of _____, 20____, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

_____, and _____; and the following members opposed:
_____, _____, _____ (if not, so state).

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

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

Name of Donor: Bousma Farms, Inc

Address of Donor: 30812 240th St

Phone Number: Work: Home: Fax: 507-376-6030, 507-360-8455 - Mike

Email: bousma@scout.net.net

Description of Donation: Bench

Location of Donation: Near Cynthia Tower along bike trail

Wording for Memorial Acknowledgment (if any):

In Memory of Darryl Jansma

July 14 1965 - March 19 2015

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

I have read and understand the Memorial and Donation Policy.

Donor: Bousma Farms Inc by Mike Bousma Date: 8-5-15
Sign and Print Both

Donor: Bousma Farms Inc by Mike Bousma Date: 8-15-15
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Brad and Sandy Spartz.*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Olson Park near the East bike trail; and

WHEREAS, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

NOW, THEREFORE, be it RESOLVED:

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this _____ day of _____, 20____, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

_____, and _____; and the following members opposed:
_____, _____, _____ (if not, so state).

CITY OF WORTHINGTON

BY: Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

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

Name of Donor: Brad + Sandy Spartz

Address of Donor: 1979 Summit Ave Wgtn.

Phone Number: Work: Home: Fax: Cell 507.370.2599

Work: 507.372.6570 Fax: 507.372.6566

Email: Dspartz@vastbb.net

Description of Donation: Park Bench - Bedford

Location of Donation: Olson Park Trail, East Side
(Summit Ave)
Between Gary Hoffmann + 1st Ave S.W.

Wording for Memorial Acknowledgment (if any): _____

– Remembering... Olav and Armella Anderson _____

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

I have read and understand the Memorial and Donation Policy.

Donor: Sandra Spartz Sandra Spartz Date: 9-16-15
Sign and Print Both

Donor: Bradley J. Spartz BRADLEY J. SPARTZ Date: 9-16-15
Sign and Print Both

ENGINEERING MEMO

DATE: OCTOBER 8, 2015
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. **HEARING ON PROPOSED ASSESSMENTS**

Should Council concur with the special assessments as presented at each of the assessment hearings, the corresponding resolution in Exhibit 1 adopting the assessments for the improvement or unpaid charges is to be passed. The proposed assessment rolls were distributed at the September 14, 2015 Council meeting. The resolution pertaining to miscellaneous charges adopts the assessments as amended. The amended roll, which reflects payments made since the hearing was called, will be provided at the hearing. The recommended terms for the proposed assessments are listed below.

WATER MAIN IMPROVEMENT 105

> Okabena Street from Kragness Avenue to approximately 800 feet west

3.4%¹; 15 years

2015 MISCELLANEOUS UNPAID CHARGES

> Removal of Ice and Snow
 > Removal of Solid Waste
 > Removal of Noxious Weeds and Vegetation
 > Abatement of Nuisance affecting Public Health or Safety

4%² ; 1 years

¹ Based on estimated current interest rate on PIR bonds

² Based on recommended policy for a minimum rate of 4% or current rate for improvement assessments, which ever is greater

2. **RECEIVE REPORT AND ORDER HEARING ON GRAND AVENUE STREET AND SIDEWALK EXTENSION**

The feasibility report (excluding storm water modeling results) on the extension of Grand Avenue from the north line of the South Half of the Southwest Quarter of Section 13, Township 102 North, Range 40 West to Darling Drive is included in Exhibit 2.

Engineering Memo - October 8, 2015
Page 2

Staff recommends that Council pass the resolution receiving the report and ordering the hearing. Staff suggests that the hearing be held at 7:00 p.m. on October 26, 2015, at the regular Council meeting.

The preliminary assessment roll with summaries for the improvement is also included in Exhibit 2.

RESOLUTION NO.**ADOPTING THE SPECIAL ASSESSMENT FOR
WATER MAIN IMPROVEMENT NO. 105**

WHEREAS, The City Council of the City of Worthington did meet in the Council Chambers of City Hall, 303 Ninth Street, in the City of Worthington, Nobles County, Minnesota, at 7:00 o'clock P.M. on Monday, the 12th day of October, 2015, pursuant to notice of said meeting duly given as required by law, for the purpose of passing upon the proposed assessment against the properties benefitted by the improvement of the following described street, or portions thereof, by extension of the municipal water distribution system:

Okabena Street - between the west line of Kragness Avenue and the west line of Boote's Addition

designated as *Water Main Improvement No. 105* of the City of Worthington; and

WHEREAS, The City Council of said city did, according to law, and to said notice of said meeting, duly hear, consider, and pass upon all objections thereto for said proposed assessment.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WORTHINGTON, MINNESOTA:**

Section 1. That said proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby adopted by this resolution and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefitted by said improvement in the amount of the assessment levied upon it.

Section 2. That said assessment shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2016, being January 4th, and shall bear interest at the rate of three and four-tenths per cent (3.4%) per annum from the date of the adoption of this resolution. To said first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

Section 3. That the City Clerk of the City of Worthington is hereby directed to file the assessment roll pertaining to this assessment in the Office of the City Clerk; and shall certify annually to the County Auditor of said Nobles County, Minnesota, on or before the 30th day of November of each year, the total amount of installment and interest which are to become due in the following year on the assessment on each parcel of land included in the assessment roll, which shall be extended on the proper tax lists of said county and are to be collected and paid over in the same manner as other municipal taxes of said city.

Resolution No.
Adopting . . . Water Main Improvement No. 105
Page 2 of 2.
October 12, 2015

Section 4. That the owner of any property as herein assessed for said improvement may, at any time prior to November 15, 2015, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest at the rate of three and four-tenths per cent (3.4%) per annum accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property as herein assessed may thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessment. Such payment must be made before November 15th or interest will be charged through December 31st of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 12th day of October, 2015.

(SEAL)

Mike Kuhle, Mayor

Attest

Janice A. Oberloh, City Clerk

RESOLUTION NO.**ADOPTING THE SPECIAL ASSESSMENT FOR 2015 MISCELLANEOUS UNPAID CHARGES**

WHEREAS, The City Council of the City of Worthington did meet in the Council Chambers of City Hall, 303 Ninth Street, in the City of Worthington, Nobles County, Minnesota, at 7:00 o'clock P.M. on Monday, the 12th day of October, 2015, pursuant to notice of said meeting duly given as required by law, for the purpose of passing upon the proposed assessment of the costs of the following described unpaid charges:

- Removal of Ice and Snow
- Removal of Noxious Weeds and Vegetation
- Removal of Solid Waste

designated as *2015 Miscellaneous Unpaid Charges* of the City of Worthington; and

WHEREAS, The City Council of said city did, according to law, and to said notice of said meeting, duly hear, consider, and pass upon all objections thereto for said proposed assessment, and has amended such proposed assessment as it deems just.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON, MINNESOTA:

Section 1. That said proposed assessment, as amended, a copy of which is attached hereto and made a part hereof, is hereby adopted by this resolution and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be liable for said unpaid charges in the amount of the assessment levied against it.

Section 2. That said assessment shall be payable in one (1) installment, said installment to be payable on or before the first Monday in January, 2015, being January 4th, and shall bear interest at the rate of four and zero-tenths per cent (4.0%) per annum from the date of the adoption of this resolution. To said assessment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016.

Section 3. That the City Clerk of the City of Worthington is hereby directed to file in the Office of the City Clerk the assessment roll pertaining to this assessment; and shall certify to the County Auditor of said Nobles County, Minnesota, on or before the 30th day of November, 2015, the total amount of assessment and interest which are to become due in the following year on the assessment on each parcel of land included in the assessment roll, which shall be extended on the proper tax lists of said county and are to be collected and paid over in the same manner as other municipal taxes of said city.

Section 4. That the owner of any property as herein assessed for said unpaid charges may, at any time prior to November 15, 2015, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest at the rate of four and zero-tenths per cent (4.0%) per annum accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property as herein assessed must thereafter pay to the County Treasurer of said county, the assessment and interest that is in the process of collection on the current tax lists. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 12th day of October, 2015.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
 Janice A. Oberloh, City Clerk

PRELIMINARY ENGINEERING REPORT

GRAND AVENUE STREET & SIDEWALK EXTENSION PHASE 2 WORTHINGTON, MINNESOTA

October 7, 2015
Project No. 14-16841

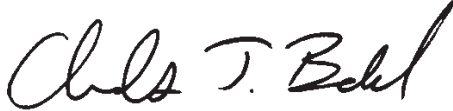


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Signature Sheet

I HEREBY CERTIFY THAT THIS REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



Charles J. Brandel, PE
Project Engineer
Reg. No. 43359

I+S Group, Inc.
115 East Hickory Street, Suite 300
Mankato, Minnesota 56001-3785

**Grand Avenue Street & Sidewalk Extension
Phase 2
Worthington, Minnesota**

Engineer's Project Number: 14-16841

Dated this 7th day of October 2015



Dwayne Haffield, PE
Worthington City Engineer
Reg. No. 15010

City of Worthington
P.O. Box 279
Worthington, MN 56187

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Introduction

I+S Group (ISG) was contacted to complete a Preliminary Engineering Report and Hydrology Report for the Grand Avenue Street & Sidewalk Extension north of Oxford Street; see Appendix A for a site location map. In prior improvements, sanitary sewer, storm sewer, and watermain were constructed in this area for the future expansion of Grand Avenue. Along with the storm sewer construction, a regional storm water retention pond was constructed to support the future development of approximately 28 acres of land.

In 2013, the Minnesota Pollution Control Agency (MPCA) raised the standards for detaining runoff from ½-inch to 1-inch for the newly created impervious area. The National Oceanic and Atmospheric Association (NOAA) has also updated the rainfall frequency curves as part of Atlas 14. NOAA's Atlas 14 raised the 10-year precipitation frequency estimate from 4.2 inches to 4.46 inches and the 100-year precipitation frequency estimate from 6.0 to 7.44 inches. The previous Storm Water Report was completed prior to the MPCA and NOAA Atlas 14 changes.

This report has been prepared pursuant to Council Resolution, dated September 14, 2015, Ordering the Preparation of a Feasibility Report on the Proposed Phase 2 Grand Avenue street and walk extension.

Project Need

The City ordered Preliminary Engineering Report for the extension of Grand Avenue from the north end of the previously petitioned extension (the north line of the South Half of the Southwest Quarter of Section 13, Township 102 North, Range 40 West) to Darling Drive. In order to address the City's standards pertaining to walks and the City's Complete Street Policy, the City Council included the installation of walks in the proposed improvement.

The street extension will include paving Grand Avenue, curb and gutter construction, catch basins, and minor watermain and sanitary sewer adjustments. The sidewalk improvement is proposed to include 4-foot concrete walks and/or a 10-foot multi-use trail. Due to the noted adjustments to the MPCA and NOAA Atlas 14 standards, the Phase 1 street expansion will also include the expansion of the existing regional pond in order to satisfy permitting requirements for the proposed street improvement; see the Storm Water Report in Appendix C for more information on the pond expansion.

The improvements will benefit the abutting properties. Based on existing discussions with development groups, the possibility exists that all abutting properties could be fully developed within the Phase 1 construction area within the next few years. Therefore, the Phase 2 Grand Avenue Street Expansion opens up the opportunity for future expansion through to Darling Drive, including access to the future Cecilee Street.

