

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, February 27, 2017

City Hall Council Chambers

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. INTRODUCTIONS AND OPENING REMARKS

C. AGENDA ADDITIONS/CHANGES AND CLOSURE

1. Additions/Changes
2. Closure

D. CONSENT AGENDA

1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Regular Meeting February 13, 2017
 - b. City Council Minutes of Special Meeting-Work Session, February 22, 2017
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Worthington Area Convention and Visitors Bureau Minutes of January 25, 2017
 - b. Worthington Economic Development Authority Minutes of February 13, 2017

3. a. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. Approve 2017 Beach Nook Contract
2. Approve Girls Softball Association Agreement

4. BILLS PAYABLE (WHITE)

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

E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

1. Application to Conduct Off-Site Gambling - Worthington Hockey Association

F. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Approve 2017 YMCA Program Fees
2. Terminate Agreement for Joint Use of Equipment
3. Authorize Sale of Golf Course Equipment

G. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

1. Amend Engineering Budget and Authorize Contract for Aerial Mapping Update
2. Airport Consultant Work Order 6 for Design of Runways 11-29 and 18-36 Maintenance Project
3. Petition to Impound County Ditch 12 Drainage System Waters

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

Case Items

1. Contract for Professional Services and Memorandum of Understanding Related to Design Standards Project
2. Grant Contract and Development Agreement - Worthington Manor Apartments

I. COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle
2. Council Member Janssen

3. Council Member Oberloh
4. Council Member Cummings
5. Council Member Ernst
6. Council Member Harmon

J. CITY ADMINISTRATOR REPORT

K. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, FEBRUARY 13, 2017**

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: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon. Honorary Council Member: Chris Kielblock.

Staff present: Steve Robinson, City Administrator; Brad Chapulis, Director of Community/Economic Development; Troy Appel, Public Safety Director, Todd Wietzema, Public Works Director; Janice Oberloh, City Clerk; Kevin Flynn, Police Captain; Micah Messman, Patrol Officer.

Others present: Justine Wettschreck, KWOA; Karl Evers-Hallstrom, Daily Globe; Jill and Jake Cuperus.

The Pledge of Allegiance was recited.

AGENDA CLOSED / APPROVED WITH CHANGE

Mayor Kuhle stated that item F1-*Introduction of Officer Micah Mesman*, would be taken out of order and moved to immediately follow the consent agenda.

The motion was made by Council Member Harmon, seconded by Council Member Cummings and unanimously carried to close / approve the agenda with the request to move item F1.

HONORARY COUNCIL MEMBER

Mayor Kuhle introduced and welcomed Chris Kielblock as the Honorary Council Member for the months of February, March and April, 2017.

CONSENT AGENDA APPROVED

Council Member Oberloh requested an amendment to the January 23, 2017 City Council Minutes regarding the Preferred Alternative for McMillan Street and Ryan's Road Improvements selection, to reflect that he requested that the McMillan path become a dedicated recreation trail along the berm between Ace Hardware and Car Quest and serve the entire Ryan's Road area.

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the consent agenda as follows, with the noted amendment to the January 23, 2017 City Council Minutes :

- City Council Minutes of Regular Meeting January 23, 2017
- Minutes of Boards and Commissions - Water and Light Commission Minutes of Regular Meeting February 6, 2017 and Regular Meeting January 23, 2017; NEON Committee Minutes of January 12, 2017; Housing and Redevelopment Authority Board Minutes of December 22, 2016; Convention and Visitors Bureau Minutes of December 13, 2016; Center

- for Active Living Committee Minutes of January 9, 2017
- Application for Temporary On-Sale Liquor License - Avera Medical Group Worthington
- Application for Exemption from Lawful Gambling Permit - St. Mary's Church
- Adoption of City of Worthington 2017 Legislative Priorities
- Approval of Ownership of Property to be Purchased for Utility Purposes
- Approval of Partial Release of Easement
- Bills Payable and Totaling \$614,022.21 be ordered paid

PRAIRIE VIEW CLUBHOUSE RENTAL AGREEMENT APPROVED

Staff presented a 2017 Prairie View Clubhouse Rental Agreement between the City of Worthington and Jill and Jake Cuperus, for their business, Local Harvest, for five months approximately mid-May through mid-October. The business offers fresh local produce, chickens, eggs, soups, sandwiches, and local handcrafts. The meeting room in the clubhouse would be again available for rental for various events.

Steve Robinson, City Administrator, noted the terms of the lease agreement include:

- Monthly rent of \$500.00, triple net,
- Lessee shall pay all operational expenses including real estate taxes and utilities,
- Lessee shall obtain and pay for all insurance as required by the City's insurance carrier,
- Covenant to hold harmless

Council Member Oberloh questioned what the rental rate was in the previous year. Steve Robinson, City Administrator, responded that it was \$1,000 per month. When questioned about the reduction, Mayor Kuhle said it was not economically feasible for them to pay that amount and it was important to have someone in the building. In response to an additional question from Council Member Oberloh, Mayor Kuhle responded that the facility had not been marketed to anyone else. Ms. Cuperus stated that last year they also used the cart shed, which they did not intend to do this year, would be using less green space, and they would be putting up with construction out there this year - they thought it would be appropriate to ask for a lower rate. Council Member Oberloh proposed that they extend the term of the contract to May 1st to October 31st and pay an additional month's rent, as opposed to the term being mid-May to mid-October. Ms. Cuperus said there was only base board heating there and it gets too cold during those times

The motion was made by Council Member Cummings and seconded by Council Member Ernst to approve the Prairie View Clubhouse Rental Agreement as presented, with the following Council Members voting in favor of the motion: Janssen, Cummings, Ernst, Harmon; and the following Council Members voting against the same: Oberloh. Motion carried.

PROFESSIONAL SERVICES FOR LEGISLATIVE REPRESENTATIVE SERVICES

APPROVED

Steve Robinson, City Administrator, presented a professional services agreement between the City of Worthington and the lobbying firm of Fryberger, Buchanan, Smith & Frederick, P.A. for consideration that would provide legislative representation to the City in seeking the extension of the City's local option sales and excise tax. Kevin Walli of that firm has assisted in sessions with our state legislative officials and provided guidance in writing the legislation for the extension. Continued services through the agreement could include monitoring the bill and advising staff as it continues through the legislative process.

The motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the professional services agreement with Kevin Walli of The Fryberger Firm to represent the City during the 2017 Legislative Session and any extension of that session, specifically to provide advice and support for legislative action to extend the local option sales tax, at a not to exceed fee of \$3,000.

Council Member Oberloh noted we need to sell ourselves and be there too during the process.

INFORMATIONAL ITEM - 2017 LOCAL BOARD OF APPEAL AND EQUALIZATION MEETINGS

Staff had received notification from the Nobles County Assessor 's Office that the 2017 Local Board of Appeal/Equalization for the City of Worthington has been scheduled for 9:00 a.m. on Thursday, May 11, 2017 in the Nobles County Commissioner's Room. The Nobles County Board of Appeal and Equalization meeting is scheduled for 6:00 p.m. on Tuesday, June 13, 2017.

INTRODUCTION AND OATH - POLICE OFFICER MICAH MESMAN

Director of Public Safety Troy Appel introduced new Police Officer Micah Mesman, noting that he has successfully completed his field training. A brief background on the new officer was also provided. Following the introduction, the City Clerk administered the oath of service to Officer Mesman, and Council welcomed him as a new employee.

PRAIRIE JUSTICE CENTER GARAGE ADDITION APPROVED

Public Safety Director, Troy Appel, presented a proposal for expansion of the current heated garage and connected driveway at the Prairie Justice Center, and as approved by the Prairie Justice Center Joint Operations Committee. The proposed addition will increase the number of parking stalls from six to 18, and offer additional storage areas. In addition, the proposal would also close off the roadway on the west side of the PJC north of the garage, and have a "law enforcement only" approach from Airport Road. Chief Appel said this would result in a safer process for the officers, and the

public would no longer be able to circle the PJC.

The City's obligation for the original construction of the PJC is 41.78% of Bond Series 2009B, which is approximately \$195,000 per year. That bond will be retired in February of 2022. As proposed, the City would begin paying 50% of the garage and driveway additions upon retirement of the original bond. Nobles County has agreed to front the cost of the construction, with the City to begin repayment in 2023 using the same budgeted funds until the garage is paid off, which will allow the City to pay for the garage without increasing any future levies.

The motion was made by Council Member Oberloh and seconded by Council Member Harmon to approve the proposal for the Prairie Justice Center Garage addition and roadway modification.

In response to Steve Robinson, City Administrator, said the time frame for repayment would be three to five years if it stays on schedule depending on what the cost comes in at. With the original estimates, the City's share of the project was around \$600,000.

The motion was unanimously carried.

2017 PRIVATE DOCKS ON PUBLIC PROPERTY

The City's policy adopted in 2013 for installing private docks on public property says the City shall annually set the number of private docks allowed on public property, and set the annual permit fee. Todd Wietzema, Public Works Director, said last year 15 permits were allowed and 13 permits were issued. Permit holders from the prior year have first option for renewal unless Council reduces the number of permits allowed.

Council Member Cummings said setting a number is ridiculous - Mayor Kuhle agreed. There was an additional restriction from Second Avenue to 625 Lake Avenue that allows for only 3 permits in that area as a result of Council action in 1995. Mr. Wietzema said there is also a PUD in that area that limits the number of docks from Second Avenue to Fifth Avenue to three. In 2016 Council took action to eliminate the 3 dock restriction in that area other than in the PUD area. Council Member Oberloh said he is not in favor of just opening it up. Past practice has been to issue permits only to those who have property across the street from the lake, on public property but not in a park area. Mr. Wietzema said he's had inquiries for two additional permits over those issued last year. It was suggested to limit the permit number to the number of properties across the street from the lake that would qualify. Council Member Oberloh asked if there was any interest in raising the annual fee from \$135 to \$150. Mr. Wietzema provided information on the requirements to have a private dock on public property, and the services that the City provides.

Public Works staff inspect the docks weekly to be sure they are safe, as they are open to the public for use. The dock owner is required to provide liability insurance that names the City as co-insured,

and they are required to purchase signs for their dock for notification that they are open to the public and no swimming or diving is allowed.

The motion was made by Council Member Oberloh and seconded by Council Member Cummings to increase the annual permit fee to \$150, and to limit the number of dock permits at a number not to exceed the number of lots directly across from public property. Council Member Ernst noted that action would eliminate the dock permit holder on May Street. Council Member Oberloh said that was not his intention - the action would include an exception for the permit holder at 713 May Street. The motion was unanimously carried.

RESOLUTION NO. 2017-02-02 ADOPTED APPROVING DECERTIFICATION OF TAX INCREMENT FINANCING DISTRICT NO. 8

Staff presented a resolution for the decertification of TIF District No. 8. The District was established in 1995, as a Pay-As-You-Go TIF, to financially assist with TIF eligible site improvements related to the construction of Willow Court Townhomes, located just north of the intersection of Darling Drive and Grand Avenue. Per the TIF agreement, the City is obligated to continue to make the semi-annual payments until the principal is paid, or the payment due February 1, 2017 is made, whichever occurs first. City staff made the February 1, 2017 payment last week.

The City's Economic Development Authority met earlier in the evening and adopted a resolution to decertify the district.

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adopt the following resolution decertifying TIF District No. 8:

RESOLUTION NO. 2017-02-02

APPROVING THE DECERTIFICATION OF TAX INCREMENT FINANCING DISTRICT N O.
8 (PRAIRIE VIEW LIMITED HOUSING) IN THE CITY OF WORTHINGTON, MINNESOTA

(Refer to Resolution File for complete copy of Resolution)

EVENT CENTER HOURS APPROVED - ISD PROM

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the request from ISD 518 to extend the operating hours at the Event Center to 5:00 a.m. to accommodate prom activities on April 28/29.

Event Center Management and City staff were supportive of the request - a similar request was granted last year.

Council Member Oberloh asked if the School District could be given the ability to do this without having to come to Council. Brad Chapulis, Director of Community/Economic Development, said he could draft an amendment to the management contract and see if the Event Center Management Company is receptive to it.

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - Provided reports on a Fire Relief Association meeting he attended, and an ATP 7 meeting.

Council Member Janssen - Reported on a Joint Transit Board meeting held January 22, 2017.

Council Member Oberloh - Reported on an HRA meeting he attended at the end of January.

Council Member Cummings - Reported on a Memorial Auditorium Advisory Board meeting.

Council Member Ernst - Noted she had also attended the Joint Transit meeting; reported on the NEON meeting February 9th, and the Cable 3 meeting last Friday.

Council Member Harmon - Reported on a Racial Equity meeting he attended in Bloomington while there January 27-28; an MMUA Legislative meeting on January 31 - February 1; the CGMC meeting in St. Paul for lobbying February 1-2; a WREDC meeting February 2nd; Water and Light Commission February 6th; and the Center for Active Living Committee meeting this morning.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, reported that he had attended an Ehlers Public Finance Seminar two weeks ago, and was somewhat disappointed in the first day but the second day had a couple of good sessions. Last week an informational meeting was held with those who are participating in the trip to Crailshiem this summer. Also last week he and Todd met with representatives of the Adult Soccer League to discuss roles and responsibilities of the City and those that they will provide. This Thursday he will be going to the City of Marshall to meet with the Administrator there.

CLOSED SESSION UNDER MINN. STAT. § 13D.05, SUBD. 3(B) - ATTORNEY-CLIENT PRIVILEGE

Mayor Kuhle announced that Council would be going into Closed Session under Minn. Stat. § 13D.05, Subd. 3(b) - Attorney-Client Privilege. Those not entitled to stay for the closed session left the meeting.

The motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to close the meeting at 8:07 p.m.

Following closed session discussion, the motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to re-open the meeting at 8:39 p.m.

CLOSED SESSION UNDER MINN. STAT. § 13D.05, SUBD. 3(C) - DEVELOP OR CONSIDER OFFERS OR COUNTEROFFERS FOR PURCHASE OR SALE OF REAL OR PERSONAL PROPERTY - PARCEL NO. 31 - 0628-000

Mayor Kuhle announced that Council would be going into Closed Session under Minn. Stat. § 13D.05, Subd. 3(c) - Develop or Consider Offers or Counteroffers for Purchase or Sale of Real or Personal Property - Parcel No. 31-0628-000

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to close the meeting at 8:40 p.m.

Following closed session discussion, the motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to re-open the meeting at 9:33 p.m.

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 9:34 p.m.

Janice Oberloh, MCMC
City Clerk

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING - WORK SESSION, FEBRUARY 22, 2017**

The meeting was called to order at 5:30 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon. Honorary Council Member: Chris Kielblock.

Staff present: Steve Robinson, City Administrator; Brad Chapulis, Director of Community/Economic Development; Janice Oberloh, City Clerk.

Others present: Justine Wettschreck, KWOA.

ESTABLISH COUNCIL POLICY FOR ACCEPTING OFFERS FOR EDAu-OWNED PROPERTY

Steve Robinson, City Administrator, said the purpose of the meeting was to provide information and guidance to Council on a couple of issues, as the City had received a full price offer for purchase of three acres of Economic Development Authority (EDA)-owned property on the west side of Highway 59 North. Brad Chapulis, Director of Community/Economic Development, provided information on the definition and role of the EDA. A copy of Minn. Stat. § 469.105, which addresses the sale of property owned by an EDA, was distributed and discussed. Mr. Chapulis said some of the current zoning of the property may not fit with the City's plan for the area, but as the EDA, they had the ability to go over and above the rules and regulations of the zoning ordinance to protect the EDA interest. Discussion included the purchase process (MOU's, Purchase Agreements), requiring earnest money and required time frame for property development to begin. Mr. Chapulis said covenants could be put on the property.

Following discussion, consensus was for staff to move forward in developing a policy that would include the following:

- Requires a purchase agreement - MOU's would not be acceptable
- Deadline for plans and specs would be six months from execution of the purchase agreement
- Deadline for conveyance of the property is one year from the execution of the purchase agreement
- Would require payment of earnest money equal to 10% of the purchase price

PUBLIC INFRASTRUCTURE / PRIVATE DEVELOPMENT

Council discussed a proposal received from a private developer for the City to install public infrastructure in their private development, to assist with the costs associated with their town house project. Several Council Members noted they had also been contacted by the developer. Mayor Kuhle noted they had indicated to him that they would also need a low interest loan to be paid back to the City when the town houses were built. Some information received by Council Members when contacted by the developer conflicted with other information received. Council Member Ernst wondered why some Members had information on this issue and others didn't. Council Member

Janssen suggested tabling the discussion until everyone has the same information.

Mr. Robinson said while the discussion was wrapped up in a development that is an entirely private property, the other opportunity to be discussed is whether you develop a plat, and plat a public street, and when it's finished it's turned over to the City and it would be the City's ownership, including the utilities that serve it. Perhaps to assist in a situation where a developer can't move ahead because of the costs. The concern is we don't have a new housing subdivision that can accommodate 20 or 30 new homes. Past practice is that the developer would buy the land, do the platting, put the utilities in and build the street, all at their own cost. Then once it's done the City takes ownership of the infrastructure, but he's paid for it, and they recover their cost when they sell the lots. Discussion was held on the role of the City as owner/developer, or with the City as developer on privately owned property. Mayor Kuhle said in previous conversations, Council had discussed the Luverne project where they put the development in north of town and gave the lots away - but had decided to go with the Nobles Home Initiative program because the rebate in taxes would about pay for a lot over five years, which avoided taking the money out of the City budget. He suggested perhaps a committee should be established to take a look at this. Council Member Janssen suggested that someone talk to the contractors to find out why they're not moving ahead with residential building before we move ahead with this option. Council Members Cummings and Ernst were in favor of moving forward with the City doing something. Concern was also expressed on whether the City would be competing with private developers and financial institutions if we took on this role.

Mr. Robinson said staff had enough direction that Council was interested in exploring it further.

ADJOURNMENT

The motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 6:38 p.m.

Janice Oberloh, MCMM
City Clerk

Worthington Area Convention & Visitors Bureau
Board of Directors Meeting
January 25, 2017
Chamber of Commerce/CVB Office
4:47 p.m.

Present: Brad Meester, Maria Thier, Jesse Flynn, Nancy Vaske, Brian Wind, Maria Parga, Alyssa Benson, Len Bakken, Andy Johnson, Jeff Rotert, Chad Cummings, Darlene Macklin and Alicia Jensen.

Excused Absence: Jessica Noble, Ryan McGaughey, Diane Graber and Nicholas Raymo.

