

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, August 14, 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. PUBLIC HEARING - NOBLES HOME INITIATIVE APPLICATION (PARCEL ID# 31-3845-000) - COMMUNITY / ECONOMIC DEVELOPMENT CASE ITEM 1 (GRAY)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- E. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Regular Meeting July 24, 2017
 - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of Regular Meeting August 7, 2017
 - b. Water and Light Commission Minutes of Regular Meeting July 24, 2017
 - c. Worthington Housing and Redevelopment Authority Board Minutes of June 27, 2017
 - d. YMCA Board Minutes of June 26, 2017
 - e. Public Arts Commission Minutes of June 20, 2017
 - f. Worthington Area Convention and Visitors Bureau Minutes of May 31, 2017

3. FINANCIAL STATEMENTS (LAVENDER)

- a. Municipal Liquor Store Income Statement for the Period January 1, 2017 through July 31, 2017

4. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Applications for Temporary On-sale Liquor Licenses - King Turkey Day, Inc.
2. Request for Parade Permit / Block Streets - King Turkey Day, Inc.
3. Amendment to Approved Application to Block Streets - Cruisin' Downtown Worthington
4. Application for Exemption from Lawful Gambling Permit - Tomorrow's Turkeys

b. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Consideration of Execution of a Contract for Range Lease Agreement Between the City of Worthington and Mn West Community and Technical College

c. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

1. Supplemental Agreement No. 1 to McMillan Street and Ryan's Road Street Improvements Contract

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

F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

1. Presentation by the Worthington Public Arts Commission
2. Memorial Auditorium Performing Arts theater Update/Presentation
3. Applications for New On-Sale Wine License and New On-Sale Beer License
- Friends of the Auditorium
4. City Administrator Conflict of Interest
5. Nominating Committee Recommendations for Committee Appointments /
Reappointments
6. Position Guidelines - City Planner Intern
7. Liquor Store Approval of Plans and Authorization to Re-Advertise for Bids

G. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Items

1. Lifesaving Award

H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Items

1. Professional Services Agreement for Community Growth Projects

I. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

1. Federal Aviation Administration Grant Agreement
2. Grant Easement for Lewis and Clark Water Project
3. West Gateway Drive Area Sewer and Water Extensions

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

Case Items

2. City of Worthington Alley Vacation and First Reading of Proposed Ordinance

K. 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

L. CITY ADMINISTRATOR REPORT

M. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, JULY 24, 2017**

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Mayor Pro Tem Larry Janssen with the following Council Members present: Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon. Honorary Council Member: Josh Langseth.

Staff present: Steve Robinson, City Administrator; Troy Appel, Public Safety Director, Todd Wietzema, Public Works Director; Dwayne Haffield, Director of Engineering; Janice Oberloh, City Clerk; Police Officers Dustin Roemeling, Tyler Olson, Nicholas Heimer, Lucky Saveo; Sgt. Brett Wiltrout.

Others present: Jacoba Nagel; Andy Johnson; Kathleen Kusz; Kevin Donovan; Al and Jean Heimer; Darby Biesemeier; Darlene Macklin; Nancy Vaske; Gary Brandt; Saeng Sayveo; Day Sayveo; Ryan McGaughey; Karl Evers-Hallstrom, The Globe.

The Pledge of Allegiance was recited.

HONORARY COUNCIL MEMBER

Mayor Pro Tem Janssen welcomed Josh Langseth as the Honorary Council Member for June, July and August, 2017.

AGENDA CLOSED / APPROVED

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

**PUBLIC HEARING AND RESOLUTION NO. 2017-07-02 ADOPTED CONFIRMING
INTENT TO ISSUE DEBT - HALF-CENT SALES TAX EXTENSION**

Pursuant to published notice, this was the time and date set for a public hearing regarding extension of Worthington's half-cent sales tax.

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

Steve Robinson, City Administrator, provided information on the sales tax extension, noting that at their June 24, 2017 meeting, Council had adopted Resolution No. 2017-06-02 Approving the Enactment of Laws 2017 First Special Session, Chapter 1, Article 5, Sections 14, 15 and 16, and calling for a public hearing. The legislation authorized the City to extend the tax and issue additional debt in an additional amount up to \$1.3 million, plus the cost of issuance of the bonds, including interest on the bonds. Also included was the additional use of the funds to construct public athletic facilities. In previous Council / staff discussion, it was determined that \$100,000 of the additional \$1.3 million would be used for seat replacement at Memorial Auditorium, with the remaining

amount to be used for athletic facilities. Mr. Robinson noted that, following adoption of the resolution, it would not go in to effect for 30 days, and if within those 30 days a petition signed by voters equal in number to ten percent of the votes cast in the city in the last general election requesting a vote on the proposed resolution is filed with the county auditor, the resolution is not effective until it has been submitted to the voters in a general or special election and a majority of the votes cast on the question of approving the resolution are affirmative.

Mayor Pro Tem Janssen asked if there was anyone present who wished to present testimony for or against the resolution:

Andy Johnson - representing the Chamber of Commerce/Visitors and Convention Bureau - spoke in favor of the resolution.

No further testimony was received.

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

The motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to adopt the following resolution confirming intent to issue additional debt:

RESOLUTION NO. 2017-07-02

A RESOLUTION CONFIRMING INTENT TO ISSUE ADDITIONAL DEBT PURSUANT TO LAWS 2017 FIRST SPECIAL SESSION, CHAPTER 1, ARTICLE 5, SECTIONS 14, 15 AND 16

(Refer to Resolution File for complete copy of Resolution)

Mr. Robinson read the resolution following its adoption.

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting July 10, 2017 and Special Meeting July 17, 2017
- Minutes of Boards and Commissions - Water and Light Commission Minutes of Regular Meeting July 3, 2017; Heron Lake Watershed Board of Directors Minutes of May 16, 2017; Joint Law Enforcement Center Board Minutes of April 20, 2017
- Financial Statements - Municipal Liquor Store Income Statement for the Period January 1, 2017 through June 30, 2017; General Fund Statement of Revenues and Expenditures -

- Budget and Actual - for the Period January 1, 2017 through June 30, 2017
- Application for On-Sale Beer License - Nobles County Fair Association
- Bills payable and totaling \$934,921.25 be ordered paid

PURCHASE AGREEMENT DEADLINE EXTENDED BY NEW AGREEMENT FOR PBK INVESTMENTS, INC. MOVIE THEATER DEVELOPMENT, PARCEL 31-3786-551

PBK Investments, Inc. was seeking extension of the purchase agreement with the City for their movie theater development, located on property identified as Parcel 31-3786-551. The agreement terminated on June 1, 2017 as the buyer failed to close on or before that date. PBK was requesting extension of the agreement to April 1, 2018. The City Attorney reviewed the request and suggested if Council wished to extend the date they should direct staff and the City Attorney to prepare a new agreement for consideration and approval by both parties. Kevin Donovan, on behalf of PBK, said the intent is to complete the architectural plans as the civil is done, and complete the other requirements and obtain building permits over the winter to get them going in the spring.

Council Member Ernst questioned if financing was in place, noting it has been seven months and we haven't seen any plans. Mr. Donovan said the purchase agreement was for the property purchase only and the plans will be submitted when they apply for the building permit. The delay for the land purchase occurred because of some actions going on, but they are ready to move on it again. They put earnest money down with the City, which they are still holding.

Council Member Ernst said the City has since implemented a new policy for property sales, which includes earnest money of 10%. Mr. Robinson said PBK's payment was approximately 6%. When asked for a time line for completion of the plans, Mr. Donovan said SEH has completed the majority of their work and just needed to consult with the architect, then those plans would go to Fullerton and go from there.

The motion was made by Council Member Oberloh to draw up a new agreement that would expire April 1, 2018. Council Member Cummings seconded the motion. Council Member Ernst questioned giving them that much time - do we want to keep dragging this out. Council Member Harmon told Mr. Donovan that, with his partner's performance and history, he would not support an extension. Council Member Ernst said she agreed - we've dealt with him in the past and there are things going on in the city right now with him and it's not positive. Mr. Donovan questioned if they were saying they don't want a theater? Council Member Ernst said no, but we had a group in here two weeks ago, and they were pushing us for time lines instead of us pushing them. We want to see something up front instead of deadlines passing with nothing happening. If people think you guys are putting up a movie theater no one else will look at doing it. Council Member Ernst asked if we could do this for three months. Mr. Donovan said they were not delaying the project - it was his efforts to get the group together and put aside the lawsuit between Pellowski and Marthaler to get this moving. Council Member Oberloh said we need to take the personalities out of this and

consider the issue at hand. Council Member Ernst again stated that the extension should be shorter. Mr. Donovan said that in light of what the former mall owner got away with, it is unreasonable to hold this against them, it would only defer having a movie theater.

The following Council Members voted in favor of the motion: Oberloh, Cummings - and the following Council Members voted against the motion: Ernst, Harmon. With the tie, Mayor Pro Tem Janssen cast his vote against the motion. Motion failed.

Steve Robinson asked Council if he could work with the developers to see if there is a shorter time frame - a reasonable time to develop the architectural plans so they could go to closing. Getting the plans submitted for permits is the big deadline so closing could take place. Council Member Oberloh asked if, in theory, could another group come forward on the property in the next two weeks? Mr. Robinson said yes, the property would be back on the market. Council Member Oberloh responded that we are asking them to spend money on plans for property they don't have a hold on.