Design

As previously described above, the watermain, sanitary sewer, and storm sewer have already been constructed as part of previous public improvements. With the utilities and drainage facilities already in place and the plans accepted by the City of Worthington for construction, the remaining design of the Grand Avenue Street & Sidewalk Extensions are controlled by this existing and proposed infrastructure.

The original plans called for Grand Avenue to be constructed as a 44 foot wide street, face-to-face, and to widen out closer to Oxford Street. The revised cross-section option will include a 40 foot street width. The 40 foot width reflects more contemporary street design concepts and provides for two 12 foot driving lanes and two 8 foot parking lanes rather than 10 foot parking lanes. This design will be continued through to Darling Drive as part of the Phase 2 Grand Avenue Extension.

The narrower street width leaves additional room for consideration of off street and pedestrian and bicycle facilities. Although the City's Active Living Plan is not complete, progress to date is leading toward a recommendation that key pedestrian/bikeway corridors be established and classified. Early work on classifying corridors indicates that Grand Avenue may serve as a secondary/neighborhood route. This designation gives priority to providing pedestrian and bikeway facilities. On-street bike lanes could be suitable in this corridor given no special circumstances, however, the existing configuration of driving and turning lanes near Oxford Street makes it impractical to use such bike lanes on the subject segment of Grand Avenue. To provide appropriate pedestrian and bicycle facilities it is recommended that both a 4-foot walk on the west side of Grand Avenue and a 10-foot wide multi-use trail on the east side of Grand Avenue be provided.

Also, as part of the Phase 1 utility extension plan, the 1.32 acre regional retention pond will be constructed to control storm water runoff into the city storm sewer. As part of the Phase 1 Grand Avenue Street & Sidewalk Extension plan, the pond will be expanded to approximately 1.96 acres to accommodate the changes in the MPCA requirements and new NOAA Atlas 14 rainfall-frequency data.

The Phase 1 Grand Avenue street extension was ordered to be completed with concrete pavement in the summer of 2015. Therefore, only concrete pavement is being presented in this report for consideration to achieve a consistent pavement throughout the entire Grand Avenue corridor between Oxford Street and Darling Drive. The costs presented in this report are based on bids received for the Phase 1 Grand Avenue project.

Costs and Financing

Street Extension

The total estimated cost of the street and storm sewer related work, including engineering and contingencies, is \$376,600. These totals include those costs associated with the storm sewer and catch basin installation estimated to be \$36,250. The necessary land for the storm water pond has been acquired by easement at no cost.

The properties abutting Grand Avenue are zoned residential. Per the assessment ordinance, only those costs of the project equaling that which would be incurred for construction of a residential street are to be assessed to residential properties. The estimated costs for construction of the Grand Avenue extension as a 36-foot wide residential street is \$271,400. The costs for the additional width and pavement thickness will be a non-assessable City share.

Sidewalk Extension

The total estimated cost of the sidewalk component of the improvement, including engineering and contingencies, is \$91,100. This total includes those costs for the additional width of the sidewalk on the east side of the street to provide a multi-use trail estimated to be \$34,300. The City's assessments policy does not specifically address the assessment for multi-use trails but does provide for the assessment of sidewalks. The policy also establishes the standard width of sidewalks at 5 feet unless otherwise approved or ordered by the Council. Although the policy is silent in regard to a City share for widths greater than 5 feet, it is proposed that the costs for the additional width of sidewalk (greater than the 4 foot width recommended for the west side) be considered a City share. This is proposed on the same basis that the additional costs associated with construction of a collector or arterial street are to be considered a City share when abutting residential properties. That is, the additional sidewalk width is proposed due to the character and use of the street rather than being necessary to serve residential needs. Typically shared use of residential street may satisfy the goals of the Complete Streets Policy with no more than 4 foot wide walks or, in many cases, with no walks. Recreational trails may or may not provide some of the same function as street corridor walks and trails, and therefore may or may not require different consideration in funding. As the Complete Streets Policy is further implemented, the assessment policy may need to clarify the assessment of

surface improvements that appropriately address all forms of transportation. At this time the general intent of the provisions addressing the over sizing of streets abutting residential street is proposed to apply to the additional sidewalk width.

Total Improvement Cost

The total estimated cost of the improvement is \$467,700.00. The following table provides a summary of the estimated costs, assessments, and City share for the proposed street and sidewalk extensions.

PROPERTY OWNER SHARE OF IMPROVEMENT COST

Assessable Frontage	902.6 feet	
Estimated Assessable Rate per Foot	\$285.30	(1)
ESTIMATED ASSESSMENTS RECEIVABLE	\$257,510.34	55.06%

CITY SHARE OF IMPROVEMENT COST

NON-ASSESSABLE:

1. RATE DETERMINING COSTS

a. Estimated Amount for Non Assessable Rate Determining Frontages	\$39,200.00
b. Estimated Amount for Public Right-of-Way Frontages (2)	\$31,489.74
c. Rounding Adjustment	<u>(\$0.08)</u>
Sub-total	\$70,689.66

2. NON-RATE DETERMINING COSTS

a. Estimated Collector Street Costs	\$68,950.00
b. Storm Water Related Costs	\$36,250.00
c. Additional Walk Width	<u>\$34,300.00</u>
Sub-total	<u>\$139,500.00</u>

Total Estimated City Share of Non-Assessable Cost	\$210,189.66
---	--------------

ASSESSABLE:

City Share of Assessable Cost	<u>\$0.00</u>
-------------------------------	---------------

TOTAL ESTIMATED CITY SHARE OF IMPROVEMENT	\$210,189.66	44.94%
--	---------------------	--------

TOTAL ESTIMATED COST OF IMPROVEMENT	\$467,700.00
--	---------------------

(1) \$234.88/ft for street only. \$50.42/ft for sidewalk only.

(2) Future Cecilee Street frontage on Grand Avenue (70')

Grand Avenue frontage within Darling Drive right-of-way (16.5')

Future Cecille Street stub frontage within Grand Avenue right-of-way (14.5' x 2) (Applicable to street only)

Initial and Long Term Financing

Initial financing of the project costs would be through issuance of a PIR general obligation bond(s) with possible use of 401 construction fund reserves until such a bond is issued. The bond debt is to be recovered by special assessments and by special tax levy for the City share of the project.

Conclusion

The proposed Grand Avenue Street and Sidewalk Extension will provide service access to the pending and future developments abutting the extension. Based on the findings of this Preliminary Engineering Report, the proposed improvement is considered necessary, feasible, and cost-effectively address the future needs of the Grand Avenue corridor. It is recommended that the City proceed by approving this preliminary engineering report, continue the process by holding a public hearing on the proposed improvement, and ordering final plans and specifications in accordance with MS 429.

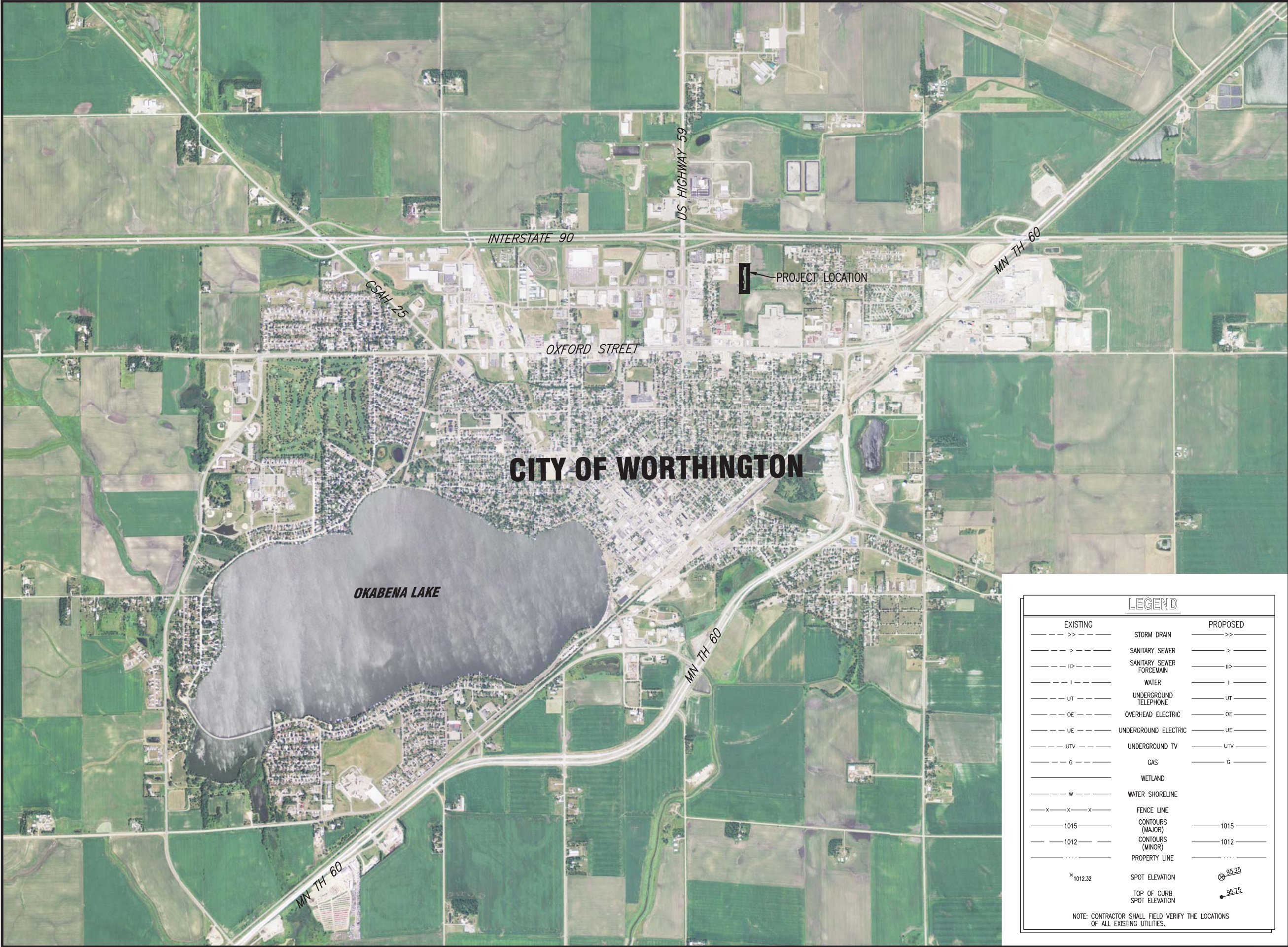
Proposed Schedule

The proposed project schedule is described below. It should be noted that the City Council can halt the process at any time by simply electing to not take action or otherwise terminating the project.