Absent: Jenny Andersen-Martinez

Chairperson of the Board Andy Johnson presiding.

A motion was made by Chad Cummings, seconded by Brad Meester, and passed unanimously to approve the agenda as presented.

A motion was made by Len Bakken, seconded by Jesse Flynn, and passed unanimously to approve the minutes of the December 13, 2016 Board of Directors meeting.

A motion was made by Nancy Vaske, seconded by Brad Meester, and passed unanimously to accept the December, 2016 financial statement as presented.

Bio-Science Sponsorship: A motion was made by Len Bakken, seconded by Jesse Flynn and passed unanimously to sponsor the Bio-Science conference for \$2,500.

Windsurfing Regatta Sponsorship: A motion was made by Brad Meester, seconded by Len Bakken and passed unanimously to sponsor the Windsurfing Regatta for \$3,500.

International Festival Sponsorship: A motion was made by Len Bakken, seconded by Chad Cummings, and passed unanimously to sponsor the International Festival for \$1,000.

Pheasant Fest Update: New panels have been designed for the display. SW MN website for hunting and fishing has been updated and now includes nine counties.

Worthington Wells Rooster Rally Update: The event will no longer be taking place. Scott Rall has withdrawn the funds that were awarded for the event. He was hoping for more dollars and feels there is not enough excitement about the event for this year.

2017 Goals: The priorities were reviewed with those present and approved.

Board of Directors Meeting Continued, Page 2

Committee Reports: Marketing/Visitors – Need to review Winterfest Queen. They are struggling to get enough interested applicants.

Motel Advisory – Digital ads with the Daily Globe are moving forward. Looking into offering CPR to front line workers at the hotels.

Sports & Recreation – Wild Turkey Shoot out is March 18th.

Winterfest – More committee members are needed. Need some new ideas. Opening ceremony and Chili Cook-off was well attended.

Hunting Works for Minnesota: The Worthington Area Convention and Visitors Bureau has been asked to submit a letter by Hunting Works for Minnesota on the opposition to the proposed lead shot ban on WMA land. CVB letterhead would be used and then all other Chamber/CVB supporters would have their name on the letter as well. Last year, Marshall used their letterhead with others signing on. It was suggested that the letter come from Travel Southwest instead of the Worthington CVB. It was unanimously agreed that Worthington should support the opposition and be listed in the letter.

City Report: Four individuals will be going to the capital to talk about legislative priorities with elected officials.

Next Meeting: The next meeting of the board will be held on Wednesday, February 22nd at the Chamber of Commerce.

Meeting was adjourned by consensus at 5:10 p.m.

Respectfully Submitted,

Darlene Macklin, Executive Director

**WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY
FEBRUARY 13, 2017**

The meeting was called to order at 6:45 p.m. in City Hall Council Chambers by Mike Kuhle with the following Members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon.

Staff present: Steve Robinson, City Administrator, Brad Chapulis, Director of Community/Economic Development; Janice Oberloh, City Clerk.

Others present: Chris Kielblock, Honorary Council Member; Justine Wettschreck, KWOA.

MINUTES APPROVED

The motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to approve the Worthington Economic Development Authority Minutes of August 8, 2016.

RESOLUTION NO. 2017-02-01 ADOPTED APPROVING DECERTIFICATION OF TAX INCREMENT FINANCING DISTRICT NO. 8

Brad Chapulis, Director of Community/Economic Development, provided background on the TIF District, noting it was established in 1995 to financially assist with TIF eligible site improvements related to the construction of Willow Court Townhomes, a 24-unit rental townhome complex located directly north of the intersection of Darling Drive and Grand Avenue. The TIF District was established as a Pay-As-You-Go TIF District, meaning the developer paid for the eligible expenditures at the time of development, and was being paid back through the tax increment payments by the City through the EDA over the last 19 years.

Per the agreement, the City is obligated to make the semi-annual payments until the principal is paid or until the payment due February 1, 2017 is made, whichever occurs first. City staff made the February 1, 2017 TIF payment last week, and were now recommending decertification of the TIF District. Mr. Chapulis said with TIF revenues not meeting projections due to the decreases in tax levies over the 20 years, the full amount of repayment will not be achieved.

In response to a request from Council Member Oberloh, Mr. Chapulis explained why we did not collect enough money to make that happen. When tax increment financing districts are established, they are established at the levy rate at that time, which was at a higher rate and have been decreasing over the course of the 20 years. In 2016 that rate was down to 100.368. With the CCSI redevelopment project that was certified in 2006, the cumulative tax levy was at 133.something percent. That means a 33 point drop to last year, meaning the revenue being collected off that, due to the decrease in levy rate, has caused the projections that we utilized in establishing the TIF District not to pair up. To make it whole would require the tax levy rate to remain constant during that period of time. This could happen again with other TIFs, but not those that are established as pay-as-you-go, which is a net wash because the developer should be putting in their proforma the full

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amount of the increment - and should have carried that across the board. There should be a decrease in the operating expenditure, meaning they're still getting the full benefit - they're just not paying it and getting it back. In the financial obligations where we've given loans up front, there is that potential that there would be that principal still remaining at the time of the decertification date. There is a provision in the agreements that we have that are structured as a pay-as-you-go that says the City is not obligated to any outstanding balance at the date of required decertification.

We were just paying a note back to the developer - it was a \$188,000 principal with 8 ½ % interest rate, which would have meant to be whole, there would have been \$360,000 and some change. The amount of tax increment collected was just over \$185,000 during that same period. We're not capturing the additional value of properties that are coming on - the new homes and businesses when we're keeping levies low.

Mr. Chapulis said the point of emphasis has been on the operating budget, which was at this level this year, and we're only going to increase it to "X" amount for next year - meaning a 2, 3, 5, whatever percent increase in the budget, but it doesn't correlate to the levy rate because the levy rate takes into consideration the total assessed valuation, and if you have a good construction year that you have a significant amount of valuation coming on the tax rolls, be that through new construction or appreciation of existing value, that is not being captured - its being used to relieve the tax liability to the existing tax payer.

Mayor Kuhle asked if part of the problem was that their property hasn't increased enough in value to pay the TIF. Mr. Chapulis responded no - the levy rate that is established using all of the taxing entities, the City, the County, the School District, and then several others that make up the 2 or 3% of the total levy. When you establish a budget it is run through a formula based off the assessed valuation, and then it comes up with what that levy rate is. If it is .53, .6, .7, and then they cumulatively add all of those together to come up with the cumulative levy rate, which last year was 103.68. I think this year is 112. Then every individual property is taxed based on that levy rate, based on your assessed valuation.

Mr. Oberloh said certifying this year at 6.8% - the effect on the average home owner was not that much increase because of the increased value in the community. The effective rate was .4 or something like that. As we move forward we need to get that number as close as it should be instead of having that gap there.

The motion was made by Alan Oberloh, seconded by Larry Janssen and unanimously carried to adopt the following resolution approving the decertification of TIF District No. 8:

RESOLUTION NO. 2017-02-01

APPROVING THE DECERTIFICATION OF TAX INCREMENT FINANCING DISTRICT NO.

PINK

Worthington Economic Development Authority
February 13, 2017
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8 (PRAIRIE VIEW LIMITED HOUSING) IN THE CITY OF WORTHINGTON, NOBLES
COUNTY, MINNESOTA

(Refer to Resolution File for complete copy of Resolution)

ADJOURNMENT

The motion was made by Larry Janssen, seconded by Chad Cummings and unanimously carried to adjourn the meeting at 6:56 p.m.

Janice Oberloh, MCMC
City Clerk/Secretary to the Economic Development Authority

ADMINISTRATIVE SERVICES MEMO

DATE: FEBRUARY 27, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. APPLICATION TO CONDUCT OFF-SITE GAMBLING - WORTHINGTON HOCKEY ASSOCIATION

Exhibit 1 is an Application to Conduct Off-Site Gambling submitted by the Worthington Hockey Association. The application is to allow them to conduct a raffle at the Worthington Hockey Arena on March 16, 2017. The application must be approved by the Local Unit of Government by resolution prior to submission to the state for their approval. Also included in *Exhibit 1* is a copy of the resolution approving the application.

Council action is requested to adopt the resolution approving the Application to Conduct Off-Site Gambling submitted by the Worthington Hockey Association.

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Worthington Hockey Association License Number: 03054

Address: 25369 190th Street City: Reading, MN Zip: 56165

Chief Executive Officer (CEO) Name: Scott Langerud Daytime Phone: _____

Gambling Manager Name: Debra Olsen Daytime Phone: _____

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 03 / 16 / 17 to 03 / 16 / 17

Check the type of games that will be conducted:

☒ Raffle ☐ Pull-Tabs ☐ Bingo ☐ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Worthington Hockey Arena

Street address and

City (or township): 1600 Stower Drive, Worthington Zip: 56187 County: Nobles

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☒ **Yes** If yes, a lease is not required.

☐ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ _____ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____ _____	Signature of County Personnel: _____ _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.


Signature of CEO (must be CEO's signature; designee may not sign)

2/6/2017
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. _____

REGARDING OFF-SITE GAMBLING PERMIT

RESOLVED, the City of Worthington agrees to approve the off-site gambling permit for the Worthington Hockey Association, to conduct a raffle at the Worthington Hockey Arena, 1600 Stower Drive, Worthington, Minnesota, on March 16, 2017.

Council Members _____ and _____ moved the approval of the foregoing gambling permit at the regular February 27, 2017 Council meeting, and the same was approved upon unanimously yea vote of all members present.

Adopted by the City Council of the City of Worthington, Nobles County, Minnesota this 27th day of February, 2017.

(SEAL)

Mayor

Attest: _____
City Clerk

PUBLIC WORKS MEMO

DATE: FEBUARY 22, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS**1. APPROVE 2017 BEACH NOOK CONTRACT**

The Park and Recreation Advisory Board has endorsed the proposed contract with Patricia Arnt (Lessee) to operate the concession area of the Centennial Beach. Under the terms of the contract, included as ***Exhibit 1***, the Lessee agrees to be open for business every day between Memorial Day and Labor Day weather permitting. The Lessee shall be paid a sum of \$5,000.00 in exchange for maintaining the restroom facilities, the beach area, and the concession area during the term of the lease. If Council approves the contract with Mrs. Arnt it should be contingent on City Staffs receiving the appropriate City Concession Permit and fees, insurance certificate, and damage deposit.

Council is requested to approve the Beach Nook contract as presented, with the contingencies as stated, and authorize the Mayor and City Clerk to sign the agreement.

2. APPROVE GIRLS SOFTBALL ASSOCIATION AGREEMENT

The Park and Recreation Advisory Board has discussed and endorsed the 2017 User Agreement between the City of Worthington and the Worthington Girls Softball Association. This agreement, included as ***Exhibit 2***, allows the Worthington Girls Softball Association to have exclusive use of the Centennial Softball fields for games and practices. The Girls Softball Association pays the city a fee of \$35.00 per field to cover the cost of preparing the infields on the days that there are games scheduled. City staff feels that this fee is adequate to cover any cost that should be incurred while preparing these fields.

Council is requested to approve the 2017 Softball Agreement and have the Mayor and City Clerk sign the agreement.

CASE ITEMS**1. APPROVE 2017 YMCA PROGRAM FEES**

The Park and Recreation Advisory Board, at their February 22, 2017 meeting, reviewed

and endorsed the proposed 2017 YMCA summer program fees, included as *Exhibit 3*. The programs include the YMCA's Fun and Adventure Day Camp and Summer Sports Programs. The YMCA proposes a 3% increases to the 2017 Day Camp fees and no increase to the Summer Sports Programs fees.

Council action is requested to approve the YMCA Summer Program Fees as shown in *Exhibit 3*.

2. TERMINATE AGREEMENT FOR JOINT USE OF EQUIPMENT

In May of 2013, The City of Worthington entered into a Cooperative Agreement with the Worthington Country Club to share some golf course maintenance equipment. Because of the decommissioning of Prairie View Golf Links, City staff in cooperation with staff from Great Life Worthington, has jointly agreed to terminate the existing agreement.

The current value of the seven shared pieces of equipment (*Exhibit 4*) is \$35,000.00. In accordance with the terms of the agreement, Great Life Worthington has agreed to purchase the City of Worthington's share for the sum of \$17,500.00. This \$17,500.00 would be used for future Parks and Recreation equipment purchases or future Parks capital improvement projects.

Council action is requested to allow staff to transfer complete ownership of the seven pieces of golf course maintenance equipment to Great Life Worthington, upon receiving the agreed amount of \$17,500.00.

3. AUTHORIZE THE SALE OF GOLF COURSE EQUIPMENT

In accordance with the past City of Worthington practices, any city owned personal property shall be declared surplus before being placed up for sale. With Prairie View Golf course not being in operation, city staff would like council's approval to place the city owned golf course equipment (*Exhibit 5*) up for sale. After accessing the cities needs and transferring some equipment to other city departments, staff feels that it is time to dispose of the listed equipment.

The equipment would be placed on the 16th Annual Upper Midwest Commercial Turf, Golf Course & Landscape Equipment Consignment Auction. This Auction will be held on March 25, 2017, and provides for live and online bidding. City staff, in researching possible sales options, feels that this auction gives the City the greatest amount of possible bidders. Fahey Auctioneers, the operators of the consignment auction, charge a 5% to 8% fee for all equipment sold. Any funds generated from the sale of this equipment would be used to fund future Parks and Recreation equipment purchases or fund future Park Capital Improvement projects.

Council action is requested to declare the golf course equipment surplus property and to allow staff to list the equipment to be sold, on the March 25th consignment auction.

CITY OF WORTHINGTON – PATRICIA ARNT DBA THE BEACH NOOK

This Agreement made and entered into by and between the City of Worthington, a municipal corporation hereinafter called the Lessor and Patricia Arnt, an individual residing at 23484 Paul Avenue, Worthington, Minnesota, dba “The Beach Nook” hereinafter called the Lessee.

WITNESSETH, in consideration of mutual covenants and agreements herein contained, the Lessor grants to the Lessee, the concession area in the Centennial Beach Restroom/Concession Building in order to carry out the selling of concessions to the general public, as subject to the following agreements, terms and conditions:

1. CONCESSION SPACE DEFINITION: Said space, located in the Centennial Beach Restroom/Concession Building, shall consist of the center portion of the building designated and designed as the concession area. The concession area shall be a secured area accessed only by the Lessee or the Lessee's authorized staff. The Director of Public Works and the Park Supervisor will be permitted access to the concession area at reasonable times with reasonable notice for the purposes of inspection and repair.

2. TERM OF LEASE

This Agreement will commence upon execution and shall terminate on September 30, 2017.

3. RENTAL PAYMENT

There shall be no rent paid by Lessee for the use of the concession space, however, in exchange for there being no rent obligation, Lessee agrees to be open for business between Memorial Day and Labor Day. It is the general understanding of the parties that the business will be open every day during that period as weather permits. Lessee may open her business prior to Memorial Day or after Labor Day if she so desires.

4. CONCESSION FEE AND DAMAGE DEPOSIT

Lessee shall pay the required concession permit fee of \$175 which is required in order to sell concessions within a City Park and shall also pay a \$100 damage deposit which shall be returned upon termination of this Lease Agreement provided there is no damage to concession area as a result of the acts of the Lessee.

5. BEACH AND RESTROOM MAINTENANCE

The City of Worthington shall pay to Lessee the sum of Five Thousand and No/100 (\$5,000.00) Dollars in exchange for the Lessee maintaining the restroom facilities, the beach area and the concession area during the term of this Lease Agreement. Such maintenance shall consist of ensuring that the restrooms are clean and sanitary; shall also include the filling of soap and towel dispensers; and shall include the replacement of toilet tissue. Lessee shall also sweep the concrete area in front of the building and

shall ensure that garbage and litter are picked-up in the area of the building and upon the beach. Payment shall be made by the City on or before December 1, 2017.

6. FURNISHING OF SUPPLIES

The City agrees to furnish the necessary cleaning and paper supplies required to maintain the restroom and beach areas.

7. CITY'S MAINTENANCE RESPONSIBILITIES

The City shall be responsible for emptying the garbage cans as well as for keeping the electrical and plumbing fixtures in good working condition; shall be responsible for issues concerning safety; and shall be responsible for repairs needed as a result of damage done to the restroom and/or concession areas unless said damage was as a result of the acts of the Lessee.

8. ACCOUNTING

Lessee shall provide an accounting to Lessor of her Profit and Loss for the 2017 season on or before November 1, 2017.

9. UTILITIES

Utility payments shall be the responsibility of the City during the lease agreement.

10. PROOF OF INSURANCE AND HEALTH CERTIFICATE

Upon signing of the lease agreement, the Operator agrees to provide to the City a Certificate of Liability Insurance in the amount of \$1,000,000 naming the City as an additional insured party. Operator also agrees to provide the required food vendors health certificate from Nobles/Rock Public Health.

11. TERMINATION OF LEASE: This lease agreement may be terminated by either party upon thirty (30) days written notice of the other party. Failure of the operator to maintain the restroom/beach and concession areas shall be cause for immediate termination.

Upon termination of this lease, the Operator shall remove all personal property from the leased premises within thirty (30) days after said termination.

If Lessee does not operate her business for the full period of time between Memorial Day and Labor Day or if this Agreement is terminated by either party pursuant to this section, Lessee will be paid a pro-rata portion of the maintenance payment set for the in Section 5 above for the days that the business was open. Closure due to cold weather or rain shall not be a basis for discounting the payment by the City.

IN WITNESSETH WHEREOF, the parties have executed this instrument on their behalf by their duly authorized officers.

Dated this _____ day of _____, 2017.