Following additional discussion, the motion was made by Council Member Oberloh for a December 1st, 2017 purchase agreement and to let them work with Mr. Robinson. Council Member Ernst pointed out that the new agreement should call for earnest money in an amount according to the City's new policy. Council Member Oberloh said the City already had earnest money from them and he wasn't going to get hung up on that. The motion was seconded by Council Member Cummings and unanimously carried.

NOBLES COUNTY ATTORNEY REQUEST FOR CITY PARTICIPATION IN MATCHING FUNDS FOR CRIME VICTIM GRANT APPROVED

Nobles County Attorney Kathy Kusz was at the meeting to make a request to Council for consideration of additional City funding. Ms. Kusz said she learned of a \$70,000 Crime Victim grant opportunity after her budget presentation to Council earlier this year. The grant will allow crime victims to work with a dedicated staff member at the County level. The money is marked for Nobles County and would require the County to pledge a 25% cash or in-kind match (\$17,500). The City of Worthington's share of that amount would be 25%, or \$4,375. The grant money is not only for the position but for helping crime victims and witnesses.

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the request for the additional City participation in the amount of \$4,375 for the 2018 budget year.

The County approved it with the proviso that if the state and federal funding went away, the position would also be eliminated. No one has been de-funded that she is aware of. Ms. Kusz indicated that the budget year starts in September and if funds become available yet this year there will be a City share for that too, but it will be nominal.

**MODIFICATION OF POSITION CLASSIFICATION FOR ENGINEERING TECHNICIAN
APPROVED**

Steve Robinson, City Administrator, told Council that positions at the City and Public Utilities are classified for salary grade based on nine separate factors. Over the years the required qualifications have changed for the Engineering Technician positions at the City, and the changes will result in an increase in salary grade according to our wage and compensation plan. The position is currently a salary grade 8, and with the certification requirements that are necessary for the position now, the points will increase the position to a salary grade 9. Mr. Robinson said the control point hourly salary for a salary grade Non-Exempt 8 is \$26.27 per hour, while the control point salary for a Non-Exempt 9 is \$27.37 per hour. The change will effect two current employees.

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the modifications to the position classification for Engineering Technician.

**AUTHORIZATION PROVIDED TO ADD ENGINEERING CAD/GIS TECHNICIAN AND
ADVERTISE TO FILL THE POSITION**

Staff was requesting the addition of an additional full-time engineering technician to assist with the workload and backlog in the City's engineering department. The position would be a CAD/GIS Technician and would be at a Salary Grade 9, with a minimum hourly wage of \$23.26 per hour and a control point wage rate of \$27.37 per hour. The position was included in the department's 2017 budget so does not require a budget amendment.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the Engineering CAD/GIS Technician position and to advertise to fill the position.

**AUTHORIZATION PROVIDED TO AMEND EMPLOYEE ADVISORY COMMITTEE BY-
LAWS**

Council reviewed a request from the Employee Advisory Committee for approval of the following changes to the Committee's By-Laws:

- In order to more equitably represent each employee group, the Committee shall be comprised of one member rather than two of the non-bargaining unit of regular full-time and regular 3/5 time or mor part-time hourly. This will reduce the total committee membership from six to five.
- A Committee quorum shall consist of three voting members rather than four.
- Each employee group may designate an alternate representative who may serve as a voting

- member in the absence of the regular representative.
- The Chairperson shall become a voting member of the Committee.
- References to terms of office have been deleted.
- Meetings will be held every other month rather than quarterly.

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to authorize amendment to the Employee Advisory Committee By-Laws as requested, subject to review by the City Attorney and approval by the Water and Light Commission.

INTRODUCTIONS AND OATHS OF OFFICERS NICK HEIMER AND LUCKY SAYVEO

Troy Appel, Public Safety Director, introduced the two newest members of his department, Officers Nicholas Heimer and Lucky Sayveo. The Officers started April 17th and have completed their field training and are working as full-time Patrol Officers. Following administering of the Oath of Police Officer by the City Clerk, Council welcomed the new Officers to the City.

RESOLUTION NO. 2017-07-03 ADOPTED ACCEPTING FLOATING DOCK DONATION

Todd Wietzema, Public Works Director, stated that the Lake Okabena Improvement Association was proposing to donate a new floating dock to be placed in Sunset Park. The dock would be used by boaters to unload persons and gear, and would greatly improve the traffic flow at the busiest boat landing dock on Lake Okabena by allowing boaters who are not immediately loading or unloading to get to Sunset Park without causing any unwanted delays. Mr. Wietzema said the donation meets all the requirements set forth in the Park Donation policy, and the Park and Recreation Advisory Board was recommending Council approval of the donation.

The motion was made by Council Member Harmon, seconded by Council Member Ernst, and with Council Member Cummings abstaining from the vote as a Board Member of the Fishing Club, was unanimously carried by the remaining members to adopt the following resolution accepting the donation of the floating dock:

RESOLUTION NO. 2017-07-03

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

BUDGET AMENDMENT APPROVED FOR NEW TURF EQUIPMENT

Staff was requesting Council approval of a budget amendment for the purchase of a turf aerator and a grass seeder to be used on the new soccer fields and also in some of the park areas. Quotes were

received for both pieces of equipment. The quote for the aerator was for a demo model at a cost of \$17,182.16. The state purchase price for the seeder was \$14,896.00, for a total cost of \$32,078.16. Todd Wietzema, Public Works Director, said he was proposing to use funds in the Prairie View E.R.S. fund to purchase the equipment, which has a current balance of \$55,700.00.

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve a budget amendment for use of \$32,078.16 from the Prairie View ERS funds for the purchase of a demo model aerator and a seeder.

RESOLUTION NO. 2017-07-04 ADOPTED APPROVING MINNESOTA DEPARTMENT OF TRANSPORTATION PARTNERSHIP CONTRACT

Staff presented a Master Partnership Contract between the State of Minnesota Department of Transportation and the City of Worthington, which provides for a variety of services to the City through MnDOT's district office. Services include professional services pertaining to bridge inspection and design, certain types of surveying and other land management support, roadway maintenance, and materials testing. The agreement will replace the current contract which expires this year. The agreement is much the same as the 2013 agreement, but also allows for the City to provide services to MnDOT. Sections 9 through 24 of the agreement were reviewed by the City Attorney.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adopt the following resolution approving the Master Partnership Contract with the Minnesota Department of Transportation:

RESOLUTION NO. 2017-07-04

(Refer to Resolution File for complete copy of Resolution)

COUNCIL COMMITTEE REPORTS

Mayor Pro Tem Janssen - Nothing to report.

Council Member Oberloh - Nothing to report.

Council Member Cummings - Reported on a Joint Law Enforcement Center meeting.

Council Member Ernst - Reported on a NEON meeting held July 13th.

Council Member Harmon - Reported on the Joint Law Enforcement Center meeting, a Joint City/County/College/School District meeting, and a Water and Light Commission meeting

CITY ADMINISTRATOR REPORT

Steve Robinson, City Administrator, reported that representative from the U.S. Commerce

Department was here last Thursday - they talked about potential grant opportunities, including some that Worthington qualifies for through EDA - 90% of job growth comes from existing businesses so the focus would be on them. It would involve a study and require a 50% match. We're working with the SRDC to put together a grant application that would be under high consideration. Last Friday was the closing for first round consideration for the Community Development Planning and Zoning position - we received several applications but not many met some of the minimum qualifications requirements. We'll be looking at going out to recruit other applicants and at how to proceed.

We have received a request from the developers of the Minnesota West Housing project for funding from the City's housing stock fund - we still have questions on the terms they are asking for and whether their financial pro-forma justifies those terms. Ehlers staff will help evaluate the request. They asked for a 30-year term at 1% interest, but looking at their financials it would seem that those terms are justified. Mr. Robinson also noted that there are four single-family homes under construction on Grand Avenue, along with two that have been recently completed, and a twin home at the South Lake Development is now under construction. In response to a question from Council, Mr. Robinson reported that the North Development Group is moving forward with their project. Their new application for a Nobles Home Initiative five-year tax abatement will come forward in August.

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 8:08 p.m.

Janice Oberloh, MCMC
City Clerk

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Worthington Area YMCA – DeGroot Family Center Board of Directors Meeting Minutes June 26, 2017 – Tammy Koller, Presiding

Board Members (Those present are shown in bold): Brett Wilttrout, Joe Vander Kooi, Jeff Williamson, **Chad Nixon**, Colin O'Donnell, Lisa Gerdes, Nate Hanson, **Tammy Koller**, **Kenton Meier**, Arturo Martinez, **Dennis Weeks**, Julie Lopez, **Randy Thompson**, **Chad Cummings**, **Bill Gordon** and **Jennifer Weg**

Staff Present: Andy Johnson, Cory Greenway

Guest: Octavio Flores

Call to Order: Tammy Koller called the meeting to order at 12:08 p.m.

Introduction of New Board Members: Tammy introduced both Bill Gordon and Jennifer Weg as our newest Board members. Jennifer is filling the place of Mo, and Bill is filling the remainder of Diane's term.