1. City Council passed a *Ordered the Preparation of Report on Improvement* on **September 14, 2015**.
2. City Council passes a *Resolution Receiving Report and Calling Hearing on Improvement* to indicate its plan to continue the process. **Estimated Date: October 12, 2015**.
3. A public hearing on the proposed improvement is held. **Estimated date: October 26, 2015**.
4. If it is determined that the process will continue, the City Council may pass a *Resolution Ordering Improvement and Preparation of Plans*, which orders development of engineering plans and specifications necessary for soliciting bids for the project. **Estimated date: October 26, 2015**.
5. Plans and specifications for the proposed improvement are completed by ISG and submitted to The City of Worthington for review and approval. **Estimated date: November 24, 2015**.
6. City Engineer's review of plans and specifications is completed. **Estimated date: December 2, 2015**.
7. Final plans and specification revisions are completed by ISG. **Estimated date: December 9, 2015**.
8. After the City Council considers the presentation of the plans and specifications, it may pass a *Resolution Approving Plans and Specifications and Ordering an Advertisement for Bids*. **Estimated date: December 14, 2015**.
9. The advertisement for bids must be published in the official local newspaper and trade publication at least three weeks prior to the bid opening date. **Estimated date: December 18, 2015 – January 20, 2016**.
10. Submitted bids are received and publicly opened. **Estimated date: January 20, 2016**.
11. If the City Council wishes to continue with the improvement after the consideration of bids, the City Council may award the project to the lowest responsible bidder. **Estimated date: January 25, 2016**.

12. Construction begins. **Estimated date: April 4, 2016.**
13. Complete Storm Sewer and Subgrade prep. **Estimated date: April 18, 2016.**
14. Complete Aggregate Base. **Estimated date: Prior to April 28, 2016. (Road remains closed.)**
15. Paving **Estimated date: May 3, 2016.**
 - i. Road Opens May 17, 2016.*
16. Pave concrete walks. **Estimated date: May 23, 2016.**
17. Final Grading & Seeding. **Estimated date: June 6, 2016.**
18. Final Punch list, seeding touch ups, sod, etc. **Estimated date: June 24, 2016.**

Appendix A: Exhibits

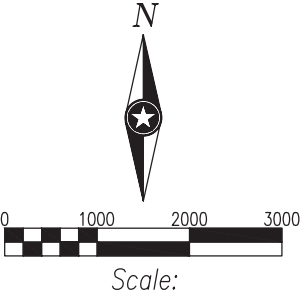


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PROJECT

CITY OF WORTHINGTON

GRAND AVENUE EXTENSION

WORTHINGTON

MINNESOTA

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

PROJECT NO.

16841

FILE NAME

16841 PRELIMS

DRAWN BY

KDS

DESIGNED BY

CJB

REVIEWED BY

CJB

ISSUE DATE

CLIENT PROJECT NO.

TITLE

PROJECT LOCATION

SHEET

CONCEPT

LEGEND		
EXISTING		PROPOSED
--- >> ---	STORM DRAIN	--- >> ---
--- > ---	SANITARY SEWER	--- > ---
--- II> ---	SANITARY SEWER FORCEMAIN	--- II> ---
--- I ---	WATER	--- I ---
--- UT ---	UNDERGROUND TELEPHONE	--- UT ---
--- OE ---	OVERHEAD ELECTRIC	--- OE ---
--- UE ---	UNDERGROUND ELECTRIC	--- UE ---
--- UTV ---	UNDERGROUND TV	--- UTV ---
--- G ---	GAS	--- G ---
---	WETLAND	---
--- w ---	WATER SHORELINE	---
--- x --- x ---	FENCE LINE	---
--- 1015 ---	CONTOURS (MAJOR)	--- 1015 ---
--- 1012 ---	CONTOURS (MINOR)	--- 1012 ---
---	PROPERTY LINE	---
	SPOT ELEVATION	⊗ 95.25
	TOP OF CURB	● 95.75
	SPOT ELEVATION	
NOTE: CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.		



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PROJECT

**CITY OF
WORTHINGTON**

**GRAND AVENUE
EXTENSION**

WORTHINGTON MINNESOTA

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

PROJECT NO.	16841
FILE NAME	16841 PRELIMS
DRAWN BY	KDS
DESIGNED BY	CJB
REVIEWED BY	CJB
ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

**EXISTING
CONDITIONS**

SHEET

CONCEPT

Appendix B: Preliminary Concept Designs



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PROJECT

CITY OF
WORTHINGTON

GRAND AVENUE
EXTENSION

WORTHINGTON MINNESOTA

REVISION SCHEDULE

NO	DATE	DESCRIPTION

PROJECT NO. 16841

FILE NAME 16841 PRELIMS

DRAWN BY KDS

DESIGNED BY CJB

REVIEWED BY CJB

ISSUE DATE

CLIENT PROJECT NO.

TITLE

PROPOSED
CONDITIONS

SHEET

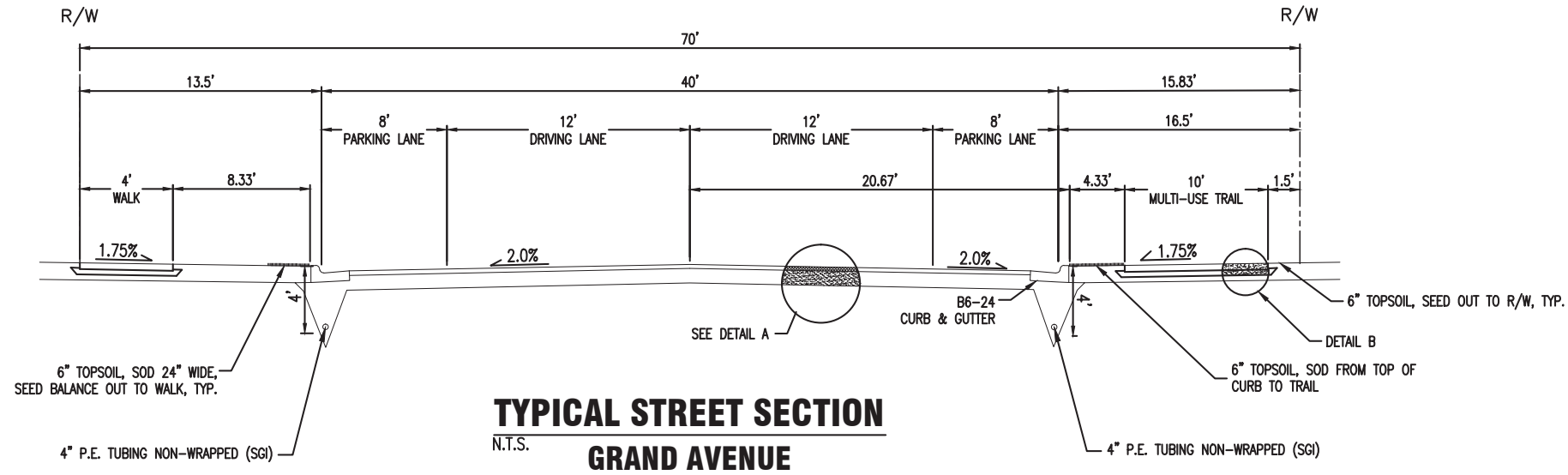
CONCEPT

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PROJECT

CITY OF
WORTHINGTON

GRAND AVENUE
EXTENSION

WORTHINGTON MINNESOTA

REVISION SCHEDULE		
NO	DATE	DESCRIPTION

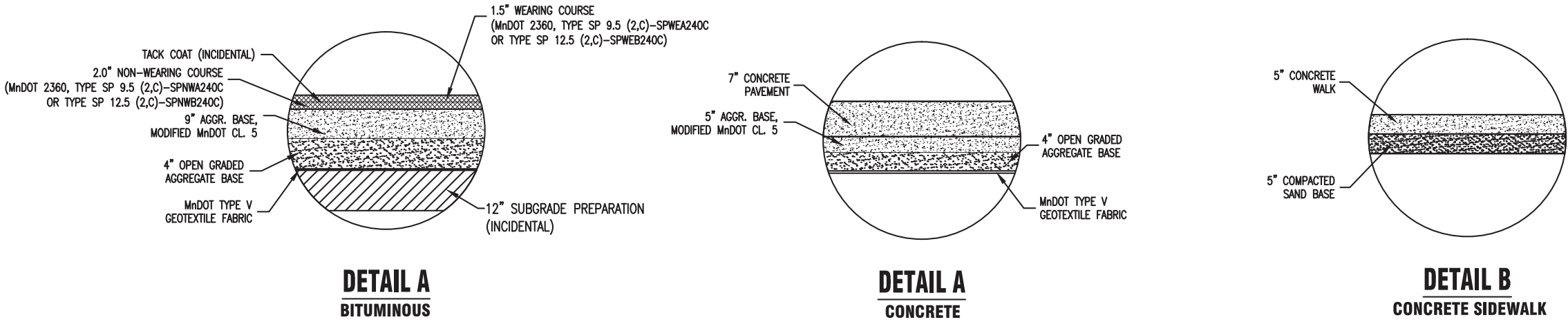
PROJECT NO.	16841
FILE NAME	16841 PRELIMS
DRAWN BY	KDS
DESIGNED BY	CJB
REVIEWED BY	CJB
ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

TYPICAL
CROSS-SECTION
DETAILS

SHEET

CONCEPT



Appendix C: Storm Water Report
(Completed as part of Phase 1)



July 21, 2014

Mr. Dwayne Haffield, PE
City Engineer
City of Worthington
303 9th Street, P.O. Box 279
Worthington, MN 56187

RE: Grand Avenue Storm Water Report

Dear Mr. Haffield:

Enclosed is the report for the Storm Water Report for the City of Worthington Grand Avenue Street Extension. Short Elliott Hendrickson, Inc. (SEH) completed the Preliminary Storm Water Report as part of the 2009 Grand Avenue Sewer and Storm Water Extension Plan. The Minnesota Pollution Control Agency (MPCA) has since released new specifications regarding a water quality volume of 1-inch of runoff from the new impervious surfaces created by the project; increased from ½-inch. The National Oceanic and Atmospheric Association (NOAA) has also released new rainfall-frequency data, called Atlas 14. I+S Group (ISG) has completed a revised Storm Water Report for the 2014 Grand Avenue Street Extension.

The site mentioned above is located southeast of the intersection of Interstate 90 (I-90) and Highway 59. The SEH report addressed the routing and ponding requirements for rate control and volume in this area and the evaluation of the design capacities of the storm sewer system that has now been constructed. This report completed by ISG addresses the increased 10-year and 100-year rainfall numbers and the ½-inch increase in the MPCA water quality volume and the need to increase the size of the existing pond, based exclusively on these increases. The report completed by ISG used most of the information previously submitted by SEH to the City of Worthington regarding the Grand Avenue Storm Water Retention pond, however, did alter some of the drainage areas.

MPCA and NOAA Standards

The existing storm water detention pond was designed to meet the MPCA's National Pollutant Discharge Elimination System (NPDES) Construction Storm Water Permit. The site is partially located in the Heron Lake Watershed District and the Okabena-Ocheda Watershed District. The MPCA NPDES Permit has increased the water quality volume from ½-inch to 1-inch of runoff from the new impervious surfaces created by the project. The NPDES Permit design criteria for the dead-storage volume remained at 1,800 cubic feet per acre of contributing watershed, and water quality discharge of no more than 5.66 cfs per acre of surface area of the pond.

The Preliminary Storm Water Report compared the pre-pond conditions to the overall proposed conditions after all street, housing, and commercial development have taken place. The proposed end result will become approximately 66% of the existing watershed being converted to impervious area. Table 1 below shows the standards for both the MPCA and NOAA rainfall that are referenced throughout this report.