CITY OF WORTHINGTON

Mike Kuhle, Its Mayor

Janice Oberloh, Its Clerk

Patricia Arnt dba Beach Nook

**CITY OF WORTHINGTON - WORTHINGTON GIRLS SOFTBALL ASSOCIATION
USER AGREEMENT (2017)**

1. PARTIES: The parties to this agreement are the following:
 - a. City of Worthington, City Council, with offices in Worthington, Minnesota 56187, hereafter “City.”
 - b. Worthington Girls Softball Association, hereafter “WGSA.”
2. PURPOSES: The general purpose of this agreement is to outline the roles and responsibilities of the City of Worthington and the Worthington Girls Softball Association, hereinafter WGSA. It is the desire of the City and the WGSA for the WGSA to utilize the outdoor softball fields located at the Centennial Athletic Field for the purpose of playing organized softball games and team practice for the period beginning May 1, 2017 and ending on August 30, 2017
3. The City of Worthington agrees:
 - a. To appoint the Director of Public Works and the Park Supervisor as the City’s representatives. These representatives will be the direct contact for any concerns and /or issues that may arise during the term of this agreement.
 - b. To be responsible for the maintenance of the softball fields, to include mowing of the outfield, and field lighting. The fields will be maintained at a recreational level of play.
 - c. To prepare the infield for regular scheduled games played Monday thru Friday. The City reserves the right to determine if the infield is saturated due to rainfall and to cancel usage. The exception would be if the WGSA agrees to pay all additional costs for preparing the fields. If the infield or outfield becomes saturated with moisture to the point where the fields may become damaged, then the game(s) must be postponed or canceled.
 - d. To be responsible for all utility costs associated for the softball diamond lights.
 - e. To be responsible for the disposal of all garbage generated during regular scheduled games.
 - f. To maintain an open line of communication with the WGSA through their designated representatives.
 - g. To issue a license for vendors to operate within the Centennial Softball Field facility only upon completion by the WGSA and any vendor(s) of all requirements, including the payment of the vendor’s fee.

- h. To permit the WGSA to establish league fees and employment of game officials.
- i. To permit the WGSA the exclusive use of the fields for all regular scheduled games, with the exception, the City's summer youth's recreation program will have priority for field usage. A schedule must be provided to the City and the Director of the "YMCA" prior to the beginning of the season.

4. The Worthington Girls Softball Association agrees:

- a. To designate a representative(s) of the League and to provide the name(s) to the City. The representative(s) will be the direct contact for any concerns and /or issues that may arise during the term of this agreement.
- b. To insure that the games and related activities associated with the game of softball are conducted in a safe manner.
- c. To furnish a seasonal game schedule to the Director of Public Works and the Director of the "YMCA." Any deviation from the schedule will be reported to the Director of Public Works and the Director of the "YMCA."
- d. To report any facility deficiencies to the Director of Public Works or the Park Supervisor as soon as noticed, so proper action can be taken to remedy such problems.
- e. To provide for clean-up of the playing fields and surrounding areas and the disposal of the garbage generated at the fields upon the completion of each regular schedule game and deposit in City provided trash containers.
- f. To be responsible for preparing the infields for regular scheduled weekend games.
- g. To insure there is no gambling or consumption of any alcoholic beverages as prohibited by Worthington City Code Chapter 93, subdivision 93.12 (K) and Subdivision 93.15 (K.8)
- h. To maintain an open line of communication with the City through their designated representative(s).
- i. To pay to the City a user fee, to be established by the City Council to offset costs associated with the preparing of the infield for regular scheduled games. The 2017 user fee will be \$ 35.00 per time to prep infield(s).
- j. A separate user agreement must be obtained from the City prior to any scheduled tournaments.
- k. Insurance Requirements: The WGSA be required to provide a current Certificate of Insurance from his/her agent with minimum \$1,000,000 general liability insurance. In addition the City will require to be named as an additional insured on the general liability insurance policy and the Certificate of Insurance will so state.

Mayor

Worthington Girls Softball Association

City Clerk

DATED: _____

DATED: _____

Prairie View Golf Links/ Worthington Country Club Shared
Equipment Values

2013 Toro ProCore 648	\$16,000
2003 RedeximVertiDrain 7316	\$ 4500
2008 Vicon PS Fertilizer Spreader	\$1000
2007 Turfco TriWave 60 Seeder	\$7000
2008 Turfco Wide Spin 1530 Topdresser	\$6000
1998 Ryan Jr Sod Cutter	\$250
Par Aide Core Buster Drag Mat	\$250
Total	\$35,000

Amount to be paid to City of Worthington by Great Life
\$17,500

Golf Course Equipment for Disposal

	S.N.	Hours
1994 Jacobsen GreensKing IV with verticut reels	95001122	3005
2005 Jacobsen GreensKing IV	6228702554	1900
2006 Jacobsen GreensKing VI	62375-01921	1250
2008 Toro Reelmaster 5410	S270001600	2100
2010 Jacobsen GreensKing IV Plus	6230301855	1760
2011 Toro Reelmaster 5410	S31100030	1690
2013 Jacobsen GreensKing IV Plus	6230602232	1080
2014 Jacobsen AR 722T	6823301681	791
2005 Club Car Caryall I w/ cage	3787	1480
1995 Wittek Ball Picker	993143	??
1996 Neary Reel Grinder		1000
1996 Neary Bed Knife Grinder		1000
Standard Golf Magnum Scrub Pro ball washer		
(12) Par Aide Ball Washers		
(12) Standard Golf Ball Washers		
(10) Standard Tour Smooth Bunker rakes		
(18) Toro 405 quick coupling sprinklers		
(9) Practice green markers		

ENGINEERING MEMO

DATE: FEBRUARY 23, 2017
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. AMEND ENGINEERING BUDGET AND AUTHORIZE CONTRACT FOR AERIAL MAPPING UPDATE

The engineering department utilize aerial photography on a routine basis to aid in project development (design and preparation of construction plans), mapping and in GIS applications. Planning and zoning personnel also use aerial photography in determining existing conditions relative to development and construction activities. In order for the aerial photography to be beneficial in most of the engineering department's application of such photography it does need to be completed to mapping standards. The Engineering Equipment Revolving Schedule (ERS) includes replacement of the aerial photography every ten years. Aerial photography completed to mapping standards does require ground elevation information which is used to adjust the aerial photography. The current ERS provides for replacement of the 2008 aerial mapping in 2018. The 12/31/2016 reserve balance for the aerial mapping was \$77,370.

Nobles County also uses aerial photography for various uses, however, those uses do not tend to demand the precision useful to the engineering department. For example, the assessor's office may use the aerial photography to verify if structures are located on a property and what they may look like but if the structure appears 2, 3 or more feet from where it would be surveyed is not that critical. However, when the aerial photography is used, for example, as an aid to verify a field survey or make a preliminary feasibility determination, greater precision is necessary.

Nobles County is under contract to have its aerial photography updated in 2017. County and City staff, together with the County's contractor, have collaborated so that the City may obtain the more accurate aerial photography at an additional cost to be paid by the City rather than having the City obtain its photography as stand alone work in 2018.

Exhibit 1 is a proposed contract with Pictometry International for providing aerial photography of the City based on adding the accuracy feature to the work to be completed for the County. The total cost for the accuracy upgrade is \$10,500. This is less than one half of the cost for completing the photography as a stand alone project using existing ground elevation information.

It may be noted that the cost does not included updated ground elevation information

Engineering Memo - February 23, 2017

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since no major grading has occurred since the 2010 LIDAR (Light Detection and Ranging) mapping of Nobles County was completed by the state. Not updating the ground elevation also provides a significant savings.

Staff recommends that Council approve an amendment to the 2017 101-41710 budget to include \$10,500 as an expense for completing the aerial photography and use of the same amount from the ERS reserve. Staff also recommends that Council authorize execution of an agreement in Exhibit 1 which has been reviewed by the City Attorney.

Council may note that the ERS schedule will be adjusted to reflect the budget amendment and potentially to allow for the photography to be updated more often. Continued collaboration with the County along with changes in the aerial photography technology may allow for more frequent updates at the same or lower average annual cost.

2. AIRPORT CONSULTANT WORK ORDER 6 FOR DESIGN OF RUNWAYS 11-29 AND 18-36 MAINTENANCE PROJECT

Project. The 2017 airport capital improvements budget includes Federal Aviation Administration (FAA), Minnesota Department of Transportation (MnDOT) and local funding for maintenance of Runways 18-36 and 11-29. Maintenance consists of crack and joint repairs and applying a seal coat. This is a pavement preservation project.

Costs and Funding. The current total project cost is estimated to be \$979,000. This estimate is comparable to the airport capital improvements budget of \$978,300 for the project. The project estimate to be provided at the time of plan approval may vary from the current estimate. The FAA share of the project is anticipated to be 90% or \$881,100. The FAA funding would include about \$200,000 of entitlement funds designated for the City with the remainder to be from FAA discretionary funds. Unlike most grant funding the City utilizes, a grant offer for FAA funding is not available until after bids are received. Although included on the FAA's project list for funding, the FAA cannot, due to the nature of the funding program and its schedule, assure discretionary funds will be available for projects such as the proposed maintenance project until near the end of the federal fiscal year. A commitment to bid the project is therefore needed without assurance that grant funding will be available after bids are received. Although funding is uncertain, staff finds that the potential for funding is adequate to proceed with design and bidding. Should funding not be available this year, it is anticipated (but not guaranteed) that any design completed at this time will remain current enough for reuse over the next couple of years without updating. Bidding costs would need to be incurred again if funding is not available after the initial bidding.

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Additional state funding of 5% (\$48,950) of the project costs is expected to be available again this year. This additional funding is temporarily available due to a return of aviation funds to the Minnesota Department of Transportation from the state's general fund. This additional funding increases the incentive to pursue FAA funding at this time. With the state funding, the City share would be \$48,950 based on current estimates.

Costs presented above include engineering costs. Grant agreements will be based on bids received. Engineering costs incurred prior to grant award are eligible for FAA and state funding. All costs are financed internally until reimbursements are received.

The Airport Fund Reserve for Capital Improvements balance as of 12/31/2016 is projected to be \$135,686. The actual balance will be available following the annual audit.

Professional Services for Design, Bidding and Construction. In order for professional services to be eligible for FAA funding, the firm(s) utilized for airport projects must be procured through an open solicitation and qualification based selection process. The procurement is valid for only the projects identified in the process and for no more than 5 years. The latest airport consultant selection process concluded in April of 2014 Council approved a master agreement with Bolton and Menk for providing airport consulting services. The master services agreement establishes the terms and conditions that may be common to all airport projects undertaken by the firm.

Work orders supplement the master service agreement and address the scope of services and fees for each individual project. Work Order 6, which addresses the design, bidding, construction and closeout phases for the proposed runway maintenance project, was developed by Bolton and Menk. Scope of services, hours and rates have been reviewed by the City Engineer and negotiated as deemed appropriate. A final proposed draft of the task order reflecting the fee review process is included in Exhibit 2. The fees of \$124,375.00 are proposed on an "actual cost" basis. Fees for post bidding services will not be incurred if an FAA grant is not received.

Recommendation. Staff recommends that Council authorize execution of the work order included as Exhibit 3.

3. PETITION TO IMPOUND COUNTY DITCH 12 DRAINAGE SYSTEM WATERS

The Heron Lake Watershed District has determined that the City of Worthington will need to utilize the provisions of Minnesota Statutes to obtain approval to create the retention area south of I-90 proposed as part of the County Ditch 12 Flood Mitigation Project. The applicable statute outlines a petition, report and hearing process. The required report will be assembled by the City's consultant from the studies and work completed to date by them and the City's previous consultant. The District's attorney also

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advised that the petition must be authorized by the City Council. Exhibit 3 includes the petition (excluding Exhibit A) to be submitted to the District.

Staff recommends that Council Authorize execution by passing the resolution also included in Exhibit 3.

The flood mitigation report as prepared by the consulting firm of Bolton and Menk may be found at:

http://www.ci.worthington.mn.us/sites/default/files/docs-forms/Industrial%20Park%20Drainage%20and%20Flood%20Mitigation%20Study_5-23-13_0.pdf

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND **BLUE**
CITY OF WORTHINGTON, MN (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
P.O. Box 279	25 Methodist Hill Drive
Worthington, MN 56187	Rochester, NY 14623
Attn: Dwayne Haffield, City Engineer	Attn: Contract Administration
Phone: (507) 372-8641 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the “Effective Date.”

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF WORTHINGTON, MN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C454696

BILL TO
City of Worthington, MN
Dwayne Haffield, City Engineer
P.O. Box 279
Worthington, MN 56187
(507) 372-8641
d.haffield@ci.worthington.mn.us

SHIP TO
City of Worthington, MN
Dwayne Haffield, City Engineer
303 9th Street
Worthington, MN 56187
(507) 372-8641
d.haffield@ci.worthington.mn.us

CUSTOMER ID	SALES REP
A308071	DLars

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
25	AccuPLUS 3in - UPGRADE - CUSTOMER DTM	Available with corresponding 3" Imagery Purchase. Upgrade of existing image capture to AccuPlus. Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD area-wide ortho mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$320.00		\$8,000.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2,500.00		\$2,500.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$10,500.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$875.00
Due at Initial Shipment of Imagery	\$2,625.00
Due at First Anniversary of Shipment of Imagery	\$3,500.00
Due at Second Anniversary of Shipment of Imagery	\$3,500.00
Total Payments	\$10,500.00

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product:

AccuPLUS 3in - UPGRADE - CUSTOMER DTM

Product is an upgrade to AccuPlus of imagery captured with respect to the most recent Nobles County, MN image library.

Projection: Nobles County Coordinate System

Ortho mosaic tiles and area-wide ortho mosaic tiles format: MrSID

Elevation Source:

Pictometry - On file – Statewide LiDAR

Coverage Area Format:

Shapefile

Leaf:

Leaf Off: Less than 30% leaf cover

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

BLUE LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

BLUE LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

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2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Minnesota in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
2. Capture Contingency: The project set forth in this Agreement does not meet Pictometry's minimum stand-alone project size. Therefore, notwithstanding anything herein to the contrary, Pictometry's obligation to complete the project set forth in this Agreement is contingent upon Pictometry's completion of an image capture for Nobles County, MN. In the event that such Nobles County, MN image capture does not occur, Pictometry is under no obligation to complete the project set forth in this Agreement.
3. Ortho Mosaic Tiles and Area-wide Ortho Mosaic Tiles: Notwithstanding anything herein to the contrary, the Ortho Mosaic Tiles and Area-wide Ortho Mosaic Tiles set forth in Section A of this Agreement shall be delivered by Pictometry to Customer in MrSID format in lieu of the formats specified in the AccuPlus product description.
4. Projection: The orthogonal imagery products set forth in Section A of this Agreement shall be delivered by Pictometry to Customer in the Nobles County Coordinate System.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

AccuPlus® Premium Ortho-MosaicProduct Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

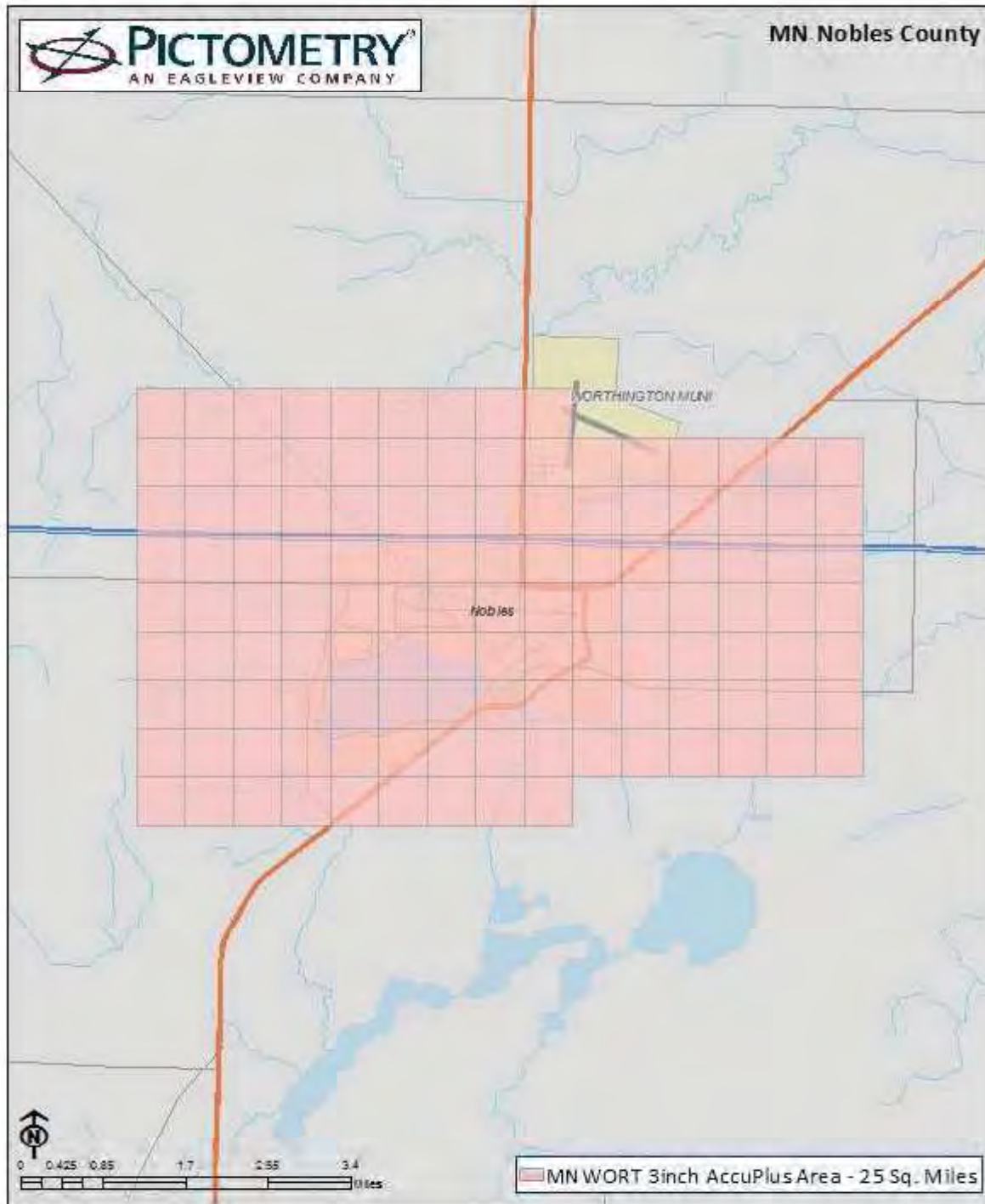
Ortho-Rectification:

Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

SECTOR MAP(S)



February 14, 2017

Mr. Dwayne Haffield
Director of Engineering
City of Worthington
303 Ninth St.
Worthington, MN 56187

RE: Worthington Municipal Airport (OTG)
 2017 Runway 11/29 & Runway 18/36 Crack Repair and Seal Coat Project
 BMI Work Order #6
 Proposal for Professional Services

Dear Mr. Haffield,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Runway 11/29 and Runway 18/36 Crack Repair and Seal Coat project at the Worthington Municipal Airport.

Our understanding of the project is the City desires to crack rout and seal existing longitudinal and transverse cracks, remove and replace existing sealant on all transverse and longitudinal construction joints, and apply an emulsified asphalt seal coat on Runway 11/29 and Runway 18/36.