Invocation: Randy Thompson gave the invocation.

Consent Agenda

*Approval of Consent Agenda

- May Board of Directors Meeting minutes
- Treasurers/Finance Committee May Report.
- 2016 Audit Approval as recommended by Finance Committee

Motion to approve the consent agenda as presented was made by Dennis Weeks, supported by Kenton Meier, motion passed.

Camp Olson Camper report: Andy introduced Octavio Flores, Octavio Flores was present to thank the Y Board for sending him to camp and to share some of the highlights from his week of attending Y Camp Olson. Andy reported that we sent 3 boys to camp Olson in June and this week 3 girls are attending Y Camp Foster. All camp fees are being paid for through our Camp Fund and 50 is covered by each camper. Andy hopes we can continue to fund this account in the future so to continue to able to give kids like Octavio and GREAT camp experience.

Board of Directors Business/ Committee updates:

Grow Membership and Participation: Andy asked Cory Greenway to give and update on the construction of the climbing wall. The project is about mid-way and should be complete by Friday. The next step is training prior to opening the wall so we are in the process of scheduling that as well. He also stated that a committee of key people interested in getting the Family 2 Family program implemented met yet last month and in addition he hopes to fill the position soon so we can go forward with the Y Pals and F2F programs. Andy also reported that the ColorDash event that was held on June 10th should net about \$3,000. Sponsors were the key. There were 166 participants and it was a special day as a memorial event in honor of ken Moser.

Board Development: This committee was also not able to meet in June due to lack of attendance. In Colin's absence Andy reported that there is another Board member resignation, in the packet is a letter of resignation from Nate Hanson. He and his wife are moving to Sioux Falls.

A Motion was made by Kenton Meier and supported by Randy Thompson to approve the resignation Motion passed.

Andy also updated the Board as to the committee's plans for the Bylaws and Annual meeting. The Board needs to change the bylaws now to address the Annual meeting plans and requirements. So, we hope to have the Board approve that change either in July or September, set the Annual meeting for November either a noon or 5pm meeting. Then have just the Volunteer and Youth awards ceremony at 6pm.

WORTHINGTON AREA YMCA – DEGROOT FAMILY CENTER

1501 Collegeway

P 507 376 6197

W YMCAWORTHINGTON.ORG

Our Mission: To put Christian Principles into practice through programs that help build spirit, mind, and body for all.

Finance Committee/Eliminating Debt Task Force: Tammy highlighted the minutes that were included in the packet. She reported on a few highlights from the audit report and commented that we had a clean audit and was approved. She commended Andy and Mark for making more progress this year to improve the process. There are still a couple of areas that need to be addressed and that is more timely bank reconciliations and cleanup of those with outstanding amounts. Additionally, Tammy commented that we will be looking to add depreciation into the budget in the coming years as we do list on the yearend report and then we can look to hopefully and truly be finding it in future years. On the Monthly report, Tammy reported that we are significantly ahead of budget, but please note \$40,000 of this is the donation for the climbing wall and we have not expensed the entire amount yet.

2017 Strong Kids Campaign: Andy reviewed the current report which has the total campaign at 77%. Chad Nixon reported on the progress of the Major Gifts Campaign they hope to be completed with their Promotion at the end of next week at the latest. Andy reported for Colin, we now need to assemble the Friends division. We have approximately 85 donors from last year that need to be contacted. The hope was to have the remaining Bd members and any other interested volunteers convene in early July to get the info and work that division. Stay tuned for more information and a Doodle calendar for date selection.

Executive Director Items:

- Andy gave a lengthy update regarding the Wgtn FC Soccer Club and recent happenings. The Board recognizes there will need to be more involvement and changes coming forward.
- Web Site: Andy went through the new website as it sits now, it is scheduled to go live next week.
- North Side Facility Issue – Andy reported that with the heavy rains last week we have found to have a significant issue with water coming in to the basement, primarily the electrical room. Damage is yet to be determined, but we MUST get the water away from the building. Some of the issue is a design problem regardless we have Mike's Excavating and Tiling, considering making the repairs, he was here today and will look to get Andy a number asap and get the work done asap.
- WRHCF Golf Event – Andy announced an invitation to anyone that would like to join him in the foundation golf event on Monday July 17th. We will be paired with City Staff Steve Robinson and Brian Kolander. Let him know if you are interested.

Upcoming Y Events:

All Comers track meet 7/17/2017
JBS Picnic 8/27/2017 (Need Volunteers!!)

Staff Reports:

- Executive Director Report (Report Enclosed), Program Directors Report: (Report Enclosed), Health/Fitness Director Report: (Report Enclosed)

Other Business:

- Next Board Meeting: Monday July 31, 2017 @ 12:00pm – YMCA Conference room.
- Board Development Meeting: July TBD, 2017 @ 4:30pm – YMCA Conference room.
- Finance Committee/Eliminating Debt Task Force: July 19, 2017 @ 4:30pm – YMCA Conference room
- Grow Membership & Participation Committee: TBD – YMCA Conference room

Adjournment:

Respectfully Submitted by,
Andy Johnson, Executive Director/CEO

Lisa Gerdes-Secretary

WORTHINGTON PUBLIC ARTS COMMISSION**Minutes: Thursday, June 22nd, 2017****Worthington City Council Chambers****Members Present:** Anotonio Madrigal, Gail Holinka, and Amy Ernst.

Meeting was called to order at 5:15 pm

No formal business held, due to lack of quorum. Discussion was held on the following items:

SMAC Reorganization- Greta Murray has retired from SMAC and Nicole DeBoer will be taking her place. Nicole has great experience and has been very helpful to us over the years with our grant work. She has extended her ongoing support and is looking forward to continue her work with us. Gail has requested assistance with the upcoming presentation to city council, seeking data on economic impact of the arts in our community. Members were invited to attend Greta's retirement party on June 27th from 5-7pm, in Marshall.

Forecast Public Art Support- Gail had several conversations with Jack Becker from Forecast Public Arts over the past month to help advance the work of the WPAC. Members present talked with Jack in a teleconference call. How do we move ahead? He had many great ideas for us. Looking for sustainability, Jack requested an asset map to show the arts connections in SM MN. Gail shared a map (via email) she had created, to show the web of local art/artist's network. He said it would be good for us to work together with other arts groups in our area. Gail informed him we have several arts organizations doing great things but it would be nice if there were more collaboration about ongoing work. He stressed the importance of a Public Art Master Plan (PAMP) and suggested looking at Rochester's plan (this was shared via email to Amy-Gail will send to other members too). Forecast helped them develop this extensive plan at a cost of 30K. With a strategic plan, it shows a total picture, goals, needs, who's all involved, etc. It could help us all work together more closely and we can work together with a common goal. He stressed the need for a plan, to seek ongoing growth in stages instead of working from project to project, as we have been trying to do. We need more stakeholders and people willing to advocate for the city.

Harmony Park- Gail visited with Brady about the commissions concern with added landscaping costs and other items such as longevity of cedar seating and maintenance on it, sound deflections off the metal, etc. Brady said he has been working closely with Len Bakken and this was what they wanted. He said they wanted it this size so it can include room for performance-based programs. They are hoping to get funds from the Artplace grant for this project. There is a meeting scheduled with Lisa and Chelsea of SWMHP. Lenn has invited Gail to attend as well. Gail mentioned the commission might rather see two parks for this cost than so much going into one. Brady stated that they When asked, Brady said Todd was aware of this new plan and sated he "loved the design."

Ameilia Earhart sculpture – Gail emailed Zubby Janssen the quote received from Matthew P. of Omaha, NE for a bronze Amelia sculpture. She also shared Amy's idea to put her in front of the new Library building, if that project goes through. Bronze would come at a higher cost but the commission feels this will be better because it will last. Brady met with this group and gave them a quote/contract. He told them he liked the girl running best as it represents her playing. He said he also spoke with an artist that

does bronze the quote was for 15k for the sculpture and 1,500, for the plinth. Until the group can come up with funding, Gail feels the commission should table this request.

Event Center Globe – Brady has the Globe model that he arranged for Gail to pick up but the business was locked. Gail is hoping this will make it easier to get sponsors to help fund it. Even though Gail has followed up with Purnet and the Daily Globe, no sponsorships have come to fruition. Gail is willing to help write a grant to finish this project. Pam is helping by looking at a variety of grant options: Southwest Foundation, McKnight Foundation and other funding possibilities she found. We need community support for this project, putting it out for feedback on social media might help for all our projects. Pam will look into this.

2017 Inventory of Public Art – Pam continues to work on putting the inventory list together and has done a great job. She has a document shared in the WPAC folder for revisions and additions to be made. Scott Rosenberg has been assisting with the memorial bench list; it is growing and he will keep the commission informed of new additions. Gail has been taking additional pictures to add to this and has found memorials she did not know existed- (St. Johns, a father and son-located on East Lake St.) This was placed there about 10 years ago by the watershed group and was not a project many people know about. Pam has also been adding all the artworks and memorial benches on a Google Map. It is a great addition to the work we are doing.