115 East Hickory Street, Suite 300 + Mankato, MN 56001

info@is-grp.com + www.is-grp.com

P: 507.387.6651

I+S GROUP

Table 1: MPCA & NOAA Standards

	Dead Storage (1,800 cf/acre)	Runoff from new impervious area (in/acre of new impervious area)	Water Quality Discharge (cfs/acre)	10-year rainfall event (inches)	100-year rainfall event (inches)
Old Standards	1.26	0.5	5.66	4.20	6.00
New Standards	1.26	1.0	5.66	4.46	7.44

Table 2 below shows the pre-pond runoff rate versus the proposed runoff rate (after Grand Avenue and Cecilee Street have been constructed and development has been completed) for the original design based on the Preliminary Storm Water Report by SEH.

Table 2: Original Design

	Pre-Pond Construction Runoff Rate (CFS)	Proposed Runoff Rate (with Future Development) (CFS)
Original Design		
10-year rainfall event	25.0	11.4
100-year rainfall event	46.4	30.2

Based on the Preliminary Storm Water Report, the outlet for the pond was to be constructed with a 15-inch pipe leading to the 60-inch riser structure. From there, the riser structure would connect to the existing 36-inch RCP storm sewer system. However, based on the construction plans, an 18-inch pipe was installed instead of the 15-inch. Also, based on the construction plans, the elevations of each of the outlet devices was different than the model completed by SEH. Table 3 below shows the pre-pond runoff rate versus the proposed runoff rate for the constructed design based off of the construction plans and topographic information collected by ISG.

Table 3: Constructed Design

	Pre-Pond Construction Runoff Rate (CFS)	Proposed Runoff Rate (with Future Development) (CFS)
Constructed Design		
10-year rainfall event	25.0	15.4
100-year rainfall event	46.4	43.6

With the new standards, as previously discussed, the size of the pond will need to be increased to meet these standards. With the required dead storage needed not increasing, all of the pond expansion will take place above the maintained water level of 1573.6 elevation. Table 4 below shows the pre-pond runoff rate versus the proposed runoff rate for the proposed pond design. The expanded pond was designed to match the storm water runoff for the 100-year storm event compared to the already constructed design.

Table 4: New Proposed Design

	Pre-Pond Construction Runoff Rate (CFS)	Proposed Runoff Rate (with Future Development) (CFS)
Proposed Design		
10-year rainfall event	28.4	10.5
100-year rainfall event	59.8	43.0

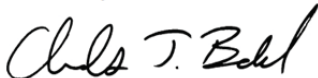
Hydrology and Hydraulics

The HydroCAD, version 10.0, modeling software was used to recreate the Hydrologic and Hydraulic model created by SEH. The expanded detention pond was evaluated for the 10-year (4.46 inch) and 100-year (7.44-inch), NRCS 24-hours storm event. The inputs and results from the HydroCAD model are attached to this report. With the proposed pond expansion, the outlet will remain unchanged except for reducing the 18-inch pipe back to a 15-inch, as it was first designed in the Preliminary Storm Water Report. Limiting the outlet pipe to a 15-inch pipe will ensure that the peak flow leaving the pond does not exceed the previously constructed pond. All other existing storm sewer pipes and manholes will remain unchanged but will be extended to match the new alignment of the road.

Recommendations

The proposed expansion of the regional storm sewer pond assumes that all of Grand Avenue and Cecilee Street will be constructed and all future development be graded to drain to the existing and future proposed storm sewer. The expansion of the regional pond will eliminate the need for additional treatment for any future development in the area. However, water quality features such as rain gardens and/or small ponds are encouraged to further enhance the quality of water being drained to the local lakes, streams, and ditches.

Sincerely,



Chuck J. Brandel, PE
Civil Engineer/Principal

RESOLUTION NO.**RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT**

WHEREAS, Pursuant to Resolutions No. 3613 of the council passed on September 14, 2015, a report has been provided by the city engineer with reference to the improvement of the following described street by grading, base construction, curb and gutter construction, surfacing, and sidewalk construction:

GRAND AVENUE - *from the north line of the South Half of the Southwest Quarter of Section 13, Township 102 North, Range 40 West to Darling Drive*

and this report was received by the council on October 12, 2015; and

WHEREAS, The report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible, whether it should best be made as proposed or in connection with some other improvement, and the estimated total cost of the improvement as recommended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON, MINNESOTA:

1. The Council will consider the improvement of said street in accordance with the report, and the assessment of the abutting property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvement of \$467,700.

2. A public hearing shall be held on such proposed improvements on the 26th day of October, 2015, in Council Chambers of City Hall at 7:00 p.m.; and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the City Council of the City of Worthington, Minnesota, this the 12th day of October, 2015.

(SEAL)

Mike Kuhle, Mayor

Janice A. Oberloh, City Clerk

ESTIMATED ASSESSMENT ROLL

Grand Avenue Street Extension

from the north line of the South Half of the Southwest Quarter
of Section 13, Township 102 N, Range 40 W to Darling Drive

Hearing on Proposed Improvement - October 26, 2015

Property Owner	Legal Description	County Tax Parcel No.	Estimated Assessable Units of Adjusted Frontage in Feet	Estimated Assessable Rate per Foot	Estimated Assessment Amount	Lot Allowances	
AUDITOR'S PLAT OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 13-T102N-R40W							
American Reformed Church	Lots 5 - 8, except easterly 20 feet	31-0611-000	370 ' @	\$285.2984	\$105,560.41		
Ray H. Darling Jr.	Lot 9, except easterly 20 feet	31-0615-000	150 ' @	\$285.2984	\$42,794.76		
UNPLATTED PROPERTY							
Johnson Builders & Realtors Inc	11.36 acres in NE1/4 SW1/4 south of I-90	31-3845-000	382.6 ' @	\$285.2984	\$109,155.17	137.4 '	\$39,200.00
TOTAL ESTIMATED ASSESSMENT			902.6 '		<u>\$257,510.34</u>	137.4 '	\$39,200.00

Estimated Assessment Summary

Grand Avenue Street Extension

from the north line of the South Half of the Southwest Quarter
of Section 13, Township 102 N, Range 40 W to Darling Drive

Hearing on Proposed Improvement - October 26, 2015

Property Owner	Legal Description	County Tax Parcel No.	Street Only		Sidewalk Only		Total Estimated Assessment Amount
			Estimated Assessable Rate per Foot	Estimated Assessment Amount	Estimated Assessable Rate per Foot	Estimated Assessment Amount	
	AUDITOR'S PLAT OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 13-T102N-R40W						
American Reformed Church	Lots 5 - 8, except easterly 20 feet	31-0611-000	\$234.8767	\$86,904.38	\$50.4217	\$18,656.03	\$105,560.41
Ray H. Darling Jr.	Lot 9, except easterly 20 feet	31-0615-000	\$234.8767	\$35,231.50	\$50.4217	\$7,563.26	\$42,794.76
	UNPLATTED PROPERTY						
Johnson Builders & Realtors Inc	11.36 acres in NE1/4 SW1/4 south of I-90	31-3845-000	\$234.8767	\$89,863.83	\$50.4217	\$19,291.34	\$109,155.17
TOTAL ESTIMATED ASSESSMENT				<u>\$211,999.71</u>		<u>\$45,510.63</u>	<u>\$257,510.34</u>

ESTIMATED ASSESSMENT ROLL Grand Avenue Street Extension

Cost Summary

PROPERTY OWNER SHARE OF IMPROVEMENT COST

Assessable Frontage	902.6	'	
Estimated Assessable Rate Per Foot	\$285.30	(1)	
ESTIMATED ASSESSMENTS RECEIVABLE	\$257,510.34		55.06%

CITY SHARE OF IMPROVEMENT COST

NON-ASSESSABLE:

1) RATE DETERMINING COSTS

a) Estimated Amount for Non Assessable Rate Determining Frontages	\$39,200.00
b) Estimated Amount for Public Right-of-Way Frontages (2)	\$31,489.74
c) Rounding Adjustment	(\$0.08)
Sub-total	\$70,689.66

2) NON-RATE DETERMINING COSTS

a) Estimated Collector Street Costs	\$68,950.00
b) Storm Water Related Costs	\$36,250.00
c) Additional Walk Width	\$34,300.00
Sub-total	\$139,500.00

Total Estimated City Share of Non-Assessable Cost	\$210,189.66
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ASSESSABLE:

City Share of Assessable Cost	\$0.00
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TOTAL ESTIMATED CITY SHARE OF IMPROVEMENT	\$210,189.66	44.94%
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TOTAL ESTIMATED COST OF IMPROVEMENT	\$467,700.00
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(1) \$234.88/ft for street only. \$50.42/ft for sidewalk only.

(2) Future Cecilee Street frontage on Grand Avenue (70')

Grand Avenue frontage within Darling Drive right of way (16.5')

Future Cecilee Street stub frontage within Grand Avenue right of way (14.5' x 2) (Applicable to street only)