This proposal will include design, bid, and construction administration services. Task 1 will involve design and bid administration. Construction administration services will be separated as Task 2. In the event Federal funding is not received for construction of the project, Task 2 will become void.

SCOPE OF SERVICES:

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MN/DOT, subconsultants, and other applicable agencies to complete the work elements in Task 1.

1.2 Field Investigation

Consultant shall field verify existing longitudinal and transverse cracks on all airfield pavements to be repaired as part of the project. Consultant shall also review construction joints and determine which would require more substantive repair than remove and replace sealant. Field

investigation will require one trip to the airport.

1.3 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.4 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA specifications.

Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.5 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) telecom design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.6 Prepare Disadvantaged Business Plan (DBE)

Since the project is anticipated to use federal grant funds in excess of \$250,000, the annual Disadvantaged Business Enterprise goals will be updated to reflect the current project. This task includes research of the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors, preparation of preliminary construction estimates, and identification of potential DBE work items. The DBE goal work sheets will be finalized for Sponsor submittal to the FAA Civil Rights Office.

1.7 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

1.8 Furnish Bid Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This

task also includes coordination required to facilitate these requests.

1.9 Respond to Bidders Questions

During the bidding process, Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.10 Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the State. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

1.11 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall not attend the bid opening.

1.12 Bid Review and Bid Tabulation

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

1.13 Prepare Recommendation for Award

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made Consultant will distribute the bid tabulations on request of the Sponsor.

1.14 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

TASK 2 CONSTRUCTION ADMINISTRATION:**2.1 Pre-Construction Meeting**

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, Mn/DOT Aeronautics (if available), Subconsultants, FAA DMA-ADO (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.
- Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Plans will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.3 Construction Management

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Sponsor agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- Provide interpretation of plans and specifications as requested.
- Supervise and coordinate Subconsultant contracts for field observation and testing.
- Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.

- Review all periodic and final pay requests and explanation of variation between
- Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.
- Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.
- Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of “Contractor’s Request for Extension of Contract Time” and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner’s Representative including:
- Review and evaluate “Contractor’s Request for Extension of Contract Time” and submit recommendations to the Client.
- Meet with the Client for consultation and advice during construction.
- Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.
- Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
- Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show “Record Drawing” conditions.
- Retain and review payroll reports of each contractor and subcontractor and monitor Contractor’s compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.
- Monitor Contractor’s compliance with Disadvantage Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

2.4 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Full-Time Resident Project Representative** services will be provided. It is anticipated the Project will be completed within **25 Working Days**. This will involve three (3) trips by the Project Manager, five (5) by the Project Engineer, and twenty-five (25) trips by the RPR.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.
- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods.
- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- Evaluate possible material substitutions as requested by the Contractor.
- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.

- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- Attend and participate in construction progress meetings.
- Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
- Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

2.5 Final Inspection and Documentation

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all of the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.6 As-Built Plans

The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.7 Project Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

CONSIDERATION:

The services described above in this proposal shall be completed on an **ACTUAL COST** basis as follows:

TASK 1	DESIGN AND BID ADMINISTRATION	\$ 58,191.00
TASK 2	CONSTRUCTION ADMINISTRATION	\$ 66,184.00*
TOTAL WORK ORDER NO. 6		\$ 124,375.00

* Task 2 void if Federal Funding for construction not received.

SCHEDULE:

We anticipate the work can be performed to the following schedule.

- Design: March – May, 2017
- Bid Letting: June, 2017
- Construction: September-October, 2017 (Contingent upon Federal Grant)
- Project Closeout: March, 2018

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return to me a signed and dated copy of this document.

Sincerely,
BOLTON & MENK, INC.



Silas Parmar, P.E.
Project Manager

I hereby accept the terms defined in this letter proposal.

Mr. Mike Kuhle
Mayor

Date

DESIGN, BID, & CONSTRUCTION ADMINISTRATION

STATE OF MINNESOTA
Before the
HERON LAKE WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
COUNTY DITCH 12 FROM RYAN'S ROAD TO INTERSTATE 90 WITHIN THE CITY
OF WORTHINGTON

In the Matter of:

**the Petition to Impound County Ditch
12**

**PETITION TO IMPOUND COUNTY
DITCH 12 DRAINAGE SYSTEM
WATERS**

Pursuant to Minn. Stat. § 103E.227, Petitioners seek approval to impound drainage system waters on County Ditch 12 for beneficial use. For their Petition, the undersigned Petitioners state and allege the following:

1. Petitioners seek approval to impound drainage system waters on County Ditch 12 located in Worthington Township in Nobles County for beneficial use.
2. The beneficial use of the proposed impoundment, together with upstream culvert replacements, is to reduce the risk of flooding numerous properties upstream of the impoundment. The impoundment is to be located immediately upstream of Interstate 90 with the culvert replacements being at Oxford Street and Oslo Street. A more detailed project description and benefit statement is attached as Exhibit A.
3. To facilitate implementation of the Worthington County Ditch 12 Flood Mitigation Project, Petitioners must impound portions of County Ditch 12 located on or across the following properties:

Property Description	Property Owners	Address
Part of Lot 2, Block 1, Walmart First Addition, City of Worthington, Nobles County, MN	SPF Pool Six LLC	17800 Laurel Park Dr N Suite 200C Livonia MI 48152
Part of Lot 1, Block 1, Darling's Third Addition, City of Worthington, Nobles County, MN	Shopko Properties SPE Real Estate LLC	700 Pilgrim Way Green Bay WI 54304

Part of Lot 2 except the south 200 feet thereof, Block 1, Darling's Third Addition, City of Worthington, Nobles County, MN	Shopko Properties SPE Real Estate LLC	700 Pilgrim Way Green Bay WI 54304
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4. Advanced Engineering and Environmental Services, Inc. (AE2S), employing licensed engineers, has investigated the potential and feasibility of impounding portions of County Ditch 12 and has found that a feasible impoundment alternative will, together with the replacement of certain culverts, increase the drainage efficiency to upstream properties benefited by the drainage system thereby reducing the flooding risk of those upstream properties while not increasing downstream flooding risks.
5. Attached to this Petition and labeled as EXHIBIT A is a project summary providing the location of the installation, a map that identifies the areas likely to be affected by the project, the proposed sources of funds to be used to secure the necessary land rights and to construct the project, and concept plans for the proposed project.
6. Petitioners agree to be responsible for the cost of installation and construction of the structures as well as the engineering and legal costs associated with this Petition.
7. Petitioners have consulted with the Division of Waters, Department of Natural Resources, and determined that a public waters permit is not required for this impoundment, reroute, and diversion.
8. Petitioner shall acquire, in writing, all property rights, rights-of-way, or flowage easements necessary before construction.

Respectfully submitted this 27th day of February, 2017 by the City of Worthington, Minnesota.

Mike Kuhle, Mayor

Janice Oberloh, Clerk

RESOLUTION NO. 2017-02-##

WHEREAS, The City of Worthington seeks approval to impound drainage system waters on County Ditch 12 located in Worthington Township in Nobles County for beneficial use.

WHEREAS, The Heron Lake Watershed District is the drainage authority over that portion of County Ditch 12 to be impounded.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and Clerk are authorized to execute the Petition to Impound County Ditch 12 Drainage System Waters dated February 27, 2017.

Dated this 27th, day of February, 2017.

CERTIFICATION

State of Minnesota

County of Nobles

City of Worthington

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Worthington at a meeting therefor held in the City of Worthington, Minnesota, on the 27th, day of February, 2017, as disclosed by the records of said City in my possession.

City Clerk

(Seal)

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: FEBRUARY 23, 2017
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. CONTRACT FOR PROFESSIONAL SERVICES AND MEMORANDUM OF UNDERSTANDING RELATED TO DESIGN STANDARDS PROJECT

In 2016, the City Council adopted the Oxford Street Redevelopment Plan. The plan established 7 primary recommendations that are intended to encourage and incentivize reinvestment in the Oxford Street area. Each recommendation included goals and objectives that the community are to pursue. One of the recommendations is to "Improve design standards....to create community pride" with the goal to establish baseline standards for development that improve the quality and performance of the built environment. The Plan is available for viewing on the City's web site - www.ci.worthington.mn.us.

With monies allocated for professional services in 2017 to complete the Design Standards project, staff invited three firms to submit proposals for the City's consideration. Proposals were received from two firms, HKGi and Cunningham Group. After review the proposals, staff elected to negotiate with Cunningham Group for their services due to the familiarity of the community and project as well as for financial considerations. While developing a contract for Council's consideration in December, the Southwest Minnesota Housing Partnership approached City staff about the possibility of incorporating ArtPlace into the public engagement components of the Project. After numerous discussions between the Partnership, City staff, and Cunningham, there was a clear consensus that ArtPlace's role could be to assist Cunningham and the City in engaging the public through the use of its Art Based Community Development (ABCD) approach. Once the roles of each party were defined, a professional services contract as well as a memorandum of understanding were drafted. Copies of each are provided in Exhibit 1. Below is a quick summary of each document.

Professional Services Contract - The contract outlines Cunningham's responsibilities, the deliverables, timeline (6 months), and professional fees (\$40,000 + reimbursable expenses) for the project. The fee includes up to \$10,000 for additional administrative expenses related to ArtPlace's involvement.

Memorandum of Understanding - The memorandum outlines the Partnership's commitment to award \$50,000 to the project, \$40,000 that the Partnership will spend themselves hiring an artist to assist on the project and up to \$10,000 to reimburse the City for expenditures related to any additional administration expenditures.

With an approved budget of \$30,000 and the commitment from the Housing Partnership to cover additional expenditures, staff believes the use of the ABCD approach presents an opportunity to engage a larger audience than typical approaches have garnered and will ultimately lead to an end product that will truly represent the vision and identity of the community.

Staff is recommending the approval of both documents. Should Council concur with staff's recommendation, it may do so by authorizing the Mayor to execute the documents provided in Exhibit 1.

Council action is requested.

2. GRANT CONTRACT AND DEVELOPMENT AGREEMENT - WORTHINGTON MANOR APARTMENTS

In 2016, the City Council sponsored a workforce housing grant application to the Minnesota Department of Employment and Economic Development (DEED) on behalf of the North Development Group for its 72 unit market rate apartment development known as Worthington Manor. DEED announced its award of \$868,000 towards the project in late December 2016.

Due to the origin of the funds for the Workforce Housing Grant program, the State of Minnesota is prohibited to grant these funds directly to a non-governmental agency, sponsorship on this project requires the City to act as the fiscal agent of the grant. As the fiscal agent, the City must execute a grant contract with DEED that obligates the City to comply with all the terms and conditions of the grant. A copy of the grant agreement is provided in Exhibit 2. With no direct involvement with the project, serving as a sponsor/fiscal agent should not cause financial exposure for the City. As such, a development agreement has been drafted that will pass the costs or penalties of any violations of the DEED grant will be the responsibility of North Development Group. A copy of the agreement is also provided in Exhibit 2.

Both documents have been reviewed by DEED, North Development Group, and the City Attorney. Staff is requesting the approval of the contract and agreement and authorization of the Mayor to execute both documents.

Council action is requested.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHWEST MINNESOTA HOUSING PARTNERSHIP
AND
CITY OF WORTHINGTON**

WHEREAS, THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 27th day of February, 2017 between the City of Worthington, (hereinafter called "CITY") and the Southwest Minnesota Housing Partnership (hereinafter called "SWMHP"). This Memorandum of Understanding pertains only to activities conducted as part of the Worthington Design Standards Project through ArtPlace America Community Development Investments (hereinafter called "Artplace"); and,

WHEREAS, SWMHP has received an award of funding through ArtPlace to incorporate arts and culture into the community engagement, planning, and implementation activities, which are a core sector of their work, in order to help strengthen the social, physical and economic fabric of communities; and,

WHEREAS, through the ArtPlace effort, SWMHP selected City as one of the recipients of planning assistance and the CITY understands that a core function of this effort is to engage community members in the planning process, especially individuals from diverse households or those that are typically underrepresented in the community planning process, in order to aspire to community-driven projects and programs that best affirm and reflect the identity of the CITY; and,

WHEREAS, as part of the ArtPlace effort, SWMHP has been awarded funds that may be used for costs related to arts-based projects that are defined as part of the community planning process, but that the CITY is not guaranteed a set amount of funding; and,

WHEREAS, SWMHP is providing ArtPlace funds of \$40,000 to hire an artist that will work with the Cunningham Group hired by the CITY to develop design standards; and,

NOW, THEREFORE, by joining together under this Memorandum of Understanding (hereinafter the "MOU") both the CITY and the SWMHP hereby agree to the following terms and conditions under the Project:

1. CITY will serve as the lead coordinator of the design standards project and will coordinate with SWMHP and the hired artist on the process.
2. Cunningham Group will report directly to the CITY and not SWMHP or the project artist.
3. SWMHP will enter into all contracts with the artist and be responsible for payments to the artist. The City will be responsible for the contract and payment to Cunningham Group. In addition to the artist, the CITY will not be responsible to reimburse SWMHP for their time and involvement in the project as they will be reimbursed through the grant.

If the City seeks services from SWMHP that are outside the ArtPlace activities, SWMHP will present a proposal or contract to the CITY outlining costs for those services.

4. SWMHP recognizes that Cunningham Group will incur additional expenses in the coordination with the artist outside of the City contract. SWMHP agrees to reimburse the CITY up to \$10,000 for additional expenses incurred by Cunningham Group for artist involvement in the project. The CITY will provide SWMHP copies of invoices and checks for reimbursement. SWMHP must approve all expenditures over \$10,000 if Cunningham Group needs to renegotiate this compensation.
5. The CITY will assist in outreach and marketing efforts to help engage the community in the process.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT:

1. Each party to this Memorandum of Understanding is bound by the terms and agreements within this document. Neither party shall assign, sublet, or transfer its interest in this Memorandum of Understanding without written consent of the other party.
2. The provisions hereof represent the entire agreement between parties. This Memorandum of Understanding and any special provisions to which this agreement is subject may only be altered, amended or rescinded by a duly written agreement.
3. The parties to this agreement understand that the SWMHP is not a representative of any State or Federal agency, and that the SWMHP cannot and has not made any assurances regarding the final approval or disapproval of project funding regarding the project.

This memorandum is hereby approved by all parties and executed as of the day, month and year first written above.

Southwest Minnesota Housing Partnership

By _____
Its: Chief Executive Officer

City of Worthington

By _____
Its: Mayor

February 21, 2017

Brad Chapulis, ~~AICP~~
City of Worthington, MN
3030 Ninth Street
Worthington, MN
56187

Subject: PROPOSAL AND AGREEMENT FOR PROVIDING PROFESSIONAL SERVICES
Design Guidelines for Worthington, MN

Dear Brad:

Cunningham Group Architecture, Inc. (Architect) is delighted to be able to provide the City of Worthington (Client), with this Proposal and Agreement for professional services to assist you in developing Design Guidelines for the City of Worthington (Project).

PROJECT UNDERSTANDING

We understand Worthington is requesting a proposal to develop design guidelines to help encourage higher quality development in the community. Together with you we completed the Oxford Street Plan that, among other things, illustrates the importance of coordinated development that is more human scaled, safe, and attractive. Throughout the process we learned about the lack of official guidance that developers receive from the City when proposing projects in Worthington and therefore the City has difficulty negotiating with and encouraging developers and land use applicants to produce coordinated results or higher quality development that is more becoming of the proud community of Worthington. The typical tools are either non-existent or weak in Worthington. The zoning code is dated, and you do not have guidelines to supplement your code. However, it is clear that there is support in your community to create higher standards for site plan design, construction, and architecture. (TASK 1)

In addition, we understand the City of Worthington will engage Southwest Minnesota Housing Partnership (SWMHP) to support integrating a selected artist in the creation of the Design Guidelines. The selected artist would contract with SWMHP but would work with Architect to help create the Design Guidelines (TASK 2)

APPROACH/SCOPE OF SERVICES

Based on our conversations to date, Architect anticipates providing to you the following scope of services:

TASK 1

Phase 1

- We will thoroughly review Worthington's Zoning code, subdivision code and other documents to determine where impact on design can be made. This review will also shed light on what is being regulated well today and what is not being regulated well. The intent is not to create strict and rigid regulations / standards, but rather to provide

Cunningham Group
Architecture, Inc.

St. Anthony Main
201 Main Street SE
Suite 325
Minneapolis, MN
55414

Tel: 612 379 3400
Fax: 612 379 4400

www.cunningham.com



baseline expectations and to supplement these baseline expectations with standards and guidelines that will result in better quality projects.

We will conduct this review with Elizabeth Garvin, LSLs Planning. Elizabeth is an attorney and planner who has worked with and for dozens of communities to develop guidelines and codes. She will serve as an advisor and resource to Architect on this Project.

- Meet with the Planning Commission and Planning Director to discuss the scope of the Project and to assess the available documentary materials (maps, existing guidelines and manuals, public information, other examples of successful design guideline manuals etc.).
- Review documents, including plans and photographs and obtain representative examples to include in the final draft of the manual.
- Meet with the stakeholders to introduce and receive input on the Project.
- We will meet with previous applicants and developers in Worthington to assess the review process and provide suggestions to add to the design guidelines.
- Assess design guidelines and manuals from other communities that represent good examples and are applicable to Worthington and review them with Planning Commission and Planning Director.
- Obtain photographs that reflect appropriate design and examples of new development that integrate into the context of each commercial area.
- Draft maps exhibiting the boundaries for each area.

Phase 1 Deliverables

- Draft maps;
- Summary of collected materials;
- Draft design manual outline including:
 - Annotated Table of Contents
 - Description and photographs of the existing conditions
 - Summary of design objectives and guidelines
 - Photographs; site plans (reduced if necessary)
 - Examples of manual layout and design

Phase 2 (approx. 10 weeks)

- Prepare draft narrative portion of manual that summarizes the character, development patterns, historic resources and existing conditions town-wide.

- Prepare preliminary design guidelines (site planning, building design, landscaping, and signage town-wide).
- Prepare diagrams, photographs, and renderings to illustrate the proposed design guidelines.
- Meet with Planning Commission and staff to review draft guidelines.
- Provide draft to the Planning Commission and Staff.

Phase 2 Deliverables

- Draft Design Guidelines Manual that includes photographs maps, illustrations, and diagrams

Phase 3 (approximately 4 weeks)

- Prepare final draft of the manual that incorporates all comments and present to the Design Planning commission for approval before final printing.