Commission members: Members present discussed the need for people to understand attendance to meetings is important and we need members who can commit time and talents to the work we are doing. Jayme Wiertzema was recommended to Janice for the nominating committee to approve. Janice had forgotten to move this forward but said a future meeting is planned. Jayme has been a great addition to the Art Dept. in District 518, Gail feels she will do a good job. Gail also called Brenda to seek info on current projects she is helping with (Amelia/Harmony Park). She said is very busy with transitioning between the old/new jobs and her husband had knee surgery too. She is not sure she can remain on the commission because she feels she has not been able to commit the time. She will let us know her final decision. We will keep this in mind as we seek replacements.

Minutes respectfully submitted by Gail Holinka

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CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/17 Through 7/31/17
(Amounts in Dollars)

	Total 2017 Budget	JULY		%	YTD	
		Actual	Previous Year	YTD Actual to Budget	Actual	Previous Year
Sales						
Liquor	1,475,000	119,756	128,071	53.5%	789,112	789,359
Wine	490,000	31,485	34,029	50.8%	248,708	244,134
Beer	1,790,000	180,986	196,755	56.3%	1,007,298	995,195
Mix/nonalcohol	66,000	8,157	8,585	55.8%	36,810	36,022
NSF charges	100	74	-	116.0%	116	10
Net Sales	3,821,100	340,458	367,440	54.5%	2,082,044	2,064,720
Cost of Goods Sold						
Liquor	1,063,000	85,052	106,165	53.9%	573,272	573,099
Wine	335,000	23,332	24,585	51.7%	173,254	176,921
Beer	1,380,000	139,168	143,759	56.1%	774,590	758,550
Soft drinks/mix	55,400	4,857	5,512	59.1%	32,762	27,820
Freight	26,000	2,540	2,110	57.9%	15,061	18,726
Total Cost of Goods Sold	2,859,400	254,949	282,131	54.9%	1,568,939	1,555,116
Gross Profit	961,700	85,509	85,309	53.4%	513,105	509,604
Operating Expenses						
Personnel services	301,525	21,958	29,916	54.4%	164,045	160,540
Supplies	20,800	1,673	378	60.1%	12,500	10,207
Other services & charges	155,815	13,082	11,168	61.9%	96,393	77,580
Depreciation (estimated)	18,000	1,542	1,417	60.0%	10,794	9,919
Total Operating Expenses	496,140	38,255	42,879	57.2%	283,732	258,246
Operating Income (Loss)	465,560	47,254	42,430	49.3%	229,373	251,358
Non-Operating Revenues (Expenses)						
Interest earnings **	9,000	7,040	5,024	78.2%	7,040	5,024
Other non-operating	-	-	-	-	1,120	-
Total Non-Operating Revenue (Expense)	9,000	7,040	5,024	90.7%	8,160	5,024
Net Income (Loss) b/Operating Transfers	474,560	54,294	47,454	50.1%	237,533	256,382
Operating Transfers-Out	(225,000)	(18,750)	(18,750)	58.3%	(131,250)	(131,250)
Net Income (Loss)	249,560	35,544	28,704	N/A	106,283	125,132

** Includes 6/30/17 actual and one month budget

ADMINISTRATIVE SERVICES MEMO

DATE: AUGUST 14, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. APPLICATIONS FOR TEMPORARY ON-SALE LIQUOR LICENSES - KING TURKEY DAY, INC.

King Turkey Day, Inc. has submitted the following applications for Temporary On-Sale Liquor Licenses in conjunction with the 2017 King Turkey Day celebration:

One-Day License - King Turkey Day Comedy Show Fund Raiser at Memorial Auditorium - Friday, August 18, 2017

One-Day License - Beer garden at Pioneer Village - Thursday, September 14, 2017

Two-Day License - Beer garden at 10th Street and 2nd Avenue - Friday, September 15 through Saturday, September 16, 2017

The applications are included as ***Exhibit 1***. All of the required paperwork, fees, and insurance certificate naming the City of Worthington as additional insured have been received. The group has worked with Memorial Staff for the rental of that facility for their fund raiser.

Council action is requested on the applications for Temporary On-Sale Liquor Licenses as submitted by King Turkey Day, Inc. in relation to the Annual King Turkey Day celebration.

2. APPLICATION FOR PARADE PERMIT / TO BLOCK STREETS - KING TURKEY DAY, INC.

King Turkey Day, Inc. has submitted an Application for Parade Permit / to Block Streets for the 2017 King Turkey Day event. The application, listing and map of the proposed street closures are included as ***Exhibit 2***. Jaime Salinas has been designated as the Safety Officer for the event, and the required certificate of insurance has been received.

Council action is requested on the Application for Parade Permit / to Block Streets submitted by King Turkey Day, Inc.

3. **AMENDMENT TO APPROVED APPLICATION TO BLOCK STREETS - CRUISIN' DOWNTOWN WORTHINGTON**

At their June 26, 2017 meeting, Council approved an Application to Block Street from the Worthington Area Chamber of Commerce Retail Committee for their annual Cruisin' Downtown Worthington event on Tuesday, August 15, 2017. The request was to block the following streets from 2:00 p.m. to 9:00 p.m. that day:

10th Street from 2nd Avenue to 6th Avenue
3rd Avenue from 10th Street to the Alley on both sides
4th Avenue from 10th Street to the Alley on both sides

The Committee is requesting an amendment to the approved street closure to include all of 3rd Avenue from 9th Street to 10th Street, not just to the alley as previously approved.

Council action is requested on the amendment to the Application to Block Streets for the Cruisin' Downtown Worthington event on August 15, 2017.

4. **APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - TOMORROW'S TURKEYS**

Exhibit 3 is an application for Exemption from Lawful Gambling from Tomorrow's Turkeys as follows:

Organization:	Tomorrow's Turkeys
CEO:	Clyde Scheevel
Type of Event:	Raffle
Date & Location of Event:	September 30, 2017 Worthington Elks Lodge, 1105 Second Avenue

Approval by the local governing body is required prior to being sent to the state for approval.

Council action is requested on the Application for Exemption from Lawful Gambling submitted by Tomorrow's Turkeys.

CASE ITEMS

1. **PRESENTATION BY THE WORTHINGTON PUBLIC ARTS COMMISSION**

_____ Gail Holinka of the Public Arts Commission will provide the Council with an update on the

activities of the Public Arts Commission.

2. **MEMORIAL AUDITORIUM PERFORMING ARTS THEATER UPDATE / PRESENTATION**

Tammy Makram, Managing Director of Memorial Auditorium Performing Arts Center, will present the upcoming calendar of events for Memorial Auditorium, including a brief description of the Friends of the Auditorium 2017-2018 season

3. **APPLICATIONS FOR NEW ON-SALE WINE LICENSE AND NEW ON-SALE BEER LICENSE - FRIENDS OF THE AUDITORIUM**

When the City first considered alcohol service at the Memorial Auditorium Performing Arts Theater, staff had worked with the Minnesota Department of Public Safety Alcohol and Gambling Division regarding available options and requirements. It was decided at the time that the City would contract with an on-sale liquor license holder for services at the Auditorium, and initially contracted with Hickory Lodge for the services. Hickory Lodge eventually terminated their alcohol service at the Auditorium due to a shortage of staff. Since that time, the City has contracted with Hy-Vee for the alcohol service, however, Tammy Makram, Manager of the Memorial Auditorium Performing Arts Center, was recently informed by Hy-Vee that they will no longer provide alcohol service for events at the Auditorium - also due to a shortage of staff.

As an alternative option, Minnesota Statute provides the following regarding issuance of an on-sale license to a live-performance theater within the city:

Minn. Statute § 340A.404, Subd. 1(b) - A city may issue an on-sale intoxicating liquor license, an on-sale wine license, or an on-sale malt liquor license to a theater within the city, notwithstanding any law, local ordinance, or charter provision. A license issued under this paragraph authorizes sales on all days of the week to persons attending events at the theater.

Note: Minn. Statute § 340A.101 Subd. 27a. defines Theater as a building containing an auditorium in which live dramatic, musical, dance, or literary performances are regularly presented to holders of tickets for those performances.

Rather than the license being held by the City as the owner of the facility, and therefore subject to our insurance, the Friends of the Auditorium have agreed to be the license holder for the Auditorium. **Exhibit 4** is an Application for an On-Sale Wine License submitted by the Friends of the Auditorium. The license period will be September 1, 2017 through June 30, 2018.

Also included in ***Exhibit 4*** is an application for an On-Sale Beer License submitted by the Friends of the Auditorium, allowing for the sale of beer in addition to the wine. License period will be September 1, 2017 through December 31, 2017.

All of the required paperwork, fees, and insurance certificate naming the City of Worthington as additional insured have been received for the licenses, and a successful background check has been completed.

Council action is requested on the Applications for an On-Sale Wine License and an On-Sale Beer License submitted by the Friends of the Auditorium.

4. CITY ADMINISTRATOR CONFLICT OF INTEREST

City Attorney, Mark Shepherd, requested an opinion from the Minnesota Attorney General's office regarding if a potential conflict of interest existed for Steve Robinson in the selection and contracting with the engineering/architecture firm of SEH, Inc. Based on the response from Ian Welsh, Assistant Attorney General, Mr. Shepherd advises that conflict of interest may be avoided by any one of the following:

1. Robinson divests himself of his financial interests in SEH, Inc.,
2. Robinson resigns as the city administrator,
3. City Council determines that SEH, Inc. is disqualified from doing work for the City of Worthington, or
4. City Council issues a directive or resolution similar to: "City Administrator Steve Robinson is not authorized to participate in any manner, including discussions and/or recommendations concerning any contract which involves or may involve SEH, Inc."