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	10/02/15	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ENGINEERING ADMIN	38.35
	10/02/15	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ECONOMIC DEVELOPMENT	38.36
				TOTAL:	76.71
AC ELECTRIC	10/02/15	TROUBLE CALL, FAILED SERVI	ELECTRIC	M-DISTR UNDERGRND LINE	75.00
				TOTAL:	75.00
BELTLINE AUTOMOTIVE	10/02/15	SERVICE/REPAIRS #100	ELECTRIC	O-DISTR SUPER & ENG	298.39
	10/02/15	SERVICE #102	ELECTRIC	O-DISTR SUPER & ENG	41.56
				TOTAL:	339.95
BOLTON & MENK INC	10/02/15	TAXIWAY C EXTENSION	AIRPORT	PROJECT #12	13,408.00
				TOTAL:	13,408.00
C&S CHEMICALS INC	10/02/15	4,169 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,856.89
				TOTAL:	4,856.89
CHAMBER OF COMMERCE	10/02/15	LODGING TAX-AUGUST	TOURISM PROMOTION	LODGING TAX/TOURISM	27,753.10
				TOTAL:	27,753.10
CHAPULIS BRADLEY	10/02/15	REIMBURSE	GENERAL FUND	ECONOMIC DEVELOPMENT	732.81
				TOTAL:	732.81
DACOTAH PAPER CO	10/02/15	BAGS, TOILET PAPER	LIQUOR	O-GEN MISC	284.65
				TOTAL:	284.65
DEPARTMENT OF FINANCE	10/02/15	SEIZED PROPERTY-DEBENEDET	GENERAL FUND	POLICE ADMINISTRATION	50.00
				TOTAL:	50.00
DEPARTMENT OF LABOR AND INDUSTRY	10/02/15	2ND QTR BUILDING PERMIT SU	GENERAL FUND	NON-DEPARTMENTAL	2,088.80
				TOTAL:	2,088.80
ECHO GROUP INC	10/02/15	HOLE PLUGS	ELECTRIC	M-DISTR UNDERGRND LINE	17.11
	10/02/15	STRAPS	ELECTRIC	M-DISTR UNDERGRND LINE	3.91
	10/02/15	BUSHINGS	ELECTRIC	M-DISTR UNDERGRND LINE	6.57
	10/02/15	METER WIRE	ELECTRIC	M-DISTR UNDERGRND LINE	114.76
	10/02/15	INHIBITOR	ELECTRIC	M-DISTR UNDERGRND LINE	54.77
				TOTAL:	197.12
FASTENAL COMPANY	10/02/15	MARKING PAINT	GENERAL FUND	PAVED STREETS	4.94
	10/02/15	PLYWOOD WINTER COVERS HARD	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	22.87
				TOTAL:	27.81
FEIT TRACI	10/02/15	REIMBURSE CASELLE CONFEREN	ELECTRIC	ACCTS-RECORDS & COLLEC	406.81
				TOTAL:	406.81
FERGUSON ENTERPRISES INC #226	10/02/15	HYDRANT METER SUPPLIES	WATER	M-DISTR METERS	25.40
	10/02/15	PVC FOR SUMP LINE REPAIR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	18.23
				TOTAL:	43.63
FLEXIBLE PIPE TOOL CO	10/02/15	FREIGHT-CAMERA REPAIR WARR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	30.45
				TOTAL:	30.45
FRIENDS OF THE AUDITORIUM	10/02/15	PROGRAMMING-FOUNDATION GRA	GENERAL FUND	CENTER FOR ACTIVE LIVI	3,379.00
				TOTAL:	3,379.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GRAINGER INC	10/02/15	OIL ABSORBENT PADS	ELECTRIC	M-DISTR UNDERGRND LINE	151.28_
		TOTAL:			151.28
ITEN, VIDA	10/02/15	REIMBURSE CASELLE CONFEREN	ELECTRIC	ACCTS-RECORDS & COLLEC	17.82
	10/02/15	REIMBURSE CASELLE CONFEREN	ELECTRIC	ACCTS-ASSISTANCE	18.33_
		TOTAL:			36.15
JOSWIAK JOE	10/02/15	REIMBURSE CLANDESTINE LABS	GENERAL FUND	POLICE ADMINISTRATION	195.00
	10/02/15	REIMBURSE CLANDESTINE LABS	GENERAL FUND	POLICE ADMINISTRATION	100.77_
		TOTAL:			295.77
LAMPERTS YARDS INC-2600013	10/02/15	WELL #26 REPLACEMENT DOOR	WATER	M-PUMPING	12.36
	10/02/15	WELL #26 REPLACEMENT DOOR	WATER	M-PUMPING	29.14
	10/02/15	POLY	ELECTRIC	M-DISTR UNDERGRND LINE	34.93_
		TOTAL:			76.43
LAMPERTS YARDS INC-2602004	10/02/15	SAND MIX	RECREATION	GOLF COURSE-GREEN	1.00-
	10/02/15	PLYWOOD WINTER COVERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	69.92_
		TOTAL:			68.92
LINCOLN-PIPESTONE RURAL WATER SYSTEM	10/02/15	SEPTEMBER WATER PURCHASES-	WATER	O-SOURCE MISC	30,850.56
	10/02/15	SEPTEMBER WATER PURCHASES-	WATER	O-SOURCE MISC	57,542.40_
		TOTAL:			88,392.96
LOWES SHEET METAL INC	10/02/15	QUALITY INSTALL CONTRACTOR	ELECTRIC	CUSTOMER INSTALL EXPEN	300.00_
		TOTAL:			300.00
MINNESOTA VALLEY TESTING LABS INC	10/02/15	SEPTEMBER SALTY DISCHARGE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	135.00_
		TOTAL:			135.00
MISCELLANEOUS V AILTS LARRY	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	6.00
BASHE MARCIA	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
BAVARO JACQUELINE J	10/02/15	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	249.08
GAUL TIM	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
MCCARTHY KELLY/TAMMY	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
MCNIECE EDWARD	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
ROBERTS JULIE	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WORTHINGTON KRA RISING	10/02/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,200.00_
		TOTAL:			2,105.08
MN FALL EXPO	10/02/15	FALL MAINTENANCE EXPO	GENERAL FUND	PAVED STREETS	25.00_
		TOTAL:			25.00
NBS CALIBRATIONS	10/02/15	SERVICE/CALIBRATION BALANC	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	167.00_
		TOTAL:			167.00
NCL OF WISCONSIN INC	10/02/15	PLASTIC AMPULES	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	835.17_
		TOTAL:			835.17
NOBLES COUNTY ATTORNEY	10/02/15	SEIZED PROPERTY-DEBENEDET	GENERAL FUND	POLICE ADMINISTRATION	100.00_
		TOTAL:			100.00
NOBLES COUNTY LANDFILL	10/02/15	DEMO- CLEAN UP	ELECTRIC	M-DISTR UNDERGRND LINE	60.48_
		TOTAL:			60.48
PELLEGRINO FIRE EXTINGUISHER SALES	10/02/15	ANNUAL FIRE EXTINGUISHER	MUNICIPAL WASTEWAT	O-PURIFY MISC	511.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	511.50
RESICO INC	10/02/15	BOX PADS-15KV TRANSFORMERS ELECTRIC		FA DISTR UNDRGRND COND	4,000.57_
				TOTAL:	4,000.57
RUNNINGS SUPPLY INC-ACCT#9502440	10/02/15	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	9.89
	10/02/15	DUCK TAPE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	7.19
	10/02/15	40W OIL FOR AERATION BLOWE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	19.99
	10/02/15	MOUSE BAIT	ELECTRIC	O-DISTR MISC	22.95
	10/02/15	GRASS SEED	ELECTRIC	O-DISTR MISC	37.99_
				TOTAL:	98.01
SCHWALBACH ACE #6067	10/02/15	GRAY PRIMER SPRAY PAINT	MUNICIPAL WASTEWAT	M-PURIFY MISC	7.98
	10/02/15	FILTER	ELECTRIC	M-DISTR UNDERGRND LINE	12.99
	10/02/15	WRE ENDS	ELECTRIC	M-DISTR UNDERGRND LINE	6.98_
				TOTAL:	27.95
VEEN NANCY	10/02/15	REIMBURSE HIRE TO HIGHER	GENERAL FUND	POLICE ADMINISTRATION	17.92
	10/02/15	REIMBURSE HIRE TO HIGHER	GENERAL FUND	POLICE ADMINISTRATION	30.00_
				TOTAL:	47.92
VERIZON WIRELESS	10/02/15	WIRELESS PHONE SERVICE/PHO	GENERAL FUND	POLICE ADMINISTRATION	815.31
	10/02/15	WIRELESS PHONE SERVICE/PHO	GENERAL FUND	SECURITY CENTER	81.64
	10/02/15	WIRELESS PHONE SERVICE/PHO	GENERAL FUND	SECURITY CENTER	81.64
	10/02/15	WIRELESS PHONE SERVICE/PHO	GENERAL FUND	CODE ENFORCEMENT	50.52
	10/02/15	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.37
	10/02/15	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	50.52
	10/02/15	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	28.37
	10/02/15	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.37
	10/02/15	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.37
	10/02/15	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	38.37
	10/02/15	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.52
	10/02/15	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	38.37
	10/02/15	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	50.52
	10/02/15	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	41.17
	10/02/15	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	38.37_
				TOTAL:	1,470.43
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	10/02/15	FRANCHISE FEE-MEDIACOM-AUG	CABLE TELEVISION	CABLE	6,168.36
	10/02/15	FRANCHISE FEE-VAST/CLARITY	CABLE TELEVISION	CABLE	18,734.58_
				TOTAL:	24,902.94
WORTHINGTON FIRE DEPT RELIEF ASSOC	10/02/15	2015 FIRE STATE AID	GENERAL FUND	FIRE ADMINISTRATION	52,748.02
	10/02/15	2015 SUPPLEMENTAL PENSION	GENERAL FUND	FIRE ADMINISTRATION	12,906.02_
				TOTAL:	65,654.04
ZEP SALES & SERVICE-ACUITY SPECIALTY P	10/02/15	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	475.10_
				TOTAL:	475.10

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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===== FUND TOTALS =====
101  GENERAL FUND                73,484.10
229  RECREATION                   1.00CR
601  WATER                       88,610.49
602  MUNICIPAL WASTEWATER        6,814.34
604  ELECTRIC                     8,431.81
609  LIQUOR                       284.65
612  AIRPORT                     13,408.00
872  CABLE TELEVISION            24,902.94
882  TOURISM PROMOTION           27,753.10
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                        GRAND TOTAL:    243,688.43
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TOTAL PAGES: 4

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AAA STRIPING SERVICE CO.	10/09/15	STREET MARKING	GENERAL FUND	SIGNS AND SIGNALS	4,200.00_
				TOTAL:	4,200.00
AMERICAN BOTTLING COMPANY	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	153.46_
				TOTAL:	153.46
ARCTIC GLACIER USA INC	10/09/15	ICE	LIQUOR	NON-DEPARTMENTAL	89.13
	10/09/15	ICE	LIQUOR	NON-DEPARTMENTAL	105.69
	10/09/15	ICE	LIQUOR	NON-DEPARTMENTAL	146.57
	10/09/15	ICE	LIQUOR	NON-DEPARTMENTAL	52.29_
				TOTAL:	393.68
ARNOLD MOTOR SUPPLY	10/09/15	SEAFOAM TUNE UP	RECREATION	GOLF COURSE-GREEN	6.98
	10/09/15	BATTERY, RAGS	RECREATION	GOLF COURSE-GREEN	88.41
	10/09/15	SEALS, BEARINGS	RECREATION	GOLF COURSE-GREEN	47.39
	10/09/15	BATTERY FOR 5410	RECREATION	GOLF COURSE-GREEN	73.65_
				TOTAL:	216.43
ARTISAN BEER COMPANY	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	118.70
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	288.00_
				TOTAL:	406.70
AVERA MCKENNAN	10/09/15	LAB TESTING	ELECTRIC	O-DISTR MISC	31.00_
				TOTAL:	31.00
BAHRS SMALL ENGINE	10/09/15	POLE SAW SHAFT	RECREATION	TREE REMOVAL	98.55
	10/09/15	SHARPEN CHAINIS	RECREATION	TREE REMOVAL	128.00_
				TOTAL:	226.55
BENSON TECHNICAL WORKS INC	10/09/15	QTRLY LIGHT VERIFICATION	AIRPORT	O-GEN MISC	624.25_
				TOTAL:	624.25
BEVERAGE WHOLESALERS INC	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	3,409.10
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	10,859.55
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	5,838.35
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	6,584.85_
				TOTAL:	26,691.85
BHS MARKETING LLC	10/09/15	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,495.88_
				TOTAL:	8,495.88
BIERSCHBACH EQUIPMENT & SUPPLY CO INC	10/09/15	SHOVELS-FIBERGLASS HANDLES	GENERAL FUND	PAVED STREETS	207.00_
				TOTAL:	207.00
MARK ROBERT BRODIN	10/09/15	A/V SERVICES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	654.90
	10/09/15	A/V SERVICES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	617.40_
				TOTAL:	1,272.30
COAST TO COAST SOLUTIONS	10/09/15	PROMO BOTTLES	GENERAL FUND	POLICE ADMINISTRATION	653.99_
				TOTAL:	653.99
COCA-COLA ENTERPRISES-MIDWEST DIVISION	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	295.44_
				TOTAL:	295.44
COOPERATIVE ENERGY CO- ACCT # 5910807	10/09/15	GEAR LUBE	STORM WATER MANAGE	STORM DRAINAGE	37.40
	10/09/15	AIRPORT GENERATOR FUEL	AIRPORT	O-GEN MISC	153.31