Phase 3 Deliverables

- Final Design Guidelines Manual

TASK 2: Coordination with Selected Artist

- Work with the City and SWMHP to select an artist for the Project.
- Coordinate efforts of the artist

PROJECT TEAM

Andrew Dresdner at Cuningham Group
Elizabeth Garvin at LSL Planning

FEES

Compensation for Basic Services in TASK 1 as described herein shall be a **stipulated sum of \$30,000**, plus Reimbursable Expenses. We will bill for TASK 1 services monthly in proportion to services performed.

Compensation for Basic Services in TASK 2 as described herein shall be hourly in accordance with Architect's current billing rates, attached as Exhibit "A," to an initial upset maximum amount of **\$10,000**. We will bill hourly against TASK 2.

Architect will endeavor to complete the scope of TASK 2 services described herein within this initial authorized amount. However, Architect will notify Client should invoices approach the initial or current authorization, whereupon Client may authorize an appropriate increase to the initial or any subsequent authorized amount. If Client chooses not to increase the initial or



current authorized amount, Architect will be entitled to cease services upon reaching such authorized amount without further obligation

We will bill to the two separate tasks accordingly.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the above fees. They include all normal expenses incurred by Architect for the benefit of the Project including, but not limited to, out-of-town travel (if any and if authorized), mileage, long-distance telephone calls, messenger service, printing, etc. These expenses will be billed at 1.15 times their direct cost to Architect.

ADDITIONAL SERVICES

Services you may request such as physical models, 3-D computer modeling, additional drawings or any renderings, any engineering or special consultants, or other special services not specifically included in the above scope of services shall be invoiced at the current hourly rates or at 1.15 times the direct cost of consultant's charges to Architect. In addition, any changes in the scope will also be billed at an hourly rate. Hourly rates will be per Cunningham Group Hourly Rates, attached as Exhibit "A." Additional Services will be performed only upon your written authorization.

INVOICING

Billings will be issued at 30-day intervals. Payment is due and payable upon invoice receipt. Interest of 1.0% per month will be due on the unpaid balance beginning 30 days after invoice date. Client agrees to reimburse Architect for all costs of collection including attorney fees, costs and expenses.

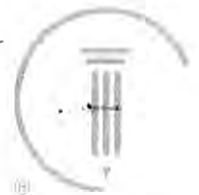
USE OF SUPPLIED INFORMATION

Client agrees to provide and/or obtain all required licenses, including copyright license, to allow Architect to reproduce, use and incorporate all Client supplied Project-related drawing or other information and agrees to indemnify, defend and hold Architect and their consultants harmless from or against any and all claims arising out of or relating to Architect's or their consultants' Project-related reproduction, use or incorporation of such information.

OTHER TERMS AND CONDITIONS

It is agreed that Architect's inclusion of any site survey or soils investigation consultant's services within the scope of this Proposal and Agreement is solely for the administrative invoicing and payment convenience of Client. Architect will coordinate the work of these consultants with the other work covered by this Proposal and Agreement, however the Client shall remain responsible for, and the Architect shall be entitled to rely upon, the accuracy, completeness and timeliness of the information provided to Architect by these consultants.

Except as otherwise modified herein, the terms and conditions of AIA Document B102, *Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services*, 2007 edition (copy attached as Exhibit "B") where Client acts as Owner for purposes of the Agreement, shall apply to all services provided under this Proposal and



Agreement. The Client and Architect agree that arbitration, as described in the attached AIA Document, shall be the selected method of adjudicated dispute resolution.

This Proposal and Agreement shall be subject to and enforced under the laws of the State of Minnesota.

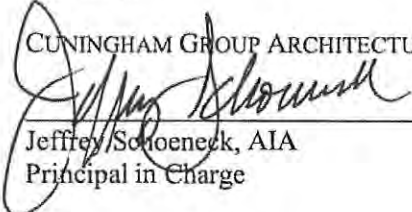
With your signature below you are indicating your acceptance of the understandings, terms and conditions of this Proposal and Agreement. This Proposal and Agreement may be terminated by either party upon seven (7) days written notice should either party fail to perform substantially in accordance with its terms. Failure of Client to make payments to Architect within 45 days of invoice date shall be considered substantial non-performance and cause for suspension or termination of Architect's services. If you instruct us to begin, or allow us to continue, performing or providing Project services prior to returning a signed copy of this Proposal and Agreement it will be understood that all of its terms, and the attached or Reference Exhibits, are acceptable and all parties will be bound by the terms of this Proposal and Agreement.

If this Proposal and Agreement meets with your approval, please sign two copies and return one copy for our records and we will begin the services.

Thank you again for this opportunity to be of assistance. We look forward to helping you achieve your vision for the Design Guidelines for the City of Worthington.

Sincerely,

CUNNINGHAM GROUP ARCHITECTURE, INC.


Jeffrey Schoeneck, AIA
Principal in Charge

Approved By:
CITY OF WORTHINGTON

Brad Chapulis
City Planner

Date: 2/21/2017

Date: _____

AD/JAS/EC/MJK

Attachments:

Exhibit "A" – Cunningham Group Hourly Rates

Exhibit "B" – AIA Document B102, *Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services*, 2007 edition

Cunningham Group Hourly Rates

**Hourly rates are subject to change on a yearly basis*

GRAY



CUNNINGHAM
G R O U P

Exhibit "A"

2017 Hourly Rates

Description	Rate
Administrative Assistant	\$60 – \$70
Administrative Coordinator	\$100 – \$150
Administrator	\$60 – \$150
Administrator - Information Systems	\$80 – \$115
Computer Graphics Specialist 1	\$70 – \$90
Computer Graphics Specialist 2	\$100 – \$125
Computer Graphics Specialist 3	\$120 – \$130
Designer 1	\$75 – \$95
Designer 2	\$90 – \$115
Designer 3	\$100 – \$150
Designer 4	\$125 – \$195
Interior Designer 1	\$75 – \$100
Interior Designer 2	\$90 – \$115
Interior Designer 3	\$110 – \$130
Interior Designer 4	\$140 – \$185
Landscape Designer 1	\$90 – \$100
Landscape Designer 2	\$100 – \$120
Principal	\$200 – \$325
Project Coordinator	\$130 – \$235
Registered Architect 1	\$95 – \$115
Registered Architect 2	\$110 – \$160
Registered Architect 3	\$135 – \$200
Registered Architect 4	\$150 – \$300
Registered Landscape Architect 2	\$110 – \$120
Registered Landscape Architect 3	\$125 – \$155
Registered Landscape Architect 4	\$165
Senior Principal	\$300
Senior Project Manager	\$160 – \$215
Specifications Writer 1	\$85 – \$150
Technician 1	\$75 – \$85
Technician 2	\$90 – \$125
Technician 3	\$100 – \$130
Technician 4	\$115 – \$160

Cunningham Group
Architecture, Inc.

St. Anthony Main
201 Main Street SE
Suite 325
Minneapolis, MN
55414

Tel: 612 379 3400
Fax: 612 379 4400

www.cunningham.com



AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

Exhibit "B"

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation

.4 Professional Liability

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

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User Notes:

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of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

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- [] Litigation in a court of competent jurisdiction
- [] Other (*Specify*)

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

Init.

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (%) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

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User Notes:

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document B102[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:33:47 on 02/27/2015.

PAGE 1

Exhibit "B"

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:33:47 on 02/27/2015 under Order No. 2032762373_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**STATE OF MINNESOTA
GRANT CONTRACT**

GRAY

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
OFFICE OF COMMUNITY FINANCE**

2017 Workforce Housing Development Program Contract

Grant No: WHDP-16-0009-O-FY17

Manor Apartments, Worthington, MN

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Office of Business and Community Finance, (STATE) and City of Worthington, MN ("GRANTEE").

Recitals

1. Under Minnesota Statute §116J.549, the State is empowered to enter into this grant.
2. The State is in need of Workforce Housing in Nobles County, City of Worthington.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. If administrative costs are eligible under this grant then pursuant to Minnesota Statutes §16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date: December 13, 2016.*

Per Minnesota Statute §16B.98 Subd. 5 and Minnesota Statute §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date: June 30, 2019* or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 *Duties, Deliverables, and Completion Dates*

The Grantee, who is not a state employee, will perform the duties outlined in Timelines which is incorporated into this grant contract.

The Grantee, will be required to complete a report provided by DEED once the project is complete and the units are occupiable. A second report will be required once all units are fully occupied.

The Grantee has made application to the State for the purpose of administering a Workforce Housing Development Program Project in the manner described in Grantee's "APPLICATION," which is incorporated into this agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for workforce housing. The activity includes: Construction of a 72 unit apartment complex.

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

2.2 Provisions for Contracts and Sub-grants.

- (a) **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.
- (b) **Ineligible Use of Grant Funds.** The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan, an assessment to be repaid, or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.
- (c) **Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.
- (d) **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed. Payrolls must be provided for the work period being reimbursed.
- (e) **Use of Out of State Contractors**
The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:
- Depositing with the State, eight percent of every payment made to non- Minnesota construction contractors, where the contract exceeds \$100,000; or
 - Receiving a waiver from this requirement from the Minnesota Department of Revenue

3 Timelines

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant, time is of the essence.

4

Activity	Start mm/yy	Finish mm/yy
Architect Plans	4/16	1/17
Acquisition	8/16	2/17
Easements Acquired	NA	NA
Initial Engineering	2/17	4/17
Resolution Approved	12/16	12/16
Permits Acquired	3/17	4/17
Project Specifications	10/16	1/17
Out for Bid	1/17	3/17
Bid Close	3/17	
Award Contract/Notice to Proceed	4/17	
Project Construction/Completion	6/17	2/18
Rental units available/Full Occupancy date	2/18	3/18

Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by the Grantee under this grant contract as follows:

- (a) **Compensation.** The Grantee will be reimbursed according to the budget breakdown provided in the table below to support activities within the Duties.

Activity Title	DEED Funds	City County	Bank	Developer Equity	Other*	Totals
Acquisition			29,289	250,000		279,289
Architect			100,000			100,000
Engineering						
Construction	868,000		4,762,891		135,274	5,766,165
Infrastructure						
Developer Fee			150,000			150,000
Financing Costs			11,950			11,950
Other			195,870			195,870
Total	868,000		5,250,000	250,000	135,274	6,503,274

In accordance with Minnesota Statute §116J.549, the grant may pay for up to 25 percent of the total project costs. The city has requested \$868,000. This requires a local match of \$434,000 for the purpose of this project with a total project cost of \$6,503,274.

- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$868,000.

4.2. **Payment**

(a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by detailed supporting invoices and cancelled checks that relate to the activities in the approved budget. The State will provide payment request forms. Invoices may be submitted on a bi-monthly basis.

- (b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract that are incurred during the contract period.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **Jeremy LaCroix, Office of Community Finance Representative, 332 Minnesota Street, Suite E-200, St. Paul, MN 55101, 651-259-7461, jeremy.lacroix@state.mn.us**, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Bradley Chapulis, Director of Community/Economic Development, 303 Nineth Street, PO Box 279, Worthington, MN 56187, 507-372-8640, bchapulis@ci.worthington.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office. Amendments requests must be received at least 30 days prior to the grant end date.

7.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Subject to the provisions and limitations of Minn. Stat. §466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights. In the event that the Grantee secures a copyright protection on any of the work product created as part of the project, the Grantee agrees to and does hereby grant to the State and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for the use by the State, its divisions, instrumentalities, and local subdivisions, all materials, reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works developed and/or used in connection with the Project now or hereafter covered by copyright.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature;
- b) 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 or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the

contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

16 Reporting

Grantee must submit to the State annual reports on the use of funds and the progress of the Project covering July 1st through June 30th of each year. The reports must be received by the State no later than July 25th of each year. The reports must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the grantee, with past due progress reports. In addition, the Grantee shall submit a final report. The State will provide reporting forms.

17 Accounting

For all expenditures of funds made pursuant to this Contract, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

18 List of Vacancies

The Grantee must comply, if appropriate, with Minn. Stat. §116L.66, which provides that a business or private enterprise must list any vacant or new positions with the state workforce centers if it receives \$200,000 or a more a year in grants or loans from the State. This provision must be incorporated into any loan agreements or sub-grants. If applicable, the Grantee shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

19 Debarment and Suspension Certification (If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation.

20 Conflict of Interest

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. §§ 471.87 – 471.88.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§116J.993 – 116J.995.

21 State Prevailing Wages

The Public Entity agrees to comply with all of the applicable provisions contained in Chapters 116J and 177 of Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 116J.871 and 177.41

through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

22 American-Made Steel

Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

23 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- a Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Grantee.

Individual conflicts of interest occur when:

- a Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee or board member of the Grantee.

The State and the Grantee must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form, as included in this agreement as Attachment 1, indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that it improperly failed to disclose a

known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julianne Jackson

Date: 2/2/2017

SWIFT Contract No. 120703/PO No. 3000285297/PR 25952

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

Attachment 1
Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- ☐ I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- ☐ I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name:

Signature:

Organization:

Date:

DEVELOPMENT AND SUB-GRANT AGREEMENT

This Agreement made and entered into this ____ day of _____, 2017, by and between the City of Worthington, a municipal corporation under the laws of the State of Minnesota, 303 Ninth Street, PO Box 279, Worthington, MN 56187, hereinafter referred to as the City, and North Development Group, LLC, a limited liability company under the laws of the State of Illinois, 10407 Winn Rd., Richmond, IL 60071, hereinafter referred to as "Developer" and/or "Sub-Grantee"..

WHEREAS, the City submitted a Grant Application to the Minnesota Department of Employment and Economic Development (DEED) by letter dated November 8, 2016;

WHEREAS, said Grant Application consisted of a large 3-ring binder with many supporting documents; and

WHEREAS, Developer worked with the City in the preparation and submission of a Grant Application to financially assist in the construction of a 72-unit housing project to located in the City of Worthington ; and

WHEREAS, Developer is in possession of a complete copy of the Grant Application; and

WHEREAS, the City has been awarded the grant by the State of Minnesota, Department of Employment and Economic Development, hereinafter referred to as "DEED" and has executed that certain Grant Contract with DEED on February ____, 2017, a copy of which is attached hereto as Exhibit 'A' ; and

WHEREAS, the City desires to issue a Sub-Grant to Developer whereby Developer will be responsible to complete the 72-unit housing project; and

WHEREAS, the parties intend that Developer will be a Sub-Grantee of the Grant from DEED to the City;

NOW THEREFORE, for and in consideration of an economic development loan made this date by City to Developer and the mutual Agreements and Covenants and Conditions hereinafter contained, it is hereby agreed as follows:

1. Developer will undertake the 72-unit housing project which is the subject of the Grant Application and Grant Contract.
2. Developer agrees that the project will be constructed to the same specifications and extent as are set forth in the Grant Application.
3. City will distribute the grant funds it receives from DEED to Sub-Grantee at the same times and pursuant to the same terms as are set forth in the Grant Application and the Grant Contract. Payment will be issued in an amount equal to 13.34% of the total dollar amount of each invoice submitted. Payments will continue at that rate until such time as the cumulative payment amounts

equal the total of the grant award or until completion of the project, whichever occurs first. Payment requests must be submitted in accordance to the calendar provided in Exhibit A.

4. Developer/Sub-Grantee agrees that if it violates any of the provisions of the Grant Application and Grant Contract, it will fully reimburse the City for any costs or penalties associated with said violation.

5. The terms and requirements of said Grant Application are incorporated into this Agreement and made a part hereof.

6. Developer agrees to finalize the development of the property in accord with the planning, building, architectural and engineering requirements of all laws and/or ordinances of the Federal, State, local Watershed District, County, and City governments.

7. Developer has or will extend all water, sanitary sewer and storm sewer lines as the development requires for the purpose of connecting them with the water main, sanitary sewer main or storm sewer main at the points designated for connection by the City of Worthington. Any easements necessary to provide public services for this development shall be provided to the City by Developer at Developer's expense.

8. Developer will complete construction of this development within ____ months following execution of this contract by the City.

9. The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement.

10. This Agreement shall be interpreted under the laws of the State of Minnesota and the venue for any cause of action shall be Nobles County, Minnesota unless otherwise required by the terms of the Grant Application and/or Grant Contract.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

North Development Group, LLC

By: _____

STATE OF ILLINOIS)

COUNTY OF _____)ss.
)

On this _____ of _____, 2017, before me, a notary public within and for said County and State, personally appeared, _____, to me known to be the _____ of North Development Group, LLC., and that s/he executed the foregoing instrument on behalf of North Development Group, LLC., that s/he is authorized to do so, and acknowledged that s/he executed the same as his/her own free act and deed.

 Notary Public, Nobles County, Illinois
 My Commission Expires: _____

CITY OF WORTHINGTON

By: _____
 Mike Kuhle, Mayor

 Janice Oberloh, City Clerk

STATE OF MINNESOTA)
)ss.
 COUNTY OF NOBLES)

On this _____ day of _____, 2017, before me, a notary public within and said County and State, personally appeared, Mike Kuhle and Janice Oberloh, to me known to be respectively the Mayor and City Clerk of the City of Worthington, and that they executed the foregoing instrument on behalf of the City of Worthington, that they are authorized to do so, and acknowledged that they executed the same as their free act and deed.

 Notary Public, Nobles County, Minnesota
 My Commission Expires: _____

2017

GRAY

The following is the 2017 Small Cities Disbursement calendar. **Payment request due dates** – the date requests are due into DEED’s office - are indicated in **Red** on the calendar below. Payment requests will be processed by DEED the Wednesday following each **Red** Friday and communities will receive their funds in the next week. Example: Payment requests received on Thursday, December 22, 2017. DEED processes the request on Wednesday, December 29, 2017, and the funds are transferred to cities within the next week. Please remember to take holidays into consideration when submitting payment requests as the time frame provided might be altered by one or two days. If you have questions regarding payments, please contact the Small Cities Representative in your region.