Mr. Shepherd's June 13, 2017 request for and opinion from the Minnesota Attorney General and their office's response of July 25, 2017 are included as ***Exhibit 5***.

Council action is requested.

5. NOMINATING COMMITTEE RECOMMENDATIONS FOR COMMITTEE APPOINTMENTS / RE-APPOINTMENTS

The Nominating Committee met on August 8, 2017 and are making the following recommendations for committee appointments / re-appointments:

Memorial Aud. Advisory Board

Re-appoint Karen Fury for a first full three-year term - term to expire 07/31/2020

Appoint Betty McAllister to fill the unexpired term of Julie Nystrom, term to expire 07/31/2018

Public Arts Commission

Appoint Jayme Wiertzema to fill the unexpired term of Pam Lowry, term to expire 11/30/2018

Council action is requested to approve the Nominating Committee recommendations for committee appointments / re-appointments.

6. POSITION GUIDELINES - CITY PLANNER INTERN

In an effort to provide assistance to the Planning and Zoning Official, Staff has prepared a position description for a City Planner Intern. This person would be responsible for assisting in the daily activities of the City's planning and zoning core functions.

Staff is working on the final revision and will provide a copy of the position guidelines to Council prior to the meeting for their review

Council action is requested on the proposed City Planner Intern position.

7. LIQUOR STORE APPROVAL OF PLANS AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS

TSP, the City's architect, has completed revisions to the construction documents for the liquor store relocation project. The construction documents include architectural and engineering plans, specifications, bid documents and contracts. Various plan sheets including the site plan, floor plan and building elevations will be provided at the meeting for Council review. Council is asked to approve the plans and authorize Staff to advertise for bids. The proposed bidding schedule, if approved by Council, is:

- August 16, 2017 - Advertisement for Bids
- September 7, 2017 - Bid Opening
- September 11, 2017 - Council consideration of awarding contract

It is Staff's recommendation to approve the plans and authorize advertisement for bids. Council action is requested.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
King Turkey Day, Inc.		1951	
Address	City	State	Zip Code
1121 Third Avenue	Worthington	MN	56187
Name of person making application		Business phone	Home phone
Jaime Salinas		507-372-2919	
Date(s) of event	Type of organization		
Friday, August 18, 2017	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Jaime Salinas	Worthington	MN	56187
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.

The Memorial Auditorium - 714 13th Street, worthington

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

HUB International

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
King Turkey Day, Inc.		1951	
Address	City	State	Zip Code
1121 Third Avenue	Worthington	MN	56187
Name of person making application		Business phone	Home phone
Jaime Salinas		507-372-2919	
Date(s) of event	Type of organization		
	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.

Pioneer Village - Thursday, September 14, 2017

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

HUB International

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

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**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
King Turkey Day, Inc.		1951	
Address	City	State	Zip Code
1121 Third Avenue	Worthington	MN	56187
Name of person making application		Business phone	Home phone
Jaime Salinas		507-372-2919	
Date(s) of event	Type of organization		
Friday & Saturday, Sept. 15 & 16	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Jaime Salinas	Worthington	MN	56187
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.

Friday & Saturday, September 15 & 16, 2017

Parking Lot at the corner of Second Ave. & 10th St.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

HUB International

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

APPLICATION FOR PARADE PERMIT OR TO BLOCK STREET

Jaime Salinas (name), as representative of
King Turkey Day (organization sponsoring event) does
hereby apply for a permit for a parade or to temporarily block a street for an event.

The date for the requested parade/event is Please See Attached Information
with the time starting at _____ and ending at _____. The
route of this parade or blockage of the street shall be limited to the area delineated on the
attached map.

The following person, Jaime Salinas, is designated
by the requesting organization as safety officer. He/she shall monitor this activity to ensure
the safety of the crowd from such hazards as traffic conflicts because of the blocking of the
roadways, inspection of barricades, etc. In addition, this person shall be the contact person
and shall be available during the event should the police or City officials have concerns with
the safety aspects of this event. The requesting organization agrees to conduct this event in
the safest possible manner. In those cases where a street or public access is blocked, it shall
be done in a clearly visible condition taking into account the speed of traffic and the need
to ensure visibility during the various times of the event (taking into account the need for
flashers should the obstructions be in place during times of darkness). In addition, said
blockades will only be in place as long as necessary. Barricades must be approved by the
City of Worthington and be placed according to Uniform Traffic and Marking
specifications.

The requesting organization shall provide \$ 1,000,000.00 liability insurance coverage and
shall name the City as an additional insured for this event with HUB International

Insurance Company. The local agent who can confirm this coverage is Pat O'Neil.
A certificate of insurance will be provided after the permit is approved and prior to
conducting the event. The insurance must remain in effect until after the scheduled event.

Jaime Salinas
Name of Person Applying for Organization

July 31, 2017
Date

King Turkey Day, Inc.
Name of Applying Organization

1121 Third Avenue
Address of Organization

507-372-2919
Telephone Number of Organization

Jaime Salinas
Name of Safety Officer

Same as Above
Address of Safety Officer

507-372-2919
Telephone Number of Safety Officer

Same as above
Location and Telephone Number of Safety Officer
during the event

Attachments needed:

- 1) Map of delineated area
- 2) Certificate of Insurance

Approved By: _____

Dated: _____

2017 KING TURKEY DAY
STREET CLOSURE REQUESTS

Wednesday, September 13, 2017

From 6:00 p.m. to Sunday, September 17, 2017 at 12:00 p.m.

****Ninth Street from Second Avenue to Fourth Avenue**

****Third Avenue from Ninth to Tenth Street**

--For carnival and food vendors

Friday, September 15, 2017

From 7:00 a.m. to Saturday, September 16, 2017 at 9:00 p.m.

****Ninth Street from Fourth Avenue to Fifth Avenue**

****Fourth Avenue from Tenth Street to Alley (near Lake Street)**

****City parking lot on corner of Fourth Avenue and Ninth Street**

****City parking lot on corner of Ninth Street and Fifth Avenue**

--For BBQ Contest

Friday, September 15, 2017

From 12:00 p.m. – Saturday, September 16, 2017 at 10:00 p.m.

****Third Avenue from Tenth – Eleventh Street**

--For Army National Guard & Zoomobile

Friday, September 15, 2017

From 4:00 p.m. to Saturday, September 16, 2017 at 12:00 midnight

****First and Second Avenue from Ninth to Tenth Street**

****Tenth Street from First and Second Avenue**

--For Beer Garden and Ping Pong Ball Drop

Saturday, September 16, 2017

6:00 a.m. – 5:00 p.m. – 10K Race & Parade

****10th Street from 1st Avenue to Clary Street**

****See attached highlighted sheet for parade route**

Saturday, September 16, 2017

From 8:00 a.m. – 10:00 a.m.

****Second Avenue from Ninth Street to Lake Street, Lake Street to Lake Avenue, Tenth Avenue from Centennial Park to Tenth Street. These closures will only be partial during the event and traffic will still have access outside of the event. (This route has been reviewed with SGT. Brett Wilttrout).**

--For 5K Walk

Saturday, September 16, 2017

From 10:00 a.m. – 11:00 a.m.

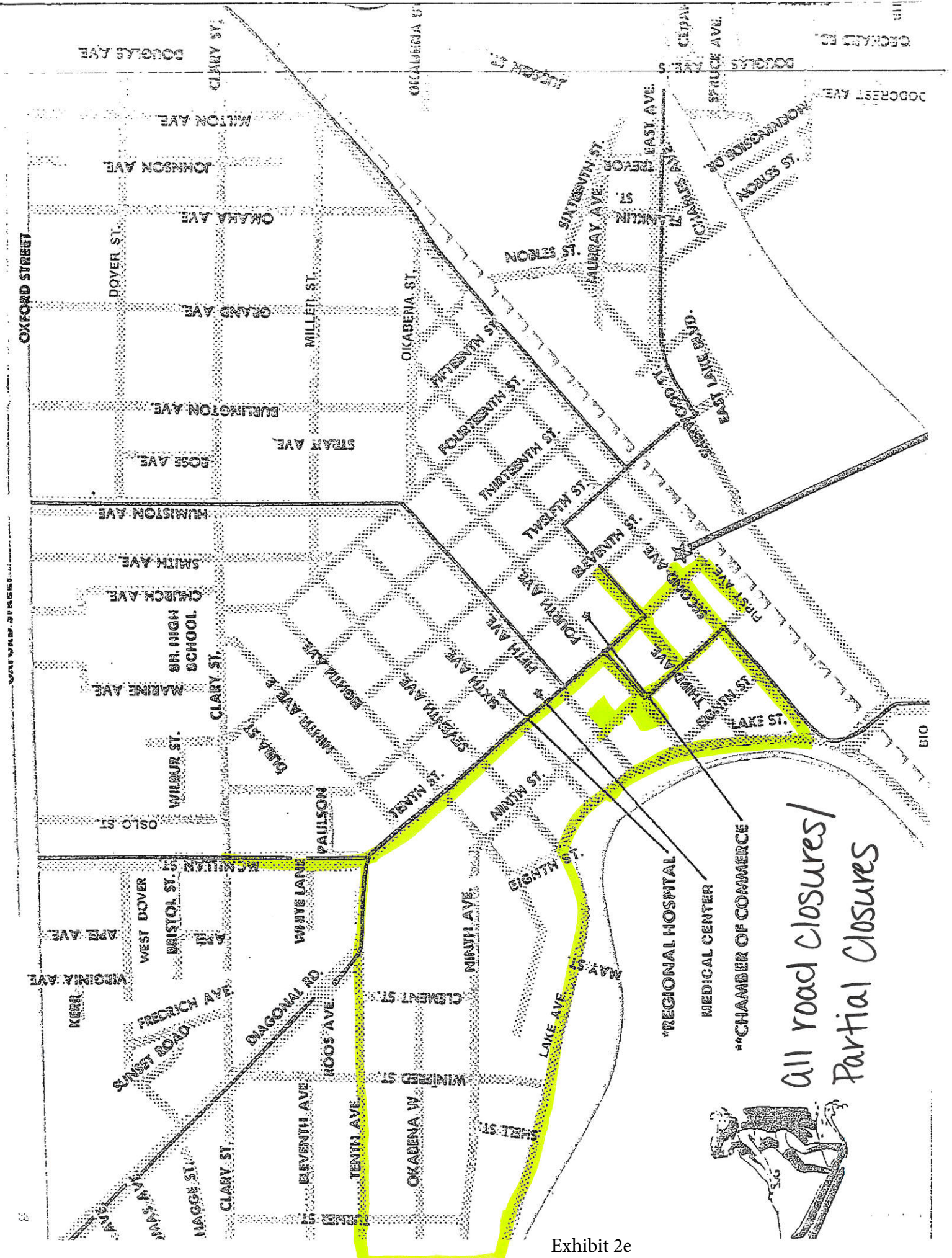
****Seventh Avenue from Tenth Street to Eleventh Street**