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	190.71
CULLIGAN WATER COND CO	10/09/15	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	75.50
	10/09/15	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	10/09/15	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	10/09/15	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	10/09/15	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	10/09/15	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	10/09/15	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	32.33
				TOTAL:	204.33
DAILY GLOBE	10/09/15	NOTICE OF HEARING	GENERAL FUND	CLERK'S OFFICE	127.58
	10/09/15	PLANNING COMMISSION	GENERAL FUND	ECONOMIC DEVELOPMENT	91.13
	10/09/15	ACTIVE AGING WEEK	GENERAL FUND	CENTER FOR ACTIVE LIVI	620.00
	10/09/15	LABOR DAY-PV	RECREATION	GOLF COURSE-CLUBHOUSE	120.00
	10/09/15	NOTICE OF HEARING	IMPROVEMENT CONST	OKABENA ST WATER MAIN	121.50
	10/09/15	LIQUOR ADS	LIQUOR	O-GEN MISC	1,071.60
				TOTAL:	2,151.81
DAVIS TYPEWRITER CO INC	10/09/15	PLANNER	GENERAL FUND	CLERK'S OFFICE	34.14
	10/09/15	ENVELOPES	GENERAL FUND	CLERK'S OFFICE	10.25
	10/09/15	CALENDAR, PLANNER	GENERAL FUND	ACCOUNTING	37.35
	10/09/15	TONER	GENERAL FUND	ACCOUNTING	87.29
	10/09/15	POP-UP NOTES	GENERAL FUND	ENGINEERING ADMIN	10.00
	10/09/15	PENS, TAPE	GENERAL FUND	ENGINEERING ADMIN	4.88
	10/09/15	POP-UP NOTES	GENERAL FUND	ECONOMIC DEVELOPMENT	9.99
	10/09/15	PENS, TAPE	GENERAL FUND	ECONOMIC DEVELOPMENT	4.88
	10/09/15	DVD-R	GENERAL FUND	POLICE ADMINISTRATION	34.55
	10/09/15	FILES	GENERAL FUND	SECURITY CENTER	23.79
	10/09/15	FILES	GENERAL FUND	SECURITY CENTER	23.79
	10/09/15	HIGHLIGHTERS, TAPE, VELLUM	GENERAL FUND	SECURITY CENTER	16.24
	10/09/15	HIGHLIGHTERS, TAPE, VELLUM	GENERAL FUND	SECURITY CENTER	16.25
	10/09/15	RIBBON, BINDER CLIPS	GENERAL FUND	SECURITY CENTER	12.14
	10/09/15	RIBBON, BINDER CLIPS	GENERAL FUND	SECURITY CENTER	12.14
	10/09/15	LETTER TRAY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	11.56
	10/09/15	EXACT VELLUM BRISTOL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	16.30
	10/09/15	PENS, STAPLES, CORRECTION	WATER	ACCTS-RECORDS & COLLEC	7.72
	10/09/15	PENS, STAPLES, CORRECTION	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	7.71
	10/09/15	PENS, STAPLES, CORRECTION	ELECTRIC	ACCTS-RECORDS & COLLEC	15.43
	10/09/15	CALENDARS	DATA PROCESSING	DATA PROCESSING	19.52
	10/09/15	STATEMENT PAPER	DATA PROCESSING	DATA PROCESSING	11.89
				TOTAL:	427.81
DOLL DISTRIBUTING LLC	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	3,741.45
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	45.00
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	16.20
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	12,214.80
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	5,599.00
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	220.00
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	198.45
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	3,677.95
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	82.70
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	433.50
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	204.00
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	2,501.65
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	4,370.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/09/15	WATER	LIQUOR	O-GEN MISC	39.00_
				TOTAL:	33,312.05
DUBA SHEET METAL WORKS	10/09/15	18" METAL PLATE	WATER	M-PURIFY EQUIPMENT	25.00_
				TOTAL:	25.00
EATON CORPORATION	10/09/15	REPLACE SPRING RELEASE	INDUSTRIAL WASTEWA	O-PURIFY MISC	4,328.00_
				TOTAL:	4,328.00
ECHO GROUP INC	10/09/15	AIRPORT HANGER LIGHT #4	AIRPORT	O-GEN MISC	27.75_
				TOTAL:	27.75
FASTENAL COMPANY	10/09/15	GROUT-ENTRANCE SIGNS	GENERAL FUND	PAVED STREETS	16.65_
				TOTAL:	16.65
FEDEX	10/09/15	RETURN FREIGHT	GENERAL FUND	POLICE ADMINISTRATION	13.05_
				TOTAL:	13.05
FERGUSON ENTERPRISES INC #226	10/09/15	PRIMER, CEMENT	RECREATION	GOLF COURSE-GREEN	24.81_
				TOTAL:	24.81
FERGUSON WATERWORKS INC #2516	10/09/15	VALVE REPAIR PARTS	WATER	M-TRANS MAINS	111.86_
				TOTAL:	111.86
FIFE WATER SERVICES INC	10/09/15	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	9,886.80_
				TOTAL:	9,886.80
GEOOTEK INC	10/09/15	CONCRETE COMPRESSION TESTS	WATER	PROJECT #5	60.00_
				TOTAL:	60.00
GOPHER STATE ONE CALL INC	10/09/15	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	44.61
	10/09/15	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	44.61
	10/09/15	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	89.23_
				TOTAL:	178.45
GRAHAM TIRE OF WORTHINGTON INC	10/09/15	ROTORS, PADS #26	GENERAL FUND	POLICE ADMINISTRATION	237.95
	10/09/15	ROTORS, PADS #26	GENERAL FUND	POLICE ADMINISTRATION	493.05
	10/09/15	OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	11.00
	10/09/15	OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	20.06
	10/09/15	NEW TIRES ON #402	GENERAL FUND	PAVED STREETS	48.00
	10/09/15	NEW TIRES ON #402	GENERAL FUND	PAVED STREETS	1,727.04
	10/09/15	2 TIRES ON #408	STORM WATER MANAGE	STREET CLEANING	46.00
	10/09/15	2 TIRES ON #408	STORM WATER MANAGE	STREET CLEANING	525.60_
				TOTAL:	3,108.70
GREATLIFE AT WORTHINGTON COUNTRY CLUB	10/09/15	MAYOR'S BRUNCH	GENERAL FUND	MAYOR AND COUNCIL	1,895.20_
				TOTAL:	1,895.20
HAIN SCOTT	10/09/15	REIMBURSE	WATER	O-SOURCE WELLS & SPRNG	457.07
	10/09/15	REIMBURSE	ELECTRIC	ADMIN OFFICE SUPPLIES	920.57_
				TOTAL:	1,377.64
HAWKINS INC	10/09/15	2 TONS CHLORINE	WATER	O-PURIFY	1,295.00
	10/09/15	CHEMICALS	WATER	O-PURIFY	2,471.44_
				TOTAL:	3,766.44

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HERON LAKE WATERSHED DISTRICT	10/09/15	OUTLET TO CD 12/GRADING	IMPROVEMENT CONST	TH 59 N COMM/IND PARK	50.00_
				TOTAL:	50.00
HY-VEE INC-61609 (UTILITIES)	10/09/15	COFFEE, WATER, KLEENEX	WATER	ACCTS-RECORDS & COLLEC	11.18
	10/09/15	COFFEE, WATER, KLEENEX	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	11.18
	10/09/15	COFFEE, WATER, KLEENEX	ELECTRIC	ADMIN MISC	3.98
	10/09/15	COFFEE, WATER, KLEENEX	ELECTRIC	ACCTS-RECORDS & COLLEC	22.37_
				TOTAL:	48.71
J & K WINDOWS	10/09/15	WINDOW CLEANING	LIQUOR	O-GEN MISC	32.06_
				TOTAL:	32.06
JACKS UNIFORMS & EQUIPMENT	10/09/15	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	135.89_
				TOTAL:	135.89
JERRY'S AUTO SUPPLY	10/09/15	FITTING, HOSE #329	STORM WATER MANAGE	STORM DRAINAGE	36.90
	10/09/15	HYDRAULIC FLUID	STORM WATER MANAGE	STORM DRAINAGE	39.99_
				TOTAL:	76.89
JOHNSON BROTHERS LIQUOR CO	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,078.12
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	1,392.50
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	117.97
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,494.14
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,048.49
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	1,619.45
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	2,400.00
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,196.20
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	1,182.10
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	22.66-
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	420.00-
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	21.00-
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	165.00-
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15.00-
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	11.33-
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	39.24-
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	170.30
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	58.11
	10/09/15	freight	LIQUOR	O-SOURCE MISC	26.84
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	36.81
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	65.58
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	49.80
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	78.03
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	52.01
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	6.36-
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	3.04-
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	0.83-
				TOTAL:	26,361.99
JOSWIAK JOE	10/09/15	REIMBURSE CLANDESTINE LAB	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	308.00_
				TOTAL:	308.00
LAMPERTS	10/09/15	TRAINING MATERIALS	GENERAL FUND	POLICE ADMINISTRATION	280.54
	10/09/15	TRAINING MATERIALS	GENERAL FUND	POLICE ADMINISTRATION	27.62
	10/09/15	TRAINING MATERIALS	GENERAL FUND	POLICE ADMINISTRATION	13.12_
				TOTAL:	321.28