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ARNOLD MOTOR SUPPLY	2/17/17	EXTENSION	ELECTRIC	O-DISTR UNDERGRND LINE	26.86_
				TOTAL:	26.86
BORDER STATES ELECTRIC SUPPLY	2/17/17	STREET LIGHT LAMPES	ELECTRIC	M-DISTR ST LITE & SIG	62.62
	2/17/17	SPLIT BOLTS FOR 2017 PROJE	ELECTRIC	FA DISTR UNDRGRND COND	604.38
	2/17/17	SUPPLIES FOR 2017 PROJECTS	ELECTRIC	FA DISTR UNDRGRND COND	4,663.76_
				TOTAL:	5,330.76
DAKOTA SUPPLY GROUP INC	2/17/17	DISTRIBUTION MAIN PIPE & B WATER		M-TRANS MAINS	820.34_
				TOTAL:	820.34
DITCH WITCH OF SD INC	2/17/17	BENTONITE & POLYMER FOR 20	ELECTRIC	FA DISTR UNDRGRND COND	2,506.48_
				TOTAL:	2,506.48
ECHO GROUP INC	2/17/17	WATER PLANT NETWORK WIRING	WATER	M-PURIFY EQUIPMENT	26.51
	2/17/17	DISTRIBUTION SHOP LIGHTING	WATER	M-DIST STRUCTURES	269.64
	2/17/17	DISTRIBUTION SHOP LIGHTING	WATER	M-DIST STRUCTURES	57.16-
	2/17/17	BUSHING	ELECTRIC	M-DISTR UNDERGRND LINE	3.94
	2/17/17	CONTRACTOR	ELECTRIC	M-DISTR UNDERGRND LINE	28.45
	2/17/17	PHOTOCELL	ELECTRIC	M-DISTR ST LITE & SIG	41.71_
				TOTAL:	313.09
ESHLEMAN ARMAND	2/17/17	REIMBURSE EDUCATION/REGION	GENERAL FUND	ECONOMIC DEVELOPMENT	258.44_
				TOTAL:	258.44
FASTENAL COMPANY	2/17/17	DRILL SET	ELECTRIC	O-DISTR MISC	796.71_
				TOTAL:	796.71
FEDEX	2/17/17	SHIPPING	GENERAL FUND	POLICE ADMINISTRATION	12.71_
				TOTAL:	12.71
FERGUSON WATERWORKS INC #2516	2/17/17	DISTRIBUTION MAIN SUPPLIES	WATER	M-TRANS MAINS	4,215.10_
				TOTAL:	4,215.10
FRONTIER COMMUNICATION SERVICES	2/17/17	PHONE SERVICE	WATER	O-PUMPING	56.53
	2/17/17	PHONE SERVICE	WATER	O-PURIFY MISC	68.12
	2/17/17	PHONE SERVICE	WATER	O-DISTR MISC	53.26
	2/17/17	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	26.63
	2/17/17	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	88.96
	2/17/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	352.08
	2/17/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	26.63
	2/17/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	41.04
	2/17/17	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	26.63
	2/17/17	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	86.41
	2/17/17	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	67.82
	2/17/17	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	52.20
	2/17/17	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	120.02
	2/17/17	PHONE SERVICE	ELECTRIC	O-DISTR MISC	26.10
	2/17/17	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	62.84
	2/17/17	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	241.18
	2/17/17	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	37.81_
				TOTAL:	1,434.26
GRAHAM TIRE OF WORTHINGTON INC	2/17/17	6 NEW TIRES ON #102	ELECTRIC	O-DISTR UNDERGRND LINE	1,063.43_
				TOTAL:	1,063.43

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GRAINGER	2/17/17	STICKER	ELECTRIC	M-DISTR UNDERGRND LINE	5.28
	2/17/17	STICKER	ELECTRIC	M-DISTR UNDERGRND LINE	3.51_
				TOTAL:	8.79
GREAT RIVER ENERGY	2/17/17	UTILITY SPONSORSHIP-MWEUUG	ELECTRIC	O-DISTR SUPER & ENG	100.00_
				TOTAL:	100.00
HAWKINS INC	2/17/17	2 TONS CHLORINE	WATER	O-PURIFY	1,295.00
	2/17/17	CHEMICALS	WATER	O-PURIFY	8,708.24_
				TOTAL:	10,003.24
JERRY'S AUTO SUPPLY	2/17/17	OIL FILTER & OIL	ELECTRIC	O-DISTR MISC	93.37
	2/17/17	OIL FILTER	ELECTRIC	O-DISTR MISC	6.40
	2/17/17	ANTI FREEZE	ELECTRIC	O-DISTR MISC	44.23_
				TOTAL:	144.00
KOLANDER BRIAN	2/17/17	REIMBURSE MN GFOA MEETING	GENERAL FUND	ACCOUNTING	212.93_
				TOTAL:	212.93
KUHLE, MICHAEL	2/17/17	REIMBURSE CGMC LEGISLATIVE	GENERAL FUND	MAYOR AND COUNCIL	330.63_
				TOTAL:	330.63
LAMPERTS YARDS INC-2600013	2/17/17	SHELVING	ELECTRIC	M-DISTR UNDERGRND LINE	27.71_
				TOTAL:	27.71
MALTERS SHEPHERD & VON HOLTUM	2/17/17	LEGAL FEES (PURCHASE AGREE WATER		O-SOURCE WELLS & SPRNG	700.00_
				TOTAL:	700.00
MINNESOTA ENERGY RESOURCES CORP	2/17/17	GAS SERVICE	GENERAL FUND	PAVED STREETS	306.93
	2/17/17	GAS SERVICE	GENERAL FUND	PAVED STREETS	203.52
	2/17/17	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	36.31
	2/17/17	GAS SERVICE	RECREATION	PARK AREAS	978.64
	2/17/17	GAS SERVICE	WATER	O-DISTR MISC	306.93
	2/17/17	GAS SERVICE	WATER	O-DISTR MISC	97.66
	2/17/17	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	102.30
	2/17/17	GAS SERVICE	ELECTRIC	O-DISTR MISC	329.57
	2/17/17	GAS SERVICE	ELECTRIC	O-DISTR MISC	113.64
	2/17/17	GAS SERVICE	LIQUOR	O-GEN MISC	437.05_
				TOTAL:	2,912.55
MINNESOTA MUNICIPAL UTILITIES ASSOC	2/17/17	MMUA 2017 SUBSTATION SCHOO	ELECTRIC	O-DISTR MISC	440.00_
				TOTAL:	440.00
MISCELLANEOUS V CASEY'S GENERAL STORE	2/17/17	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	780.00_
				TOTAL:	780.00
NOBLES COOPERATIVE ELECTRIC	2/17/17	RANGE ELECTRICITY	GENERAL FUND	SECURITY CENTER	7.50
	2/17/17	RANGE ELECTRICITY	GENERAL FUND	SECURITY CENTER	7.50
	2/17/17	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	210.51
	2/17/17	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	122.30
	2/17/17	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	15.00
	2/17/17	BACKUP ELECTRICITY	INDUSTRIAL WASTEWA	O-PURIFY MISC	105.40
	2/17/17	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	38.30_
				TOTAL:	506.51
ONE OFFICE SOURCE	2/17/17	DIVIDER INSERTS, REINFORCE	ELECTRIC	ADMIN MISC	30.70

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	30.70
RESCO INC	2/17/17	15KV CABLE SPLICES	ELECTRIC	FA DISTR METERS	537.36_
				TOTAL:	537.36
RUNNINGS SUPPLY INC-ACCT#9502440	2/17/17	DISTRIBUTION SHOP SUPPLIES	WATER	O-DISTR METERS	99.99
	2/17/17	DISTRIBUTION SHOP SUPPLIES	WATER	O-DISTR MISC	83.25_
				TOTAL:	183.24
SCHWALBACH ACE #6067	2/17/17	SAMPLE SHIPPING	WATER	O-PURIFY MISC	15.62
	2/17/17	SHOP SUPPLIES	WATER	O-DISTR MISC	9.98
	2/17/17	SHOP SUPPLIES	WATER	O-DISTR MISC	20.48
	2/17/17	TREATMENT PLANT NETWORKING	WATER	M-PURIFY EQUIPMENT	28.98
	2/17/17	TREATMENT PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	15.06
	2/17/17	TREATMENT PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	17.13
	2/17/17	TREATMENT PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	5.20
	2/17/17	TREATMENT PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	29.31
	2/17/17	TREATMENT PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	13.32_
				TOTAL:	155.08
STUART C IRBY CO	2/17/17	BLANKET TESTING	ELECTRIC	O-DISTR MISC	127.07_
				TOTAL:	127.07
THOMSON REUTERS - WEST	2/17/17	JANUARY CLEAR	GENERAL FUND	SECURITY CENTER	102.38
	2/17/17	JANUARY CLEAR	GENERAL FUND	SECURITY CENTER	102.37_
				TOTAL:	204.75
UNITED PARCEL SERVICE	2/17/17	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	94.63_
				TOTAL:	94.63
VERIZON WIRELESS	2/17/17	WIRELESS PHONE SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	418.77_
				TOTAL:	418.77
VETERINARY MEDICAL CTR PA	2/17/17	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	53.67
	2/17/17	EXAM, VACCINATIONS FRANKIE	GENERAL FUND	POLICE ADMINISTRATION	440.33_
				TOTAL:	494.00
WAL MART BUSINESS/SYNCB	2/17/17	BREAK ROOM SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	114.11
	2/17/17	BREAK ROOM SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	105.55
	2/17/17	OFFICE SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	52.48
	2/17/17	BREAK ROOM SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	101.94_
				TOTAL:	374.08
WESCO RECEIVABLES CORP	2/17/17	TAPE FOR PROJECTS (15KV SP	ELECTRIC	FA DISTR UNDRGRND COND	1,654.85_
				TOTAL:	1,654.85
WORTHINGTON PRINTING CO INC	2/17/17	#9 ENVELOPES	WATER	ACCTS-RECORDS & COLLEC	497.29
	2/17/17	#10 ENVELOPES	WATER	ACCTS-RECORDS & COLLEC	748.07
	2/17/17	#9 ENVELOPES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	497.28
	2/17/17	#10 ENVELOPES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	748.07
	2/17/17	#9 ENVELOPES	ELECTRIC	ACCTS-RECORDS & COLLEC	994.58
	2/17/17	#10 ENVELOPES	ELECTRIC	ACCTS-RECORDS & COLLEC	1,496.15_
				TOTAL:	4,981.44
ZEP SALES & SERVICE-ACUITY SPECIALTY P	2/17/17	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	84.39_
				TOTAL:	84.39

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ZIEGLER	2/17/17	REPAIR LOUVER	ELECTRIC	M-SOURCE EQUIPMENT	2,027.12_
				TOTAL:	2,027.12

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

101	GENERAL FUND	2,038.91
202	MEMORIAL AUDITORIUM	36.31
207	PD TASK FORCE	418.77
229	RECREATION	1,326.45
601	WATER	18,259.44
602	MUNICIPAL WASTEWATER	1,880.44
604	ELECTRIC	19,770.95
605	INDUSTRIAL WASTEWATER	105.40
609	LIQUOR	437.05
612	AIRPORT	38.30

GRAND TOTAL: 44,312.02

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCESS FAMILY MEDICAL CLINIC	2/24/17	LAB TESTING	GENERAL FUND	PAVED STREETS	50.00
	2/24/17	LAB TESTING	RECREATION	GOLF COURSE-GREEN	76.00
	2/24/17	LAB TESTING	RECREATION	PARK AREAS	25.00
	2/24/17	LAB TESTING	WATER	O-DISTR MISC	25.00
	2/24/17	LAB TESTING	ELECTRIC	O-DISTR MISC	25.00_
				TOTAL:	201.00
ADVANCED ENGINEERING AND ENVIRONMENTAL	2/24/17	CD12 FLOOD MITIGATION IMPR	STORM WATER MANAGE	PROJECT #24	23,916.60_
					TOTAL:
AMERICAN BOTTLING COMPANY	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	160.58_
					TOTAL:
AMERICAN LEGAL PUBLISHING CORPORATION	2/24/17	CODE OF ORDINANCES-SUPPLEM	GENERAL FUND	CLERK'S OFFICE	890.00_
					TOTAL:
AMERICAN PLANNING ASSOC	2/24/17	APA MEMBERSHIP	GENERAL FUND	ECONOMIC DEVELOPMENT	395.00_
					TOTAL:
AMERICAN WATER ENTERPRISES ENVMENTAL M	2/24/17	CONTRACT OPERATION WWTF-JA	INDUSTRIAL WASTEWA	O-PURIFY MISC	86,505.01
	2/24/17	CONTRACT OPERATIONS-WWTF-F	INDUSTRIAL WASTEWA	O-PURIFY MISC	49,593.79_
					TOTAL:
AMERIPRIDE	2/24/17	4 WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	108.39_
					TOTAL:
ARCTIC GLACIER USA INC	2/24/17	ICE	LIQUOR	O-GEN MISC	44.82_
					TOTAL:
ARTISAN BEER COMPANY	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	449.80
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	32.00_
					TOTAL:
AVERA MEDICAL GROUP	2/24/17	LAB TESTING	GENERAL FUND	POLICE ADMINISTRATION	225.00_
					TOTAL:
BAHRS SMALL ENGINE	2/24/17	REPAIR SAW, SHARPEN CHAINS	RECREATION	TREE REMOVAL	86.01
	2/24/17	REPAIR SAW, SHARPEN CHAINS	RECREATION	TREE REMOVAL	58.00_
					TOTAL:
BEDFORD TECHNOLOGY LLC	2/24/17	PARK BENCH LEGS	RECREATION	PARK AREAS	500.96_
					TOTAL:
BENTS TRUCKING	2/24/17	27.96 TONS PEA ROCK	WATER	M-TRANS MAINS	339.71_
					TOTAL:
BEVERAGE WHOLESALERS INC	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	3,803.15
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	4,906.10
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	3,582.11
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	3,383.30_
					TOTAL:
BORDER STATES ELECTRIC SUPPLY	2/24/17	FR JEANS	ELECTRIC	O-DISTR MISC	423.76
	2/24/17	FR RAIN SUITS	ELECTRIC	O-DISTR MISC	360.71_
					TOTAL:

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ANDREW M BRAUN	2/24/17	SNOW REMOVAL 1/30, 1/31	GENERAL FUND	CODE ENFORCEMENT	120.00_
				TOTAL:	120.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,338.21
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	77.03
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	91.92
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,109.68
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,002.30
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	41.91
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	56.00
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	29.30
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.24
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	9.09
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	12.57
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.85_
				TOTAL:	4,771.10
BUFFALO RIDGE CONCRETE INC	2/24/17	4.5 YDS CONCRETE-CECILEE/D WATER		M-TRANS MAINS	531.00_
				TOTAL:	531.00
CARLOS CREEK WINERY	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	612.00_
				TOTAL:	612.00
CENTRAL SALT LLC	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,427.16
	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,153.88
	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,431.92
	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,429.06
	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,390.02
	2/24/17	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	7,290.05_
				TOTAL:	19,122.09
COMMISSIONER OF TRANSPORTATION	2/24/17	HANGAR LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	920.00_
				TOTAL:	920.00
COMPUTER LODGE	2/24/17	USED LENOVO 95W LAPTOP CHA MUNICIPAL WASTEWAT		O-PURIFY MISC	20.00_
				TOTAL:	20.00
CONCRETE MATERIALS	2/24/17	COLD MIX	GENERAL FUND	PAVED STREETS	780.12_
				TOTAL:	780.12
COOPERATIVE ENERGY CO- ACCT # 5910807	2/24/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	21.76
	2/24/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	34.00
	2/24/17	10W30 FOR CUSHMAN	RECREATION	PARK AREAS	10.69_
				TOTAL:	66.45
DANS ELECTRIC INC	2/24/17	REPAIR LIGHTS	LIQUOR	O-GEN MISC	106.96_
				TOTAL:	106.96
DEKOTER THOLE & DAWSON PLC	2/24/17	AIRPORT AG LEASE	AIRPORT	O-GEN MISC	1,320.00_
				TOTAL:	1,320.00
DEPARTMENT OF LABOR AND INDUSTRY	2/24/17	ANNUAL ELEVATOR LICENSE	GENERAL FUND	CENTER FOR ACTIVE LIVI	100.00
	2/24/17	BOILER LICENSE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	10.00_
				TOTAL:	110.00
DEPUTY REGISTER #33	2/24/17	TITLE/REGISTER 2017 GMC SI ELECTRIC		FA TRANSPORTATION EQUI	1,627.56

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	1,627.56
DOLL DISTRIBUTING LLC	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	6,313.10
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	3,747.30
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	4,094.90
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	1,322.30
	2/24/17	BEER	LIQUOR	O-GEN MISC	52.50_
				TOTAL:	15,530.10
ECHO GROUP INC	2/24/17	DRIVE SET	ELECTRIC	O-DISTR MISC	42.17_
				TOTAL:	42.17
EMERGENCY AUTOMOTIVE TECHNOLOGY INC	2/24/17	EQUIP SQUADS #44, 46	GENERAL FUND	POLICE ADMINISTRATION	44.48
	2/24/17	EQUIP SQUAD #44 & #46	GENERAL FUND	POLICE ADMINISTRATION	5,745.00
	2/24/17	EQUIP SQUAD #32	GENERAL FUND	POLICE ADMINISTRATION	459.84
	2/24/17	EQUIP SQUAD #32	GENERAL FUND	POLICE ADMINISTRATION	2,915.02
	2/24/17	EQUIP SQUAD #23	GENERAL FUND	POLICE ADMINISTRATION	2,027.78
	2/24/17	EQUIP SQUAD D	GENERAL FUND	POLICE ADMINISTRATION	330.60
	2/24/17	EQUIP PATROL D	GENERAL FUND	POLICE ADMINISTRATION	264.00
	2/24/17	EQUIP SQUAD D	GENERAL FUND	POLICE ADMINISTRATION	2,027.78
	2/24/17	EQUIP SQUAD #44, 46	GENERAL FUND	POLICE ADMINISTRATION	1,274.90
	2/24/17	EQUIP SQUAD #44	GENERAL FUND	POLICE ADMINISTRATION	100.41
	2/24/17	EQUIP SQUADS	GENERAL FUND	POLICE ADMINISTRATION	154.56_
				TOTAL:	15,344.37
ENVIRONMENTAL RESOURCE ASSOCIATES	2/24/17	QA TESTING SAMPLES-TOTAL C MUNICIPAL WASTEWAT		O-PURIFY LABORATORY	292.64_
				TOTAL:	292.64
EZ-WASH	2/24/17	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	112.00_
				TOTAL:	112.00
FASTENAL COMPANY	2/24/17	GRINDER CUTTER WHEELS	WATER	O-DISTR MISC	49.58_
				TOTAL:	49.58
FEDEX	2/24/17	RETURNED EQUIP SQUAD PARTS	GENERAL FUND	POLICE ADMINISTRATION	11.90_
				TOTAL:	11.90
FERGUSON ENTERPRISES INC #226	2/24/17	SERVICE LINE FITTINGS	WATER	O-DIST UNDERGRND LINES	10.36
	2/24/17	SHOP AIR LINE SUPPLIES	WATER	O-DISTR MISC	48.32
	2/24/17	FILTER PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	110.24
	2/24/17	FILTER PLANT PLUMBING	WATER	M-PURIFY EQUIPMENT	123.82_
				TOTAL:	292.74
FIFE WATER SERVICES INC	2/24/17	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,538.60_
				TOTAL:	10,538.60
FORNEY INC	2/24/17	REPAIR KIT FOR AIR TESTER	GENERAL FUND	ENGINEERING ADMIN	43.15_
				TOTAL:	43.15
FORUM COMMUNICATIONS COMPANY	2/24/17	SUMMARY BUDGET-ANNUAL PUB	GENERAL FUND	AUDITS AND BUDGETS	914.25
	2/24/17	THIN ICE ADS	GENERAL FUND	LAKE IMPROVEMENT	256.00
	2/24/17	FLORENCE FOSTER AD	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	38.06
	2/24/17	LIQUOR ADS	LIQUOR	O-GEN MISC	219.00_
				TOTAL:	1,427.31
FRONTIER COMMUNICATION SERVICES	2/24/17	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	65.19