--People First/ARC Dash



Parade Route





all road closures/
Partial Closures



LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Tomorrows Turkeys Previous Gambling Permit Number: X-05975-16-008

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1210 Grand Ave

City: Worthington State: MN Zip: 56187 County: Nobles

Name of Chief Executive Officer (CEO): Clyde Scheerel

Daytime Phone: _____ Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): ELKS

Address (do not use P.O. box): 1105 2nd Avenue

City or Township: Worthington, MN Zip: 56187 County: Nobles

Date(s) of activity (for raffles, indicate the date of the drawing): 9/30/17

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE
(Not to exceed 14% of alcohol by volume)

Print Form

* License is for
Performing Arts
Theater

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application. To apply for MN sales Tax # call 651-296-6181

Workers compensation insurance company name SFM Policy Number 599962
Licensee's MN sales and Use Tax ID # 5258946 Licensee's Federal Tax ID # 41-1760089

Applicants Name (Business, Partnerships, Corporation) <u>Friends of the Auditorium</u>		Trade Name or DBA <u>Friends of the Auditorium</u>	
Business Address <u>714 13th St</u>		Business Phone <u>507-316-9101</u>	Applicant's Home Phone <u>507-360-2515</u>
City <u>Worthington</u>	County <u>Nobles</u>	State <u>MN</u>	Zip Code <u>56187</u>
Is this application <input checked="" type="checkbox"/> New or a <input type="checkbox"/> Transfer		If a transfer, give name of former owner	
License Period From <u>9-1-17</u> To <u>6-30-18</u>			

If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.			
Partner/Officer Name and title <u>Cindy Elsing, President</u>	Address <u>Worthington, MN 56187</u>	DOB	SSN
Partner/Officer Name and title <u>Vonna Leckband, Vice President</u>	Address <u>Chicago, IL 60654</u>	DOB	SSN
Partner/Officer Name and title <u>Marcia Hapi, Treasurer</u>	Address <u>Worthington, MN 56187</u>	DOB	SSN
Partner/Officer Name and title <u>Kurt Haag, Secretary</u>	Address <u>Worthington, MN 56187</u>	DOB	SSN

CORPORATIONS

Date of incorporation <u>05/03/1993</u>	State of incorporation <u>Minnesota</u>	Certificate Number <u>0828</u>	Is corporation authorized to do business in Minnesota? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If a subsidiary of another corporation, give name and address of parent corporation			

BUILDING AND RESTAURANT

Name of building owner <u>City of Worthington</u>	Owner's address <u>303 9th St Worthington MN</u>		
Are property taxes delinquent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Has the building owner any connection, direct or indirect with the applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Restaurant seating capacity	Hours food will be available
Number of restaurant employees	Number of months per year restaurant is open	Will food service be the principal business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Describe the premises to be licensed <u>Memorial Auditorium Performing Arts Center</u>			
If the restaurant is in conjunction with another business (resort etc.), describe business			

NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED

- ☐ Yes ☒ No Has the applicant or associates been granted an on-sale malt liquor (3.2) and/or a "set-up" license in conjunction with this wine license?
- ☐ Yes ☒ No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity?
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- ☐ Yes ☒ No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- ☐ Yes ☒ No Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

☒ Yes ☐ No Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment in the licensed premises? If yes, give names and details.

City of Worthington, owner

☐ Yes ☒ No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Cynthia E. Eelsing

8-9-2017

Signature of Applicant

Date

The licensee must have one of the following:

☒ Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "CERTIFICATE OF INSURANCE" to this form.

☐ A surety bond from a surety company with minimum coverage as specified above in.

☐ A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

☒ Yes ☐ No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.

CITY OF WORTHINGTON
APPLICATION FOR
ON-SALE BEER LICENSE

APPLICATION IS HEREBY SUBMITTED FOR AN ON-SALE BEER LICENSE WITHIN THE CITY OF WORTHINGTON IN ACCORDANCE WITH THE ORDINANCES OF SAID CITY REGULATING THE SAME. _____, 201____

ENCLOSED WITH THIS APPLICATION ARE:

- THE \$300 LICENSE FEE FOR ON-SALE BEER
- A COMPLETED APPLICATION FORM,
- A COMPLETED WORKER'S COMPENSATION INSURANCE COVERAGE FORM,
- A COMPLETED MN AND FEDERAL BUSINESS TAX I.D. FORM, AND
- A STATEMENT OF SALES, OR A CERTIFICATE OF INSURANCE EVIDENCING LIQUOR LIABILITY (DRAM SHOP) COVERAGE FOR THE PERIOD OF JANUARY 1, 2017 TO JANUARY 1, 2018 IN THE AMOUNT OF \$1,000,000.00 MILLION DOLLARS, AND \$10,000 PROPERTY DAMAGE. THE CERTIFICATE OF INSURANCE MUST CONTAIN A 30-DAY WRITTEN NOTICE OF CANCELLATION CLAUSE AND THE CITY OF WORTHINGTON MUST BE NAMED AS AN ADDITIONAL INSURED.
- IF THE ESTABLISHMENT IS A CORPORATION, PLEASE SUBMIT WITH THIS APPLICATION THE NAME AND ADDRESS OF THE CORPORATION AND A LIST OF ALL CURRENT STOCKHOLDERS, THEIR RESIDENT ADDRESSES, AND THE NUMBER OF SHARES HELD BY EACH.

APPLICANT INFORMATION:

Cindy Elsing, President
Friends of the Auditorium
LAST NAME FIRST NAME FULL MIDDLE NAME

714 13th Street P.O. Box 624
ADDRESS OF APPLICANT

Worthington MN 56187
CITY STATE ZIP

 507-376-9101
DATE OF BIRTH TELEPHONE NO.

ESTABLISHMENT INFORMATION:

Memorial Auditorium Performing Arts Center
NAME OF ESTABLISHMENT

714 13th Street
ADDRESS OF ESTABLISHMENT

Worthington MN 56187
CITY STATE ZIP

507-376-9101
TELEPHONE NO. OF ESTABLISHMENT

HAVE YOU EVER APPLIED FOR OR HELD, IN OTHER COMMUNITIES, A LICENSE TO SELL OR PERMIT CONSUMPTION ON THE PREMISES OF BEER OR INTOXICATING LIQUOR? ___ YES X NO

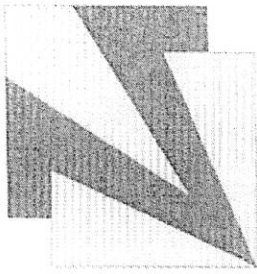
IF YES, WHERE? _____

OFFICE USE ONLY:

APPROVED BY

DATE APPROVED

LICENSE NO.



Malters, Shepherd & Von Holtum

Attorneys at Law

727 Oxford Street
P.O. Box 517
Worthington, Minnesota 56187-0517
Tel. (507) 376-4166
Fax (507) 376-6359
www.mslawoffice.com

June 13, 2017

James E. Malters †

Mark W. Shepherd

David R. Von Holtum
(1956-2009)

Gretchen P. Simonich
Paralegal

Abby Schutte
Paralegal

Ms. Lori Swanson
Minnesota Attorney General
1400 Bremer Tower
445 Minnesota Street
St. Paul, Minnesota 55101

RE: Request for Opinion
Our File No. 30559

Dear Ms. Swanson:

Steve Robinson was hired as the Public Works Director for the City of Worthington in September, 2014. In April, 2015, he was hired for the position of City Administrator. Previously to September, 2014, he was employed as an engineer for Short Elliott Hendrickson, Inc. (SEH). SEH is a private engineering firm headquartered in St. Paul with offices in ten states, primarily in the Midwest. While employed at SEH, Mr. Robinson participated in a 401(k) retirement program offered by the company. The retirement plan allowed Mr. Robinson to acquire shares of stock in SEH. When he left SEH, he was allowed to retain his stock which he continues to hold.