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LARSON CRANE SERVICE INC	10/09/15	2014 SEWER/WATER RECON #7	WATER	NON-DEPARTMENTAL	3,470.77
	10/09/15	2014 SEWER/WATER RECON #7	WATER	PROJECT #5	810.70
	10/09/15	'15 SANITARY SEWER MANHOLE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	746.66-
	10/09/15	'15 SANITARY SEWER MANHOLE	MUNICIPAL WASTEWAT	PROJECT #17	14,933.20_
				TOTAL:	18,468.01
LAW ENFORCEMENT LABOR SERVICES INC #27	10/09/15	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	235.00_
				TOTAL:	235.00
LAWNS PLUS	10/09/15	MOWING 9/2, 9/10	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	150.00_
				TOTAL:	150.00
LEAGUE OF MN CITIES	10/09/15	2015 REGIONAL MEETINGS	GENERAL FUND	ADMINISTRATION	40.00_
				TOTAL:	40.00
MARKS TOWING & REPAIR OF WORTHINGTON I	10/09/15	TOW ICR#15-5916	GENERAL FUND	POLICE ADMINISTRATION	65.00_
				TOTAL:	65.00
MC CUEN CONSTRUCTION INC	10/09/15	WELCOME SIGNS	GENERAL FUND	SIGNS AND SIGNALS	8,969.00_
				TOTAL:	8,969.00
MC LAUGHLIN & SCHULZ INC	10/09/15	REPAIRS	GENERAL FUND	PAVED STREETS	2,237.37_
				TOTAL:	2,237.37
MICHAEL EGGERS	10/09/15	OIL CHANGE #40	GENERAL FUND	POLICE ADMINISTRATION	8.00
	10/09/15	OIL CHANGE #40	GENERAL FUND	POLICE ADMINISTRATION	24.61_
				TOTAL:	32.61
MINNESOTA BOARD OF ACCOUNTANCY	10/09/15	LICENSE RENEWAL-KOLANDER	GENERAL FUND	ACCOUNTING	100.00
	10/09/15	LICENSE RENEWAL-OLSEN	GENERAL FUND	ACCOUNTING	100.00_
				TOTAL:	200.00
MINNESOTA BUREAU OF CRIMINAL APPREHENS	10/09/15	HIRE TO HIGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	240.00
	10/09/15	LEGAL ATTITUDE	GENERAL FUND	POLICE ADMINISTRATION	120.00_
				TOTAL:	360.00
MINNESOTA CHIEFS OF POLICE ASSN.	10/09/15	CLEO & COMMAND ACADEMY	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	1,110.00_
				TOTAL:	1,110.00
MINNESOTA COUNTY ATTORNEY'S ASSOC	10/09/15	FORFEITURE FORMS	GENERAL FUND	SECURITY CENTER	14.00
	10/09/15	FORFEITURE FORMS	GENERAL FUND	SECURITY CENTER	14.00_
				TOTAL:	28.00
MINNESOTA ELEVATOR INC	10/09/15	QUARTERLY ELEVATOR SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	176.99_
				TOTAL:	176.99
MINNESOTA ENERGY RESOURCES CORP	10/09/15	GAS SERVICE	GENERAL FUND	PAVED STREETS	19.10
	10/09/15	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	87.03
	10/09/15	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	45.50
	10/09/15	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	125.95
	10/09/15	GAS SERVICE	AIRPORT	O-GEN MISC	55.54
	10/09/15	GAS SERVICE	AIRPORT	O-GEN MISC	62.43_
				TOTAL:	395.55
MINNESOTA MUNICIPAL UTILITIES ASSOC	10/09/15	PRE-EMPLOYMENT, POST ACCID	GENERAL FUND	PAVED STREETS	71.00_
				TOTAL:	71.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MISCELLANEOUS V CHILEL LUCAS GERONIMO	10/09/15	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	225.00
DAVIS MICHELLE	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	14.47
DAVIS MICHELLE	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.09
FISHER KEITH	10/09/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
GARCIA LOPEZ ROSENDO	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	35.17
GARCIA LOPEZ ROSENDO	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.07
LAM NGON T	10/09/15	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	12.79
MAHMUD YOSEF B	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	70.76
MAHMUD YOSEF B	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.05
PHILLIPS BRETT	10/09/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
PINEDA OSMIN	10/09/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
RIVAS DEBRA	10/09/15	REFUND OF CREDITS-ACCTS FI MUNICIPAL WASTEWAT		NON-DEPARTMENTAL	114.48
RIVAS DEBRA	10/09/15	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	0.10
RIVAS DEBRA	10/09/15	REFUND OF CREDITS-ACCTS FI STORM WATER MANAGE		NON-DEPARTMENTAL	208.75
SARBESSA ZENEBU M	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	55.39
SARBESSA ZENEBU M	10/09/15	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.07
SNYDER RYAN	10/09/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WORTHINGTON HRA	10/09/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	3,360.00
				TOTAL:	4,257.19
MISSOURI RIVER ENERGY SERVICES	10/09/15	MRES LEADERSHIP ACADEMY	ELECTRIC	ADMIN MISC	198.00
				TOTAL:	198.00
MMN CHILD SUPPORT PAYMENT CTR	10/09/15	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	461.46
	10/09/15	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46
				TOTAL:	755.92
MTI DISTRIBUTING INC	10/09/15	SOLID TINES	RECREATION	GOLF COURSE-GREEN	300.11
	10/09/15	BLADES	RECREATION	PARK AREAS	132.91
				TOTAL:	433.02
NALCO COMPANY	10/09/15	PHOSPHATE	WATER	O-PURIFY	5,095.35
				TOTAL:	5,095.35
NB GOLF, LLC	10/09/15	CHARGER REPAIRS	RECREATION	GOLF COURSE-CLUBHOUSE	131.80
				TOTAL:	131.80
NICOLE KEMPENMA'S CLEANING AND ORGANIZI	10/09/15	CLEANING 8/31/15	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	94.50
	10/09/15	CLEANING 9/22,9/23	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	243.00
	10/09/15	CLEANING 9/29	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	81.00
				TOTAL:	418.50
NOBLES COUNTY AUDITOR/TREASURER	10/09/15	31-0016-000	GENERAL FUND	OTHER GEN GOVT MISC	1,240.21
	10/09/15	31-0017-000	GENERAL FUND	OTHER GEN GOVT MISC	52.97
	10/09/15	SEPTEMBER LEGAL SERVICES	GENERAL FUND	PROSECUTION	13,983.23
	10/09/15	31-0101-000	GENERAL FUND	PAVED STREETS	301.00
	10/09/15	31-0104-000	GENERAL FUND	PAVED STREETS	73.00
	10/09/15	31-3974-500	GENERAL FUND	LAKE IMPROVEMENT	648.00
	10/09/15	31-0015-000	GENERAL FUND	ADI DEVELOPMENT	1,123.00
	10/09/15	31-3786-555	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	4,622.00
	10/09/15	31-3786-552	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	187.61
	10/09/15	31-3786-553	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	187.61
	10/09/15	31-3786-557	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	105.37
	10/09/15	31-3786-559	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	129.97
	10/09/15	31-3786-561	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	129.97
	10/09/15	31-3786-563	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	129.97

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/09/15	31-3786-565	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	129.97
	10/09/15	31-3786-583	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	374.29
	10/09/15	31-3786-585	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-587	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-589	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-591	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-593	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-595	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3786-597	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	111.78
	10/09/15	31-3849-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	67.99
	10/09/15	31-3850-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	8,906.00
	10/09/15	31-3852-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	4,418.37
	10/09/15	01-0192-500	WATER	O-SOURCE WELLS & SPRNG	61.00
	10/09/15	31-1773-050	WATER	O-DISTR MISC	281.13
	10/09/15	31-1773-050	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	140.56
	10/09/15	31-1773-050	ELECTRIC	O-DISTR MISC	140.57
	10/09/15	20-0061-500	AIRPORT	O-GEN MISC	70.67
	10/09/15	31-3786-710	AIRPORT	O-GEN MISC	311.00
	10/09/15	31-3786-715	AIRPORT	O-GEN MISC	166.00
	10/09/15	31-3786-720	AIRPORT	O-GEN MISC	87.00
	10/09/15	31-3786-730	AIRPORT	O-GEN MISC	184.00
	10/09/15	31-3786-735	AIRPORT	O-GEN MISC	50.00
	10/09/15	31-3786-760	AIRPORT	O-GEN MISC	42.00
	10/09/15	31-3825-475	AIRPORT	O-GEN MISC	63.00
	10/09/15	31-3825-500	AIRPORT	O-GEN MISC	54.00
	10/09/15	31-3825-520	AIRPORT	O-GEN MISC	73.00
	10/09/15	31-3825-530	AIRPORT	O-GEN MISC	101.00
	10/09/15	31-3825-540	AIRPORT	O-GEN MISC	45.00
	10/09/15	31-3825-550	AIRPORT	O-GEN MISC	77.00
	10/09/15	31-3825-560	AIRPORT	O-GEN MISC	56.00
	10/09/15	31-3825-610	AIRPORT	O-GEN MISC	96.00
	10/09/15	31-3825-760	AIRPORT	O-GEN MISC	159.00
	10/09/15	31-3827-500	AIRPORT	O-GEN MISC	709.00
	10/09/15	31-4021-000	AIRPORT	O-GEN MISC	700.00
	10/09/15	SOLID WASTE AUGUST	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,180.00_
				TOTAL:	48,439.92
PELLEGRINO FIRE EXTINGUISHER SALES	10/09/15	YEARLY FIRE EXTINGUISHER S	AIRPORT	O-GEN MISC	850.00_
				TOTAL:	850.00
PEN LINK LTD	10/09/15	PEN-LINK ANNUAL MAINTENANC	PD TASK FORCE	NON-DEPARTMENTAL	1,050.00
	10/09/15	PEN-LINK ANNUAL MAINTENANC	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	350.00_
				TOTAL:	1,400.00
PEPSI COLA BOTTLING CO	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	143.85
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	27.00
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	201.85
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	113.00_
				TOTAL:	485.70
PETERSEN CLEANING & SUPPLY	10/09/15	CLEAN UP 617 OMAHA	GENERAL FUND	CODE ENFORCEMENT	987.85_
				TOTAL:	987.85
PHILLIPS WINE & SPIRITS INC	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,181.58
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	1,947.00
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,318.52