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	429.36
	2/24/17	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	178.51
	2/24/17	PHONE SERVICE	GENERAL FUND	ACCOUNTING	66.74
	2/24/17	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	158.18
	2/24/17	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	142.19
	2/24/17	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	25.91
	2/24/17	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	223.44
	2/24/17	PHONE SERVICE	GENERAL FUND	PAVED STREETS	133.01
	2/24/17	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	270.20
	2/24/17	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	198.64
	2/24/17	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	177.94
	2/24/17	PHONE SERVICE	RECREATION	PARK AREAS	155.15
	2/24/17	BAC-FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	94.58
	2/24/17	PHONE SERVICE	LIQUOR	O-GEN MISC	174.91
	2/24/17	PHONE SERVICE	AIRPORT	O-GEN MISC	89.99
	2/24/17	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	124.06
	2/24/17	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	24.84_
				TOTAL:	2,732.84
FRYBERGER, BUCHANAN, SMITH & FREDERICK	2/24/17	LEGAL FEES	GENERAL FUND	OTHER GEN GOVT MISC	879.75_
				TOTAL:	879.75
GALLS INC	2/24/17	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	150.49
	2/24/17	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	42.46_
				TOTAL:	192.95
GOPHER STAGE LIGHTING	2/24/17	BLACK STAGE TAPE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	329.67_
				TOTAL:	329.67
GRAHAM TIRE OF WORTHINGTON INC	2/24/17	REPLACE HEAD LAMP SQUAD #3	GENERAL FUND	POLICE ADMINISTRATION	27.17
	2/24/17	REPLACE HEAD LAMP SQUAD #3	GENERAL FUND	POLICE ADMINISTRATION	92.00
	2/24/17	OIL CHANGE SQUAD #31	GENERAL FUND	POLICE ADMINISTRATION	8.29
	2/24/17	OIL CHANGE SQUAD #31	GENERAL FUND	POLICE ADMINISTRATION	11.00
	2/24/17	OIL CHANGE #42	GENERAL FUND	POLICE ADMINISTRATION	15.29
	2/24/17	OIL CHANGE #42	GENERAL FUND	POLICE ADMINISTRATION	11.00
	2/24/17	KUBOTA A122	RECREATION	PARK AREAS	27.68_
				TOTAL:	192.43
GRAINGER	2/24/17	FIRE EXT BRACKET UNIT 100	ELECTRIC	O-DISTR SUPER & ENG	38.60
	2/24/17	TOOL BOX- UNIT 100	ELECTRIC	O-DISTR SUPER & ENG	885.00
	2/24/17	LAMPS	ELECTRIC	M-DISTR UNDERGRND LINE	6.51
	2/24/17	MARKING LABEL	ELECTRIC	M-DISTR UNDERGRND LINE	4.26
	2/24/17	MARKING TAPE	ELECTRIC	M-DISTR UNDERGRND LINE	191.52_
				TOTAL:	1,125.89
GRIMMIUS NATHAN	2/24/17	REIMBURSE CONF-MIENS & MOR	GENERAL FUND	POLICE ADMINISTRATION	76.00_
				TOTAL:	76.00
GRONINGA CONSTRUCTION INC	2/24/17	3 YDS CONCRETE-MAIN LEAK S WATER		M-TRANS MAINS	421.98_
				TOTAL:	421.98
HACH COMPANY	2/24/17	MIXED-PARAMETER STANDARD	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	98.57
	2/24/17	PHOSPHORUS TNT 843	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	1,121.39_
				TOTAL:	1,219.96
HOPE HAVEN INC	2/24/17	CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI	541.67

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	541.67
HULS HANNAH	2/24/17	REIMBURSE CTO TRAINING	GENERAL FUND	SECURITY CENTER	22.08
	2/24/17	REIMBURSE CTO TRAINING	GENERAL FUND	SECURITY CENTER	22.08_
				TOTAL:	44.16
HY-VEE INC	2/24/17	USE OF FORCE TRAINING	GENERAL FUND	POLICE ADMINISTRATION	41.86
	2/24/17	USE OF FORCE TRAINING	GENERAL FUND	POLICE ADMINISTRATION	12.28_
				TOTAL:	54.14
HY-VEE INC-61609 (UTILITIES)	2/24/17	TOILET PAPER	MUNICIPAL WASTEWAT	O-PURIFY MISC	21.45_
				TOTAL:	21.45
HY-VEE INC-61705	2/24/17	USE OF FORCE TRAINING	GENERAL FUND	POLICE ADMINISTRATION	13.68
	2/24/17	FORKLIFT GAS	LIQUOR	O-GEN MISC	20.87
	2/24/17	FORKLIFT GAS	LIQUOR	O-GEN MISC	20.50
	2/24/17	FORKLIFT GAS	LIQUOR	O-GEN MISC	18.50_
				TOTAL:	73.55
INTEGRITY AVIATION INC	2/24/17	FBO MGMT FEE-FEBRUARY	AIRPORT	O-GEN MISC	2,116.00_
				TOTAL:	2,116.00
INTERNATIONAL CITY MANAGEMENT ASSOCIAT	2/24/17	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	62.00_
				TOTAL:	62.00
INTL UNION LOCAL #49	2/24/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	34.07
	2/24/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	12.48
	2/24/17	UNION DUES	RECREATION	NON-DEPARTMENTAL	96.55
	2/24/17	UNION DUES	RECREATION	NON-DEPARTMENTAL	123.59
	2/24/17	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	16.36
	2/24/17	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	22.76
	2/24/17	UNION DUES	WATER	NON-DEPARTMENTAL	85.00
	2/24/17	UNION DUES	WATER	NON-DEPARTMENTAL	85.00
	2/24/17	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	120.01
	2/24/17	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	116.12
	2/24/17	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	16.25
	2/24/17	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	14.05
	2/24/17	UNION DUES	AIRPORT	NON-DEPARTMENTAL	5.76_
				TOTAL:	748.00
INTOXIMETERS INC	2/24/17	MOUTH PIECES	GENERAL FUND	SECURITY CENTER	65.00
	2/24/17	MOUTH PIECES	GENERAL FUND	SECURITY CENTER	65.00_
				TOTAL:	130.00
JAYCOX IMPLEMENT INC	2/24/17	BUCKET TRUCK PARTS	RECREATION	TREE REMOVAL	50.48
	2/24/17	CASE IH MAXXUM 115 TRACTOR	AIRPORT	O-GEN MISC	62,500.00_
				TOTAL:	62,550.48
JBS USA	2/24/17	2016 RECONCILIATION	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	33,908.02_
				TOTAL:	33,908.02
JERRY'S AUTO SUPPLY	2/24/17	CUSHMAN AIR FILTER	RECREATION	PARK AREAS	18.73
	2/24/17	CUSHMAN BRAKE FLUID	RECREATION	PARK AREAS	2.99
	2/24/17	WIRE-WATER TRUCK WARNING L	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	19.46_
				TOTAL:	41.18

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JOHNSON BROTHERS LIQUOR CO	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	579.25
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,939.95
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,995.16
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,688.78
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,545.35
	2/24/17	BEER	LIQUOR	NON-DEPARTMENTAL	21.99
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	64.00-
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	103.45-
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	9.96
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	107.71
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	67.36
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	28.35
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	47.31
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.66-
	2/24/17	FEIGHT	LIQUOR	O-SOURCE MISC	1.66-
				TOTAL:	13,860.40
KARLS CARQUEST AUTO PARTS INC	2/24/17	BATTERY CUSHMAN	RECREATION	PARK AREAS	131.46
	2/24/17	CUSHMAN LUBE	RECREATION	PARK AREAS	12.85_
				TOTAL:	144.31
KIRBY SALES	2/24/17	VACUUM BAGS	LIQUOR	O-GEN MISC	28.86_
				TOTAL:	28.86
KM GRAPHICS	2/24/17	BUSINESS CARDS	GENERAL FUND	FIRE ADMINISTRATION	37.50_
				TOTAL:	37.50
LAMPERTS YARDS INC-2602004	2/24/17	SAILBOARD BEACH DOCK	GENERAL FUND	LAKE IMPROVEMENT	334.05
	2/24/17	BIKE BRIDGE LUMBER	RECREATION	PARK AREAS	8.18_
				TOTAL:	342.23
LARSON JESSE	2/24/17	REIMBURSE WATERTOWN TRAVEL	RECREATION	TREE REMOVAL	11.00_
				TOTAL:	11.00
LAW ENF LABOR SERV INC #4	2/24/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	539.00
	2/24/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	490.00_
				TOTAL:	1,029.00
LAWNS PLUS	2/24/17	SNOW REMOVAL 1/12, 11, 25, MEMORIAL AUDITORIUM		MEMORIAL AUDITORIUM	412.50_
				TOTAL:	412.50
LEAGUE OF MN CITIES	2/24/17	PATROL SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	2,160.00_
				TOTAL:	2,160.00
LEAGUE OF MN CITIES INSURANCE TRUST	2/24/17	PRAIRIE VENTURES AVIATION	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	5,341.63_
				TOTAL:	5,341.63
LOCATORS & SUPPLIES INC	2/24/17	SAFETY GLASS	ELECTRIC	O-DISTR MISC	28.99
	2/24/17	TRAFFIC CONES	ELECTRIC	O-DISTR MISC	465.23_
				TOTAL:	494.22
MAC QUEEN EQUIPMENT INC	2/24/17	WEAR PLATES	GENERAL FUND	ICE AND SNOW REMOVAL	491.64_
				TOTAL:	491.64
MARKS TOWING & REPAIR OF WORTHINGTON I	2/24/17	TOW 17-0013	GENERAL FUND	POLICE ADMINISTRATION	60.00
	2/24/17	TOW 17-0081	GENERAL FUND	POLICE ADMINISTRATION	60.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	TOW 17-0119	GENERAL FUND	POLICE ADMINISTRATION	60.00
	2/24/17	TOW 17-0530	GENERAL FUND	POLICE ADMINISTRATION	60.00
	2/24/17	TOW 17-0560	GENERAL FUND	POLICE ADMINISTRATION	60.00_
		TOTAL:			300.00
MARTHALER CHEVROLET OF WORTHINGTON	2/24/17	SERVICE, REPAIR ELECTRICAL	GENERAL FUND	ECONOMIC DEVELOPMENT	252.59
	2/24/17	UNIT #202 SWITCH	WATER	M-TRANS MAINS	120.21
	2/24/17	OIL CHANGE UNIT 330	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	14.79
	2/24/17	OIL CHANGE UNIT 330	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	5.03_
		TOTAL:			392.62
MARTHALER FORD OF WORTHINGTON	2/24/17	PATROL A-CATALYTIC CONV, S	GENERAL FUND	POLICE ADMINISTRATION	345.24
	2/24/17	PATROL A-CATALYTIC CONV, S	GENERAL FUND	POLICE ADMINISTRATION	115.03
	2/24/17	OIL CHANGE, BRAKE REPAIR #	GENERAL FUND	POLICE ADMINISTRATION	247.24
	2/24/17	OIL CHANGE, BRAKE REPAIR #	GENERAL FUND	POLICE ADMINISTRATION	115.03
	2/24/17	OIL CHANGE, AIR FILTER #72	GENERAL FUND	POLICE ADMINISTRATION	34.05
	2/24/17	OIL CHANGE, AIR FILTER #72	GENERAL FUND	POLICE ADMINISTRATION	5.03
	2/24/17	OIL CHANGE #15-25	GENERAL FUND	POLICE ADMINISTRATION	14.10
	2/24/17	OIL CHANGE #15-25	GENERAL FUND	POLICE ADMINISTRATION	5.03_
		TOTAL:			880.75
MATHESON TRI-GAS INC	2/24/17	DRILL BITS	STORM WATER MANAGE	STREET CLEANING	41.33_
		TOTAL:			41.33
MEDIACOM	2/24/17	HS INTERNET	GENERAL FUND	PAVED STREETS	76.95_
		TOTAL:			76.95
MIDWEST PLAYSCAPES INC	2/24/17	ENGINEERED WOOD FIBER	RECREATION	PARK AREAS	10,164.00_
		TOTAL:			10,164.00
MIKE'S MINI EXCAVATING	2/24/17	HAUL SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	855.00_
		TOTAL:			855.00
MINNESOTA BENEFIT ASSOCIATION	2/24/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	60.63
	2/24/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	58.04
	2/24/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	35.38
	2/24/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	31.55
	2/24/17	INSURANCE	GENERAL FUND	ACCOUNTING	360.00
	2/24/17	INSURANCE	GENERAL FUND	PAVED STREETS	166.76
	2/24/17	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	19.33
	2/24/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	37.71
	2/24/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	40.30
	2/24/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	18.50
	2/24/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	22.33
	2/24/17	INSURANCE	RECREATION	TREE REMOVAL	0.01
	2/24/17	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	2/24/17	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	2/24/17	INSURANCE	WATER	GENERAL ADMIN	32.08
	2/24/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	15.77
	2/24/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	16.22
	2/24/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	84.74
	2/24/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	85.17
	2/24/17	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	96.92
	2/24/17	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	96.92
	2/24/17	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.66
	2/24/17	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	2/24/17	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	2/24/17	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	2/24/17	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	2/24/17	INSURANCE	ELECTRIC	GENERAL ADMIN	156.10
	2/24/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.98
	2/24/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.53
	2/24/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.80
	2/24/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.37
	2/24/17	INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	0.01
	2/24/17	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	19.43
	2/24/17	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	19.43
	2/24/17	INSURANCE	AIRPORT	O-GEN MISC	7.25_
				TOTAL:	1,796.12
MINNESOTA DEPARTMENT OF HEALTH	2/24/17	COMMUNITY WATER SUPPLY SER WATER		O-DISTR METERS	6,461.00_
				TOTAL:	6,461.00
MINNESOTA DEPT OF HEALTH	2/24/17	PLAN REVIEW-2017 SEWER/WAT WATER		PROJECT #1	150.00_
				TOTAL:	150.00
MINNESOTA VALLEY TESTING LABS INC	2/24/17	SALTY DISCHARGE TESTING 20 MUNICIPAL WASTEWAT		O-PURIFY LABORATORY	143.10_
				TOTAL:	143.10
MISCELLANEOUS V BENSON MARK J	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	95.00
BENSON MARK J	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.09
DOEDEN JOAN	2/24/17	REFUND OF CREDITS-ACCTS FI GARBAGE COLLECTION		NON-DEPARTMENTAL	109.58
REESE JUDITH	2/24/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	150.00
ROCKNE HERBERT	2/24/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	20.00
SMOC	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	43.98
SMOC	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.12
SW MENTAL HEALTH CENTE	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	19.93
SW MENTAL HEALTH CENTE	2/24/17	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.08_
				TOTAL:	438.78
MORRIS ELECTRONICS INC	2/24/17	TECH SUPPORT	WATER	ACCTS-RECORDS & COLLEC	63.27
	2/24/17	TECH SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	63.28
	2/24/17	TECH SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	126.55_
				TOTAL:	253.10
NARTEC INC	2/24/17	OPIATES TEST AMPULES	GENERAL FUND	POLICE ADMINISTRATION	501.00_
				TOTAL:	501.00
NCPERS MINNESOTA 851801	2/24/17	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	140.95
	2/24/17	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	135.64
	2/24/17	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	2/24/17	LIFE INS	RECREATION	NON-DEPARTMENTAL	31.63
	2/24/17	LIFE INS	RECREATION	NON-DEPARTMENTAL	40.00
	2/24/17	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	2/24/17	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	2/24/17	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.70
	2/24/17	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	10.71
	2/24/17	LIFE INS	WATER	NON-DEPARTMENTAL	18.10
	2/24/17	LIFE INS	WATER	NON-DEPARTMENTAL	18.22
	2/24/17	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	27.93
	2/24/17	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.82