SEH has a long history of contracting with the City of Worthington on various projects over the years before and during Mr. Robinson's tenure. While he worked for SEH, Mr. Robinson was often the local engineer responsible for contracts with the City of Worthington.

The position of Director of Public Works for the City of Worthington has no responsibility for general City projects, and the Director would not have any input or involvement with contracts involving outside engineering firms. Therefore, when Mr. Robinson was initially hired by the City, the issue of Mr. Robinson's continued ownership of SEH was never raised or disclosed. At the time of Mr. Robinson's promotion to City Administrator, there was no discussion as to the stock ownership.

Since September, 2014, SEH has continued to contract with the City of Worthington on various projects as SEH has long been one of several engineering firms with which the City prefers to contract.

Since he became the City Administrator, Mr. Robinson has not selected, recommended or participated in any way with any contract between the City of Worthington and SEH with one exception.

The exception involved a soccer field project. Approximately six years before Mr. Robinson became the City Administrator, SEH had a contract with the City to make plans for creating a soccer field complex in the community. Detailed plans were

† Senior Civil Trial Specialist
Certified by the Minnesota
State Bar Association
• Also admitted in South
Dakota and Iowa

Malters, Shepherd & Von Holtum

Ms. Lori Swanson
Minnesota Attorney General
Page 2
June 13, 2017

created by SEH, but the project was never implemented. After Mr. Robinson became City Administrator, the City Council decided to revisit the project. Mr. Robinson did recommend SEH to the City Council as SEH had developed all of the original plans, and it would have been more costly for the City to switch to another engineering firm.

The conflict of interest issue came to light at the time of the soccer project; and since that time, Mr. Robinson has withdrawn from any involvement as to choosing outside engineering firms. The City Engineer now handles the solicitation of quotes from firms and recommends firms to the City Council.

The City Administrator attends meetings of the City Council but is not a member and does not vote.

Mr. Robinson's personal financial interest in SEH is limited to the shares he continues to own which he acquired and holds in a 401(k) retirement plan.

QUESTION ONE

As City Administrator, is Steve Robinson a "public officer" within the meaning of Minn. Stat. 471.87?

QUESTION TWO

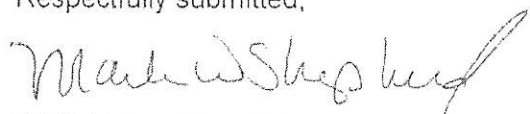
If the scope of Mr. Robinson's position as City Administrator allows him to make recommendations as to contracts with outside engineering firms, does such authorization cause him to have a conflict of interest in violation of Minn. Stat. 471.87, if the City and SEH enter into an engineering contract even if he does not actually participate in the making of the contract?

QUESTION THREE

If the Worthington City Council were to enact a resolution stating that the City Administrator is not authorized to participate in any manner in the making of contracts with SEH, would such an action by the Council allow the City of Worthington to continue to contract with SEH without subjecting Mr. Robinson to potential violation of Minn. Stat. 471.87 so long as he does not actually participate in the making of any contract with SEH?

We look forward to your opinions as to the above questions.

Respectfully submitted,



MARK W. SHEPHERD
Worthington City Attorney

MWS:lj



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

July 25, 2017

SUITE 1800
445 MINNESOTA STREET
ST. PAUL, MN 55101-2134
TELEPHONE: (651) 297-2040

Mr. Mark W. Shepherd
Malters, Shepherd & Von Holtum
727 Oxford Street
P.O. Box 517
Worthington, MN 56187

Re: Attorney General Opinion Request

Dear Mr. Shepherd:

I thank you for your correspondence dated June 13, 2017.

You state that the Worthington City Administrator is a former employee of an engineering firm that frequently contracts with the City. While employed by the firm, the Administrator participated in a retirement program that allowed him to purchase shares of the company's stock, which he continues to hold.

Although the City Administrator is not a member of City Council and does not vote, you indicate that he attends City Council meetings. You note that the Administrator once recommended to City Council that it choose the engineering firm for a development project, without first disclosing to the Council that he is a shareholder of the firm. When the Administrator's conflict of interest with the engineering firm came to light, he withdrew from any future involvement in choosing engineering firms.

You ask whether the City Administrator is a "public officer" within the meaning of Minn. Stat. § 471.87. You also ask whether the Administrator can avoid a conflict under § 471.87 if he does not participate in the making of contracts involving the engineering firm, or if the City passes a resolution prohibiting him from participating in contracts involving the firm.

This Office generally does not issue opinions on fact-dependent or hypothetical questions. Op. Atty. Gen. 629a (May 9, 1975) (enclosed). Whether a conflict of interest exists is a question of fact for the governing body to resolve in the first instance. Notwithstanding the above limitations, I can offer the following comments, which I hope you will find helpful.

You first ask whether Worthington's City Administrator is a "public officer" within the meaning of Minn. Stat. § 471.87. It provides:

Except as authorized in section 123B.195 or 471.88, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in

official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Every public officer who violates this provision is guilty of a gross misdemeanor.

(2015).

The statute does define the term “public officer,” and I could locate no authority addressing whether a city administrator is a public officer for the purposes of § 471.87.¹ In deciding whether the City Administrator ought to be considered a “public officer” under § 471.87, the City may find the analysis of incompatible offices instructive.² The answer to the question of whether two offices are incompatible sometimes hinges on whether a person is a “public employee” or “public officer.”

In *McCutcheon v. City of Saint Paul*, 216 N.W.2d 137 (Minn. 1974), the Minnesota Supreme Court noted that the meaning of the terms “office” and “officer” varied greatly depending on context. *Id.* at 446. It concluded that a person holds an “office” when he has “independent authority under law, either alone or with others of equal authority, to determine public policy or to make a final decision not subject to the supervisory approval or disapproval of another.” *Id.* at 447. Turning to the record before it, the court determined that the police officers at issue were public employees, rather than public officers. *Id.* at 447-48. In so holding, the court attached significance to the fact the police officers’ duties were prescribed by others and performed at the discretion of superiors. *Id.* at 448.

The City may also look to other statutes’ definitions of the term “public officer.” Courts often look to other statutes when determining the meaning of an undefined word or phrase.³ For example, Minn. Stat. § 609.43 prohibits a public officer or employee from doing an act while knowing that it is in excess of lawful authority. The statute defines “public officer” as:

¹ Although the City of Worthington is a home-rule charter city, I note that “city administrator” is a “city administrative official” under Minnesota law governing statutory cities. Minn. Stat. § 412.271, subd. 7 (2015).

² Minnesota law prohibits public officials from holding certain combinations of public offices. *See, e.g.*, Minn. Const. art IV, § V (state legislator incompatible with any other federal or state office except postmaster or notary public); Minn. Stat. § 273.061 (describing city assessor incompatibility); Minn. Stat. § 481.17 (city attorney incompatibility).

³ *See, e.g.*, *County of Dakota v. Cameron*, 839 N.W.2d 700, 707 (Minn. 2013) (finding general support for the court’s interpretation of “community” in other statutes’ definitions of that term); *Dayton Hudson Corp. v. Johnson*, 528 N.W.2d 260, 262 (Minn. Ct. App. 1995) (adopting the definition of “person” in other statutes to determine the meaning of that term in a particular context).

(a) an executive or administrative officer of the state or of a county, municipality or other subdivision or agency of the state; [or]

...

(f) any other person exercising the functions of a public officer.

Minn. Stat. § 609.415 (2015). The term “lawful authority” is determined by state statutes that define or describe a public official’s authority. *State v. Serstock*, 402 N.W.2d 514, 517 (Minn. 1987). As such, this Office has previously opined that a public officer who knowingly violates § 471.87 may be subject to the criminal sanctions found in § 609.415. Op. Atty. Gen. 90a-1 (April 22, 1971) (enclosed).

You also ask whether the Administrator can avoid a conflict under § 471.87 if he does not participate in the making of contract involving the engineering firm, or if the City passes a resolution prohibiting him from participating in making such contracts. As noted above, this Office does not issue opinions on hypothetical questions. Op. Atty. Gen. 629a (May 9, 1975). It should be noted, however, that the Office has interpreted the phrase “making a contract” to include not only voting, but also participating in contract discussions and deliberations. Op. Atty. Gen. 90e-6 (June 15, 1988) (quoting *Millbrae Ass’n for Residential Survival v. City of Millbrae*, 262 Cal. App. 2d 222, 236-37 (Cal. Ct. App. 1968)) (enclosed). Should the City ultimately determine that the City Administrator is a “public officer” within the meaning of § 471.87, the Administrator’s participation in City Council discussions regarding the selection of an engineering firm may fall within the statute’s ambit.