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	963.85
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	101.55
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	45.24
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	206.97
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	24.90_
				TOTAL:	19,789.61
PRAIRIE LANDSCAPING INC	10/09/15	BAC SEPT MOWING, SPRAYING	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	700.00_
				TOTAL:	700.00
QUALIFICATION TARGETS INC	10/09/15	GUN CLEANING SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	56.67_
				TOTAL:	56.67
R & R PRODUCTS INC	10/09/15	NEEDLE TINES	RECREATION	GOLF COURSE-GREEN	172.09_
				TOTAL:	172.09
TRACOM CORP	10/09/15	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	464.40
	10/09/15	SERVICE #430 RADIO, LIGHTS	GENERAL FUND	PAVED STREETS	285.00
	10/09/15	SERVICE #430 RADIO, LIGHTS	GENERAL FUND	PAVED STREETS	42.00_
				TOTAL:	791.40
FRAY ALLEN MANUFACTURING CO INC	10/09/15	HARNES	GENERAL FUND	POLICE ADMINISTRATION	72.49_
				TOTAL:	72.49
ROUND LAKE VINEYARDS & WINERY LLC	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	288.00_
				TOTAL:	288.00
RUNES FURNITURE STORE	10/09/15	OFFICE	GENERAL FUND	PAVED STREETS	75.00_
				TOTAL:	75.00
RUNNINGS SUPPLY INC-ACCT#9502485	10/09/15	RANGE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	6.98
	10/09/15	CUTTING WHEEL	GENERAL FUND	PAVED STREETS	14.37
	10/09/15	TOOLS	GENERAL FUND	PAVED STREETS	65.46
	10/09/15	PROPANE	RECREATION	GOLF COURSE-CLUBHOUSE	13.99
	10/09/15	TANK CLEANER, MEASURING JU	RECREATION	GOLF COURSE-GREEN	43.97
	10/09/15	GOPHER REPELLENT	RECREATION	GOLF COURSE-GREEN	19.99
	10/09/15	FLAGS, OIL, WASHER FLUID	RECREATION	GOLF COURSE-GREEN	164.34
	10/09/15	BOLTS FOR FLAG POLES	RECREATION	GOLF COURSE-GREEN	14.76
	10/09/15	GOPHER REPELLENT	RECREATION	GOLF COURSE-GREEN	10.00-
	10/09/15	BAR CLAMP, BULK BIN PRODUC	RECREATION	GOLF COURSE-GREEN	11.29
	10/09/15	TROWEL MARGIN	STORM WATER MANAGE	STORM DRAINAGE	4.99
	10/09/15	COUPLER CLASS	STORM WATER MANAGE	STREET CLEANING	21.99_
				TOTAL:	372.13
SCHAAP SANITATION INC	10/09/15	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	112.86
	10/09/15	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	16.63
	10/09/15	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	104.60
	10/09/15	617 OMAHA CLEANUP	GENERAL FUND	CODE ENFORCEMENT	724.35
	10/09/15	1106 OMAHA	GENERAL FUND	CODE ENFORCEMENT	54.33
	10/09/15	1120 1/2 4TH AVE	GENERAL FUND	CODE ENFORCEMENT	24.15
	10/09/15	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	48.78
	10/09/15	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	98.56
	10/09/15	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	125.74
	10/09/15	MONTHLY SERVICE	RECREATION	PARK AREAS	576.68
	10/09/15	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	728.90
	10/09/15	MONTHLY SERVICE	WATER	O-DISTR MISC	146.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/09/15	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	225.00
	10/09/15	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	162.50
	10/09/15	MONTHLY SERVICE	LIQUOR	O-GEN MISC	172.00
	10/09/15	MONTHLY SERVICE	AIRPORT	O-GEN MISC	111.41
	10/09/15	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	63,923.10
	10/09/15	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	12,959.90
	10/09/15	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	997.66-
	10/09/15	SOLID WASTE-AUGUST	GARBAGE COLLECTION	CODE ENFORCEMENT	4,164.40_
				TOTAL:	83,482.89
ISCHWALBACH ACE #6067	10/09/15	METER INSTALL SUPPLIES	WATER	O-DISTR METERS	8.97_
				TOTAL:	8.97
SERVALL TOWEL & LINEN SUPPLY	10/09/15	GRANIT MATS, BAR SWIPES	LIQUOR	O-GEN MISC	72.22_
				TOTAL:	72.22
SHEEHAN MACK SALES/EQUIP INC	10/09/15	PARTS #410	GENERAL FUND	PAVED STREETS	765.42
	10/09/15	PARTS #425, 410	GENERAL FUND	PAVED STREETS	57.78
	10/09/15	PARTS #425, 410	GENERAL FUND	PAVED STREETS	92.27_
				TOTAL:	915.47
SOUTHERN WINE & SPIRITS OF MINNESOTA	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	659.31
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	364.00
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,251.80
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	288.00
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	13.63
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	14.80
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	68.03
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	11.10_
				TOTAL:	7,670.67
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	10/09/15	CDAP-12-0071-O-FY13 #27	SMALL CITIES GRANT	SW MN HOUSING	3,013.00_
				TOTAL:	3,013.00
SOUTHWESTERN MENTAL HEALTH CENTER INC	10/09/15	EAP SESSIONS	GENERAL FUND	OTHER GEN GOVT MISC	108.10
	10/09/15	EAP SESSIONS	RECREATION	GOLF COURSE-GREEN	2.12
	10/09/15	EAP SESSIONS	RECREATION	PARK AREAS	10.60
	10/09/15	EAP SESSIONS	WATER	EMPLOYEE PENS & BENEFI	12.72
	10/09/15	EAP SESSIONS	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.96
	10/09/15	EAP SESSIONS	ELECTRIC	EMPLOYEE PENS & BENEFI	25.43
	10/09/15	EAP SESSIONS	LIQUOR	O-GEN MISC	8.48
	10/09/15	EAP SESSIONS	AIRPORT	O-GEN MISC	6.36
	10/09/15	EAP SESSIONS	DATA PROCESSING	DATA PROCESSING	4.23_
				TOTAL:	195.00
STANDAFER STARR	10/09/15	REIMBURSE SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	6.62
	10/09/15	REIMBURSE SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	6.62
	10/09/15	REIMBURSE SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	13.25_
				TOTAL:	26.49
ROBIN STOYKE	10/09/15	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	52.80_
				TOTAL:	52.80
STREICHER'S INC	10/09/15	RETURNED UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	199.98-
	10/09/15	AMMUNITION	GENERAL FUND	POLICE ADMINISTRATION	1,469.34_
				TOTAL:	1,269.36

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
TEXAS REFINERY CORP	10/09/15	FUEL CONDITIONER	RECREATION	GOLF COURSE-GREEN	264.62_
				TOTAL:	264.62
THUL SPECIALTY CONTRACTING INC	10/09/15	RESTORATION-INFLUENT WET W INDUSTRIAL WASTEWA	O-PURIFY MISC		58,000.00_
				TOTAL:	58,000.00
TRI-STATE RENTAL CENTER	10/09/15	AIRPORT SPRINKLER SYSTEM	AIRPORT	O-GEN MISC	332.00
	10/09/15	AIRPORT SPRINKLER SYSTEM	AIRPORT	O-GEN MISC	125.00_
				TOTAL:	457.00
TURFWERKS	10/09/15	ROLLERS	RECREATION	GOLF COURSE-GREEN	848.79_
				TOTAL:	848.79
U S POSTAL SERVICE-TMS ACCT# 247383	10/09/15	POSTAGE REFILL	GENERAL FUND	MAYOR AND COUNCIL	101.94
	10/09/15	POSTAGE REFILL	GENERAL FUND	ADMINISTRATION	78.66
	10/09/15	POSTAGE REFILL	GENERAL FUND	ELECTIONS	2.43
	10/09/15	POSTAGE REFILL	GENERAL FUND	CLERK'S OFFICE	28.12
	10/09/15	POSTAGE REFILL	GENERAL FUND	ACCOUNTING	0.00
	10/09/15	POSTAGE REFILL	GENERAL FUND	ENGINEERING ADMIN	212.06
	10/09/15	POSTAGE REFILL	GENERAL FUND	ECONOMIC DEVELOPMENT	456.13
	10/09/15	POSTAGE REFILL	GENERAL FUND	OTHER GEN GOVT MISC	0.00
	10/09/15	POSTAGE REFILL	GENERAL FUND	POLICE ADMINISTRATION	0.00
	10/09/15	POSTAGE REFILL	GENERAL FUND	FIRE ADMINISTRATION	470.94
	10/09/15	POSTAGE REFILL	GENERAL FUND	PAVED STREETS	0.00
	10/09/15	POSTAGE REFILL	GENERAL FUND	CODE ENFORCEMENT	6.96
	10/09/15	POSTAGE REFILL	GENERAL FUND	CENTER FOR ACTIVE LIVI	178.48
	10/09/15	POSTAGE REFILL	GENERAL FUND	CENTER FOR ACTIVE LIVI	49.91
	10/09/15	POSTAGE REFILL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	0.00
	10/09/15	POSTAGE REFILL	RECREATION	RECREATION PROGRAMS	0.00
	10/09/15	POSTAGE REFILL	RECREATION	GOLF COURSE-CLUBHOUSE	0.48
	10/09/15	POSTAGE REFILL	RECREATION	GOLF COURSE-GREEN	3.84
	10/09/15	POSTAGE REFILL	RECREATION	PARK AREAS	6.30
	10/09/15	POSTAGE REFILL	RECREATION	OLSON PARK CAMPGROUND	0.00
	10/09/15	POSTAGE REFILL	RECREATION	TREE REMOVAL	0.00
	10/09/15	POSTAGE REFILL	LIQUOR	O-GEN MISC	8.95
	10/09/15	POSTAGE REFILL	AIRPORT	O-GEN MISC	0.49
	10/09/15	POSTAGE REFILL	DATA PROCESSING	DATA PROCESSING	689.31_
				TOTAL:	2,295.00
UPPER MIDWEST COMMUNITY POLICING INSTI	10/09/15	INTERNAL AFFAIRS CLASS	GENERAL FUND	POLICE ADMINISTRATION	950.00_
				TOTAL:	950.00
VANTAGEPOINT TRANSFER AGENTS-457	10/09/15	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	62.00_
				TOTAL:	62.00
VERIZON WIRELESS	10/09/15	MONTHLY SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.08
	10/09/15	MONTHLY SERVICE	GENERAL FUND	ADMINISTRATION	58.70
	10/09/15	MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.18
	10/09/15	MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.48
	10/09/15	AIRCARDS	GENERAL FUND	POLICE ADMINISTRATION	542.18
	10/09/15	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	198.10
	10/09/15	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.08
	10/09/15	MONTHLY SERVICE	RECREATION	PARK AREAS	36.08
	10/09/15	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.08_
				TOTAL:	1,031.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VETERINARY MEDICAL CTR PA	10/09/15	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	50.42
	10/09/15	THOR EXAM	GENERAL FUND	POLICE ADMINISTRATION	89.97
	10/09/15	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	53.67_
				TOTAL:	194.06
VINOCOPIA INC	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,318.00
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	112.00
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	24.00_
				TOTAL:	1,454.00
CASEY VORTHERMS CONSTRUCTION	10/09/15	INSTALL MOUNTING BRACKETS	LIQUOR	O-GEN MISC	780.00_
				TOTAL:	780.00
WIRTZ BEVERAGE MINNESOTA WINE & SPIRIT	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	83.10
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,254.08
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	161.40
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,655.81
	10/09/15	BEER	LIQUOR	NON-DEPARTMENTAL	159.95
	10/09/15	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,043.24
	10/09/15	MIX	LIQUOR	NON-DEPARTMENTAL	125.24
	10/09/15	WINE	LIQUOR	NON-DEPARTMENTAL	373.25
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	73.56
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	51.15
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	77.28
	10/09/15	FREIGHT	LIQUOR	O-SOURCE MISC	3.71_
				TOTAL:	17,061.77
YMCA	10/09/15	SEPTEMBER CAL MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,189.12
	10/09/15	SEPTEMBER CAL MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	787.85
	10/09/15	SEPTEMBER CAL MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	2,030.54_
				TOTAL:	4,007.51
ZABINSKI BUSINESS SERVICES INC	10/09/15	BALANCE NEW SOFTWARE	LIQUOR	O-GEN MISC	6,455.41
	10/09/15	ADDTL BOSS STATION, MODEM	LIQUOR	O-GEN MISC	480.94_
				TOTAL:	6,936.35
ZIMCO SUPPLY CO	10/09/15	FUNGICIDE	RECREATION	GOLF COURSE-GREEN	213.75_
				TOTAL:	213.75

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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

101	GENERAL FUND	54,844.06
202	MEMORIAL AUDITORIUM	1,998.30
204	SMALL CITIES GRANT	3,013.00
207	PD TASK FORCE	2,818.00
229	RECREATION	4,519.05
231	ECONOMIC DEV AUTHORITY	20,917.08
401	IMPROVEMENT CONST	171.50
601	WATER	14,690.26
602	MUNICIPAL WASTEWATER	14,897.61
604	ELECTRIC	5,588.62
605	INDUSTRIAL WASTEWATER	80,710.68
606	STORM WATER MANAGEMENT	921.62
609	LIQUOR	143,446.58
612	AIRPORT	5,392.21
702	DATA PROCESSING	724.95
873	GARBAGE COLLECTION	80,049.74
878	WASTE MANAGEMENT COLL	7,180.00

GRAND TOTAL: 441,883.26

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