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	2/24/17	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.96
	2/24/17	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	6.05
	2/24/17	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.05
	2/24/17	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	2/24/17	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	2/24/17	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	2/24/17	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
				TOTAL:	624.00
NELSON AUTO CENTER INC	2/24/17	2017 GMC SIERRA WT	ELECTRIC	FA TRANSPORTATION EQUI	24,396.97_
				TOTAL:	24,396.97
NOBLES COOPERATIVE ELECTRIC	2/24/17	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	2/24/17	ELECTRIC SERVICE	WATER	O-PUMPING	15.00_
				TOTAL:	30.00
NOBLES COUNTY AUDITOR/TREASURER	2/24/17	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	150.57
	2/24/17	LEASE PAYMENT UTILITIES	WATER	ADMIN RENT	301.13
	2/24/17	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	120.45
	2/24/17	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	ADMIN RENT	240.91
	2/24/17	LEASE PAYMENT UTILITIES	ELECTRIC	O-DISTR RENTS	722.72
	2/24/17	LEASE PAYMENT UTILITIES	ELECTRIC	ADMIN RENT	1,475.55_
				TOTAL:	3,011.33
NOBLES COUNTY LANDFILL	2/24/17	DEMO	RECREATION	PARK AREAS	62.16
	2/24/17	DEMO	RECREATION	PARK AREAS	58.38_
				TOTAL:	120.54
NORTHERN SAFETY TECHNOLOGY INC	2/24/17	LED MINI BAR UNIT #308	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	248.33_
				TOTAL:	248.33
ONE OFFICE SOURCE	2/24/17	PENS	GENERAL FUND	CLERK'S OFFICE	20.99
	2/24/17	TONER	GENERAL FUND	CLERK'S OFFICE	124.38
	2/24/17	CORRECTION TAPE	GENERAL FUND	CLERK'S OFFICE	10.79
	2/24/17	ERASER REFILL	GENERAL FUND	CLERK'S OFFICE	3.80
	2/24/17	TONER	GENERAL FUND	ACCOUNTING	100.99
	2/24/17	CHAIR MAT	GENERAL FUND	POLICE ADMINISTRATION	79.10
	2/24/17	CHAIR MAT	GENERAL FUND	POLICE ADMINISTRATION	186.88
	2/24/17	STAPLER	GENERAL FUND	POLICE ADMINISTRATION	36.90
	2/24/17	MONTHLY PLANNER	GENERAL FUND	POLICE ADMINISTRATION	16.81
	2/24/17	STORAGE BOXES	GENERAL FUND	SECURITY CENTER	42.55
	2/24/17	STORAGE BOXES	GENERAL FUND	SECURITY CENTER	42.55
	2/24/17	PAPER	GENERAL FUND	SECURITY CENTER	156.80
	2/24/17	PAPER	GENERAL FUND	SECURITY CENTER	156.80
	2/24/17	DESK PAD CALENDAR, CARD HO	GENERAL FUND	FIRE ADMINISTRATION	20.35
	2/24/17	TRASH BAGS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.87
	2/24/17	STORAGE BOXES, CARTRIDGE	DATA PROCESSING	DATA PROCESSING	183.25_
				TOTAL:	1,220.81
PAUSTIS & SONS	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,080.02
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,740.02
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	176.00
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	12.50
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	18.75
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	2.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	3,029.54
MN PEIP	2/24/17	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	7,723.43
	2/24/17	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	6,943.14
	2/24/17	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	2,219.14
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	594.60
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	594.60
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	694.63
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	694.63
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	844.28
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	844.28
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	153.62
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	153.62
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,037.88
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,300.62
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	1,350.00
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	1,350.00
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	111.49
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	111.49
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	13,379.73
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	12,031.79
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,183.54
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,183.51
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,183.53
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,183.52
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	148.65
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	148.65
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	54.70
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	54.70
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	164.09
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	185.80
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	ICE AND SNOW REMOVAL	1,467.54
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87
	2/24/17	HEALTH INS ADMIN	GENERAL FUND	LAKE IMPROVEMENT	99.19
	2/24/17	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	148.65
	2/24/17	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	148.65
	2/24/17	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	222.97
	2/24/17	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	222.97
	2/24/17	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	1,298.29
	2/24/17	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	1,736.08
	2/24/17	INSURANCE	RECREATION	NON-DEPARTMENTAL	150.20
	2/24/17	HEALTH INS ADMIN	RECREATION	GOLF COURSE-GREEN	400.07
	2/24/17	HEALTH INS ADMIN	RECREATION	GOLF COURSE-GREEN	546.98
	2/24/17	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,649.70
	2/24/17	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,537.91
	2/24/17	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	1,891.64
	2/24/17	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	3,322.21
	2/24/17	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.61
	2/24/17	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.61
	2/24/17	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.16
	2/24/17	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.16
	2/24/17	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	61.53
	2/24/17	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	61.53
	2/24/17	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	246.14
	2/24/17	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	246.14

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	270.29
	2/24/17	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	335.42
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	MILES DRIVE-FAIRWAY LN	57.60
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	RUST ROAD-HOMEWOOD AVE	71.56
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	VIKING RD-DIAGONAL ROA	81.96
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	HOMEWOOD AVE-WITHIN HO	55.85
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	OAKWOOD, PINEWOOD, MAPLE	8.68
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	MILES DR - PINEWOOD DR	99.48
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	GREENVIEW&HOMEWOOD-MIL	52.28
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	816.19
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	475.89
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	MSAS STRUT OVERLAYS	112.88
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	MSAS STRUT OVERLAYS	439.11
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	TOWER ST-10TH 10 11TH	8.68
	2/24/17	HEALTH INS ADMIN	IMPROVEMENT CONST	SHELL ST-9TH AVE TO LA	8.68
	2/24/17	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	505.50
	2/24/17	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	539.23
	2/24/17	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	12.91
	2/24/17	HEALTH INS ADMIN	WATER	O-PUMPING	155.30
	2/24/17	HEALTH INS ADMIN	WATER	O-PUMPING	95.15
	2/24/17	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	708.33
	2/24/17	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	225.69
	2/24/17	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	2/24/17	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	2/24/17	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	240.54
	2/24/17	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	163.69
	2/24/17	HEALTH INS ADMIN	WATER	O-DISTR MISC	177.29
	2/24/17	HEALTH INS ADMIN	WATER	O-DISTR MISC	152.45
	2/24/17	HEALTH INS ADMIN	WATER	M-SOURCE WELLS & SPRNG	68.12
	2/24/17	HEALTH INS ADMIN	WATER	M-TRANS MAINS	114.78
	2/24/17	HEALTH INS ADMIN	WATER	M-TRANS MAINS	344.05
	2/24/17	HEALTH INS ADMIN	WATER	M-DISTR METERS	412.59
	2/24/17	HEALTH INS ADMIN	WATER	M-DISTR METERS	895.92
	2/24/17	HEALTH INS ADMIN	WATER	GENERAL ADMIN	82.05
	2/24/17	HEALTH INS ADMIN	WATER	GENERAL ADMIN	74.30
	2/24/17	HEALTH INS ADMIN	WATER	ADMIN OFFICE SUPPLIES	3.23
	2/24/17	HEALTH INS ADMIN	WATER	ACCTS-METER READING	273.49
	2/24/17	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	168.20
	2/24/17	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	168.20
	2/24/17	HEALTH INS ADMIN	WATER	PROJECT #1	191.02
	2/24/17	HEALTH INS ADMIN	WATER	PROJECT #9	60.78
	2/24/17	HEALTH INS ADMIN	WATER	PROJECT #9	17.37
	2/24/17	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,390.50
	2/24/17	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,354.38
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	208.39
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	208.39
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	110.69
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	136.90
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	486.24
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	486.24
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	730.34
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	798.49
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	694.63
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	713.63
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.87
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	609.16
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	691.15
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	795.79
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	729.14
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	65.64
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	59.44
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.23
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	138.28
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	138.28
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #6	206.20
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #6	8.68
	2/24/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #15	82.49
	2/24/17	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,243.95
	2/24/17	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,175.58
	2/24/17	INSURANCE	ELECTRIC	NON-DEPARTMENTAL	273.48
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-SOURCE GENERATION	43.41
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-SOURCE GENERATION	49.88
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR SUPER & ENG	23.93
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR STATION EXPENS	47.31
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	23.65
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	83.69
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	668.89
	2/24/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	746.75
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-SOURCE STRUCTURES	159.36
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-SOURCE MISC	252.96
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-SOURCE MISC	211.66
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	47.31
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	75.21
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR STATION EQUIPM	33.70
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	679.09
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	953.94
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	154.41
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR METERS	60.78
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR PLANT MISC	151.10
	2/24/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR PLANT MISC	82.05
	2/24/17	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	399.29
	2/24/17	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	361.59
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ADMIN OFFICE SUPPLIES	32.28
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	437.58
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	137.33
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	757.91
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	757.91
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	148.64
	2/24/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	148.64
	2/24/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	69.82
	2/24/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR ST LITE & SIG	250.80
	2/24/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR ST LITE & SIG	441.54
	2/24/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR METERS	29.02
	2/24/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR METERS	29.72
	2/24/17	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	161.54
	2/24/17	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	60.37
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	249.08
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	120.72
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #13	192.33
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #13	181.44
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #16	301.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #16	13.95
	2/24/17	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	371.61
	2/24/17	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	371.61
	2/24/17	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	1,114.87
	2/24/17	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	1,114.87
	2/24/17	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	331.35
	2/24/17	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	331.35
	2/24/17	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,099.92
	2/24/17	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,099.92
				TOTAL:	116,840.60
PEPSI COLA BOTTLING CO	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	72.90
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	116.80
				TOTAL:	189.70
PHILLIPS WINE & SPIRITS INC	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,796.81
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,280.40
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	31.75
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,247.77
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	328.15
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	40.75
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10.50-
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15.58-
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14.33-
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6.79-
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	35.00-
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	125.44
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	46.61
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	45.78
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	14.94
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.66-
				TOTAL:	11,874.54
PROFESSIONAL LAW ENFORCEMENT ASSISTANT	2/24/17	2017 DUES	GENERAL FUND	SECURITY CENTER	52.50
	2/24/17	2017 DUES	GENERAL FUND	SECURITY CENTER	52.50
				TOTAL:	105.00
PSI POWER WASHERS INC	2/24/17	SERVICE CALL, REPAIRS	GENERAL FUND	FIRE ADMINISTRATION	349.03
				TOTAL:	349.03
PRACOM CORP	2/24/17	PAGER KNOB	GENERAL FUND	POLICE ADMINISTRATION	12.00
				TOTAL:	12.00
RAY O'HERRON CO INC	2/24/17	EXTERNAL VEST CARRIERS	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	367.84
				TOTAL:	367.84
RED BULL DISTRIBUTION COMPANY INC	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	113.21
	2/24/17	MIX	LIQUOR	NON-DEPARTMENTAL	31.97-
				TOTAL:	81.24
RESICO INC	2/24/17	15KV CABLE SPLICES	ELECTRIC	FA DISTR METERS	251.92
				TOTAL:	251.92
RONS REPAIR INC	2/24/17	HARDWARE KIT UNIT #308	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	20.29
				TOTAL:	20.29

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
RUNNINGS SUPPLY INC-ACCT#9502485	2/24/17	SAILBOARD BEACH DOCK POWER	GENERAL FUND	LAKE IMPROVEMENT	3.39
	2/24/17	BUNGEY CORDS	RECREATION	PARK AREAS	2.78
	2/24/17	VEHICLE WASH	RECREATION	PARK AREAS	6.99
	2/24/17	SHOVELS	RECREATION	PARK AREAS	89.98_
				TOTAL:	103.14
SANFORD HEALTH	2/24/17	WELLNESS SCREENING	GENERAL FUND	POLICE ADMINISTRATION	40.00_
				TOTAL:	40.00
SCHWALBACH #4465	2/24/17	BATTERIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	14.95
	2/24/17	POWER STRIPS-S PACIFIC A/V	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	35.23_
				TOTAL:	50.18
SCHWALBACH ACE HARDWARE-5930	2/24/17	MAILBOX, NUMBER/LETTERS	GENERAL FUND	ICE AND SNOW REMOVAL	22.98
	2/24/17	PRUNERS	RECREATION	TREE REMOVAL	74.98_
				TOTAL:	97.96
SECURE BENEFITS SYSTEMS CORP	2/24/17	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	54.55
	2/24/17	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	54.05
	2/24/17	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,028.92
	2/24/17	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,022.30
	2/24/17	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,416.52
	2/24/17	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,360.25
	2/24/17	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	2/24/17	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	11.58
	2/24/17	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	17.04
	2/24/17	CHILD CARE	RECREATION	NON-DEPARTMENTAL	13.56
	2/24/17	CHILD CARE	RECREATION	NON-DEPARTMENTAL	20.18
	2/24/17	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	369.04
	2/24/17	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	436.10
	2/24/17	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.84
	2/24/17	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.39
	2/24/17	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	39.06
	2/24/17	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	64.45
	2/24/17	ADMIN FEE	WATER	NON-DEPARTMENTAL	1.08
	2/24/17	ADMIN FEE	WATER	NON-DEPARTMENTAL	0.32
	2/24/17	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	51.89
	2/24/17	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	16.73
	2/24/17	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.88
	2/24/17	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.94
	2/24/17	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	137.50
	2/24/17	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	137.50
	2/24/17	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	365.03
	2/24/17	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	367.96
	2/24/17	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	2/24/17	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	2/24/17	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	104.16
	2/24/17	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	104.16
	2/24/17	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	97.32
	2/24/17	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	97.32
	2/24/17	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.55
	2/24/17	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	1.19
	2/24/17	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	17.59
	2/24/17	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	52.35
	2/24/17	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	2/24/17	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	9.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/24/17	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	79.17
	2/24/17	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	79.17
	2/24/17	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	1.03
	2/24/17	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.08
	2/24/17	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	40.27
	2/24/17	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	1.56
	2/24/17	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	2/24/17	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	2/24/17	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00
	2/24/17	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00_
				TOTAL:	7,901.56
SHINE BROS CORP OF MN	2/24/17	CLARIFIER ARMS METAL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	89.36_
				TOTAL:	89.36
SHORT ELLIOTT HENDRICKSON INC	2/24/17	RYANS RD PED/BIKE CORRIDOR IMPROVEMENT CONST	IMPROVEMENT ENGINEERIN		2,528.14_
				TOTAL:	2,528.14
SOUTHERN GLAZER'S OF MN	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,031.44
	2/24/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,824.87
	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,661.64
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	12.95
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	102.60
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	37.00_
				TOTAL:	7,670.50
SOUTHWEST CHIEFS OF POLICE	2/24/17	2017 DUES	GENERAL FUND	POLICE ADMINISTRATION	40.00_
				TOTAL:	40.00
STATE OF MN DEPT OF PUBLIC SAFETY	2/24/17	HAZARDOUS MATERIALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00_
				TOTAL:	100.00
TRENTON STOYKE	2/24/17	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	56.80_
				TOTAL:	56.80
STUART C IRBY CO	2/24/17	METER ADAPTERS	ELECTRIC	M-DISTR METERS	84.94_
				TOTAL:	84.94
VAST BROADBAND	2/24/17	BAC-AUDIO/VISUAL	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	79.10_
				TOTAL:	79.10
VERCRUYSE COLIN	2/24/17	REIMBURSE METER SCHOOL	ELECTRIC	O-DISTR MISC	420.56_
				TOTAL:	420.56
VERIZON WIRELESS	2/24/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.51
	2/24/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	50.66
	2/24/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	28.51
	2/24/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.51
	2/24/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.51
	2/24/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	38.51
	2/24/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.66
	2/24/17	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	50.66
	2/24/17	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	60.66
	2/24/17	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	50.66
	2/24/17	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	50.66_
				TOTAL:	486.51

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VESSCO INC	2/24/17	CHLORINE SYSTEM VACUUM REG WATER		M-PURIFY EQUIPMENT	280.05_
				TOTAL:	280.05
VISU-SEWER INC	2/24/17	2016 SEWER TELEVISIONING #1	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	500.00-
	2/24/17	2016 SEWER TELEVISIONING #1	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	8,030.40_
				TOTAL:	7,530.40
VON HOLDT RICK	2/24/17	REIMBURSE	GENERAL FUND	FIRE ADMINISTRATION	41.23_
				TOTAL:	41.23
WAL MART COMMUNITY/RFCSLLC	2/24/17	CUPS	GENERAL FUND	POLICE ADMINISTRATION	5.34
	2/24/17	SECURITY BOX, VACUUM BAGS,	GENERAL FUND	CENTER FOR ACTIVE LIVI	53.97
	2/24/17	SECURITY BOX, VACUUM BAGS,	GENERAL FUND	CENTER FOR ACTIVE LIVI	78.56
	2/24/17	SUPPLIES - RETURNED LATER	GENERAL FUND	CENTER FOR ACTIVE LIVI	48.61
	2/24/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	23.09
	2/24/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	31.73
	2/24/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.84
	2/24/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	64.85
	2/24/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	16.42
	2/24/17	MOVIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	21.43
	2/24/17	ROUTER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	127.78_
				TOTAL:	496.62
WINE MERCHANTS	2/24/17	WINE	LIQUOR	NON-DEPARTMENTAL	141.27
	2/24/17	FREIGHT	LIQUOR	O-SOURCE MISC	0.28_
				TOTAL:	141.55
WORTHINGTON AREA UNITED WAY	2/24/17	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	18.00
	2/24/17	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	18.00
	2/24/17	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00
	2/24/17	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00_
				TOTAL:	40.00
WORTHINGTON BUILDING MATERIALS INC	2/24/17	SHOP	RECREATION	PARK AREAS	13.18_
				TOTAL:	13.18
WORTHINGTON GLASS INC	2/24/17	BUCKET TRUCK-WINDSHEILD	RECREATION	TREE REMOVAL	200.17_
				TOTAL:	200.17
WORTHINGTON HOCKEY ASSOC	2/24/17	REFUND GAMBLING TAX OVERPA	GENERAL FUND	NON-DEPARTMENTAL	305.25_
				TOTAL:	305.25
WORTHINGTON PRINTING CO INC	2/24/17	URGENT NOTICES	WATER	ACCTS-RECORDS & COLLEC	279.79
	2/24/17	URGENT NOTICES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	279.78
	2/24/17	URGENT NOTICES	ELECTRIC	ACCTS-RECORDS & COLLEC	559.58_
				TOTAL:	1,119.15
WORTHINGTON REGIONAL ECON DEV CORP	2/24/17	2 OF 3 1ST QTR DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	7,166.67_
				TOTAL:	7,166.67
YMCA	2/24/17	2017 CONTRACT PAYMENT	RECREATION	RECREATION PROGRAMS	4,100.00
	2/24/17	SEMI ANNUAL INSURANCE	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	1,151.00_
				TOTAL:	5,251.00
ZEPE SALES & SERVICE-ACUITY SPECIALTY P	2/24/17	CLEANING SUPPLIES	GENERAL FUND	PAVED STREETS	84.39_
				TOTAL:	84.39

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ZIEGLER	2/24/17	PYROMETER GAUGE REPLACE #3 ELECTRIC		M-SOURCE EQUIPMENT	1,652.21_
				TOTAL:	1,652.21

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

101	GENERAL FUND	121,456.67
202	MEMORIAL AUDITORIUM	1,935.50
207	PD TASK FORCE	367.84
229	RECREATION	29,936.94
231	ECONOMIC DEV AUTHORITY	7,455.76
321	PIR/TRUNKS	622.54
401	IMPROVEMENT CONST	5,585.96
431	AQUATIC CENTER FACILITY	1,151.00
601	WATER	16,909.36
602	MUNICIPAL WASTEWATER	23,179.43
604	ELECTRIC	46,484.97
605	INDUSTRIAL WASTEWATER	180,645.42
606	STORM WATER MANAGEMENT	25,359.58
609	LIQUOR	77,927.79
612	AIRPORT	67,001.94
702	DATA PROCESSING	3,399.19
703	SAFETY PROMO/LOSS CTRL	5,341.63
873	GARBAGE COLLECTION	109.58

GRAND TOTAL: 614,871.10