Finally, the City may wish to consider the common law approach to determining whether a public official should be disqualified from participating in proceedings in a decision-making capacity. In *Lenz v. Coon Creek Watershed District*, 153 N.W. 2d 209 (Minn. 1967), the court explained:

The purpose behind the creation of a rule which would disqualify public officials from participating in proceedings in a decision-making capacity when they have a direct interest in its outcome is to insure that their decision will not be an arbitrary reflection of their own selfish interests. There is no settled general rule as to whether such an interest will disqualify an official. Each case must be decided on the basis of the particular facts present.

Id. at 219 (emphasis added). The *Lenz* court established a five-factor test used in determining when a public official will be disqualified from participating in proceedings in a decision-making capacity: (1) The nature of the decision being made; (2) the nature of the pecuniary interest; (3) the number of officials making the decision who are interested; (4) the need, if any, to have interested persons make the decision; and (5) the other means available, if any, such as the

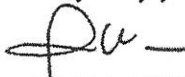
Mr. Mark W. Shepherd
Malters, Shepherd & Von Holtum
July 25, 2017
Page 4

opportunity for review, that serve to insure that the officials will not act arbitrarily to further their selfish interests. *Id.*

The court determined that, although the officials who owned land in the district benefited from the official action, they were not *per se* disqualified from voting. *Id.* at 220. The court gave weight to the fact that procedural safeguards were available to members of the public who might challenge the officials' decisions. *Id.*; see also *Traverse County v. Lewis*, 234 N.W.2d 815, 819 (1975) (discussing the *Lenz* facts that weighed in favor of holding that the officials were not *per se* disqualified from voting).

Although *Lenz* involved public officials voting on a non-contractual matter, the City may nevertheless consider the five-factor test in determining whether its City Administrator should withdraw from deliberations involving selection of engineering firms. If the City so chooses, it may wish to focus particularly on whether procedural safeguards are available to members of the public who wish to challenge the Administrator's recommendations or City Council decisions that adopt them.

Very truly yours,



IAN M. WELSH
Assistant Attorney General

(651) 757-1018 (Voice)
(651) 297-1235 (Fax)

Enclosures: Op. Atty. Gen. 90a-1 (April 22, 1971)
Op. Atty. Gen. 629a (May 9, 1975)
Op. Atty. Gen. 90e-6 (June 15, 1988)

PUBLIC SAFETY MEMO

DATE: AUGUST 10, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. CONSIDERATION OF EXECUTION OF A CONTRACT FOR RANGE LEASE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND MN WEST COMMUNITY AND TECHNICAL COLLEGE

The Worthington Police Department and MN West Community and Technical College have worked in partnership with MN West's law enforcement program since its inception. As part of that partnership, the college has leased the WPD Pistol Range and also utilized WPD personnel as adjunct instructors.

MN West has requested to lease the pistol range for the 2017-2018 school year for an agreed upon amount of \$1,000. A range lease agreement (*Exhibit 1*) has been drafted based on previous contracts between WPD and MN West.

The contract has been reviewed and approved by City Attorney Mark Shepherd.

Staff is requesting Council action authorizing the Public Safety Director to sign the contract, executing the agreement shown in *Exhibit 1*.

CASE ITEM

1. LIFESAVING AWARD

On June 23, 2017, a juvenile male was swimming near the Beach Nook and unintentionally drifted far from shore on a tube. He attempted to paddle back toward shore but slipped off and became separated from the tube due to the wind and rough water. As he struggled to stay afloat and keep his head above water he screamed for help. Nearby resident Mike Harlow heard the screams and responded. Harlow grabbed his kayak and a life jacket and paddled about 200 yards into Lake Okabena to the rescue of the male. Harlow provided him with a life jacket and pulled him back to shore.

The actions of Mike Harlow were heroic, lifesaving and an outstanding civic contribution to the City of Worthington. The Worthington Police Department and the City of Worthington sincerely appreciate his actions and would like to congratulate him with a Civilian Lifesaving Award.

RANGE LEASE AGREEMENT

This agreement is made and entered into between the City of Worthington MN and Board of Trustees of the Minnesota State Colleges and Universities on behalf of MN West Community and Technical College (Lessee). The parties agree to the following:

1. **5fYU.** Worthington Police Firearms Range
2. **8 UYg'UbX'<ci fg'cZI gY.** Lessee may use the range as follows:

Enter dates here: During the 2017-2018 School year.

Lessee will have exclusive use of the range during this period on dates scheduled with the Worthington Police Department.

3. **I gY.** Lessee may only use the range for the purpose of firearms training.
4. **DYfgcbbY.** Lessee will insure qualified personnel are both in attendance and supervising the event.
5. **7 cbX]hcb'cZDfYa]gYg.** Lessee will accept the condition of the range as it exists on the dates of use. Lessee acknowledges the range is private property and subject to a conditional use permit governing range operations. Lessee agrees to abide by this conditional use permit and is solely responsible for any violations thereof.
6. **≠XYa b]miUbX'<c`X'<Ufa `Ygg.** Lessee agrees to be responsible for its own acts and behavior and the results thereof. Lessee's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.
7. **≠bgi fUbWY.** Lessee will provide proof of a public liability insurance policy with the City of Worthington as a named insured in order to protect the City of Worthington and Lessee. The policy must be issued by an insurance company authorized to do business in the State of Minnesota and properly licensed in same. Liability coverage must be at least \$1,000,000 per occurrence. Property damage coverage must be at least \$100,000 or the maximum amount required by Minnesota State law. Proof of insurance will be provided prior to the use of the leased area. The City of Worthington must be listed as an additional insured in the insurance policy.
8. **BcbX]gW]a]bU]cb.** Lessee warrants that no person will be denied use of the range based on race, color, sex, national origin, or marital status.
9. **≠hY[fU]cb.** This agreement is fully integrated, embodying the entire agreement between the parties.

10. **8 Yvf]g.** Lessee shall remove any debris or litter from the range after its intended use is ended as well as any items placed in the range.

11. **7 cbg]XYfU]cb.** Lessee shall pay the sum of \$1,000.00 for the use of the range under the guidelines set forth in this agreement. Payment and proof of insurance must be received prior to use of the range.

Dated this _____ day of _____, 2017.

By: _____

City of Worthington

By: _____

MN West Community and Technical College

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co qwpv'qh'835.222020""

AGREEMENT FOR PROFESSIONAL SERVICES

Project: Farmers Market Master Plan

Stockwell Project No.: 17186

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 7th day of August, 2017, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF WORTHINGTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Worthington

Address: P.O. Box 279 • Worthington, MN 56187

Phone No. (507) 372-8622

Fax No. (507) 372-8630

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated August 7, 2017. In general, the Project consists of the development of a master plan for the Farmers Market area at the South corner of 10th Street and 2nd Avenue. (the "Project").

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Lump sum \$7,000.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

STOCKWELL ENGINEERS, INC.

Signed: _____

Name (printed): Jon Brown, P.E.

Title: President

Date: _____



August 7, 2017

Mr. Steve Robinson
City of Worthington
303 Ninth Street
P.O. Box 279
Worthington, MN 56187

BY EMAIL ONLY
srobinson@ci.worthington.mn.us

Re: Proposal for Professional Services
Farmers Market Master Plan

Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for Farmers Market Master Plan (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". **City of Worthington** is referred to as the "Client."

1.0 Project Description

- 1.1 In general, the Project consists of the development of a master plan for the Farmers Market area at the South corner of 10th Street and 2nd Avenue. (the "Project").

2.0 Schematic Design

- 2.1 Conduct kick-off meeting with client and client selected stakeholders to gather existing conditions feedback and desires for potential improvements.
 - 2.1.1 Client shall select and notify stakeholders of meeting.
- 2.2 Review all background information made available to Stockwell by Client.
 - 2.2.1 Property lines in CAD format.
 - 2.2.2 High resolution aerial (if available).
- 2.3 Provide internal Project management and quality control.
- 2.4 Layout 2 schematic plans based on parameters established by Client.
 - 2.4.1 Site geometrics.
 - 2.4.2 Landscaping
 - 2.4.3 Paving pattern
 - 2.4.4 Restroom/Shelter locations
 - 2.4.5 Screening elements
 - 2.4.6 Stage
- 2.5 Prepare preliminary opinion of estimated construction costs for the Project.
- 2.6 Submit to Client for review and approval three copies of the schematic plan including preliminary Engineer's Estimate. An electronic copy of the plan will be provided, if requested.
- 2.7 Conduct schematic plan review meeting with Client. Record minutes and distribute a copy to Client.
- 2.8 Address Client's comments to schematic plan submittal and develop final master plan based on approved concept. Update Engineer's Estimate, as necessary.
- 2.9 Provide to Client for review and approval three copies of final master plan including Engineer's Estimate. An electronic copy of the plan will be provided, if requested.
 - 2.9.1 Plan rendering.

2.9.2 Perspective view.

Deliverables: Preliminary opinion of estimated construction costs; schematic plan submittal documents; and master plan documents.

3.0 Stockwell's Additional Services

- 3.1 A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below.
 - 3.1.1 Mounted full size renderings.

4.0 Compensation

- 4.1 Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$7,000.00, excluding sales or excise tax.** Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.
- 4.2 The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time additional compensation for services rendered will exceed the maximum compensation amount, Stockwell and Client agree Stockwell will not perform additional services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

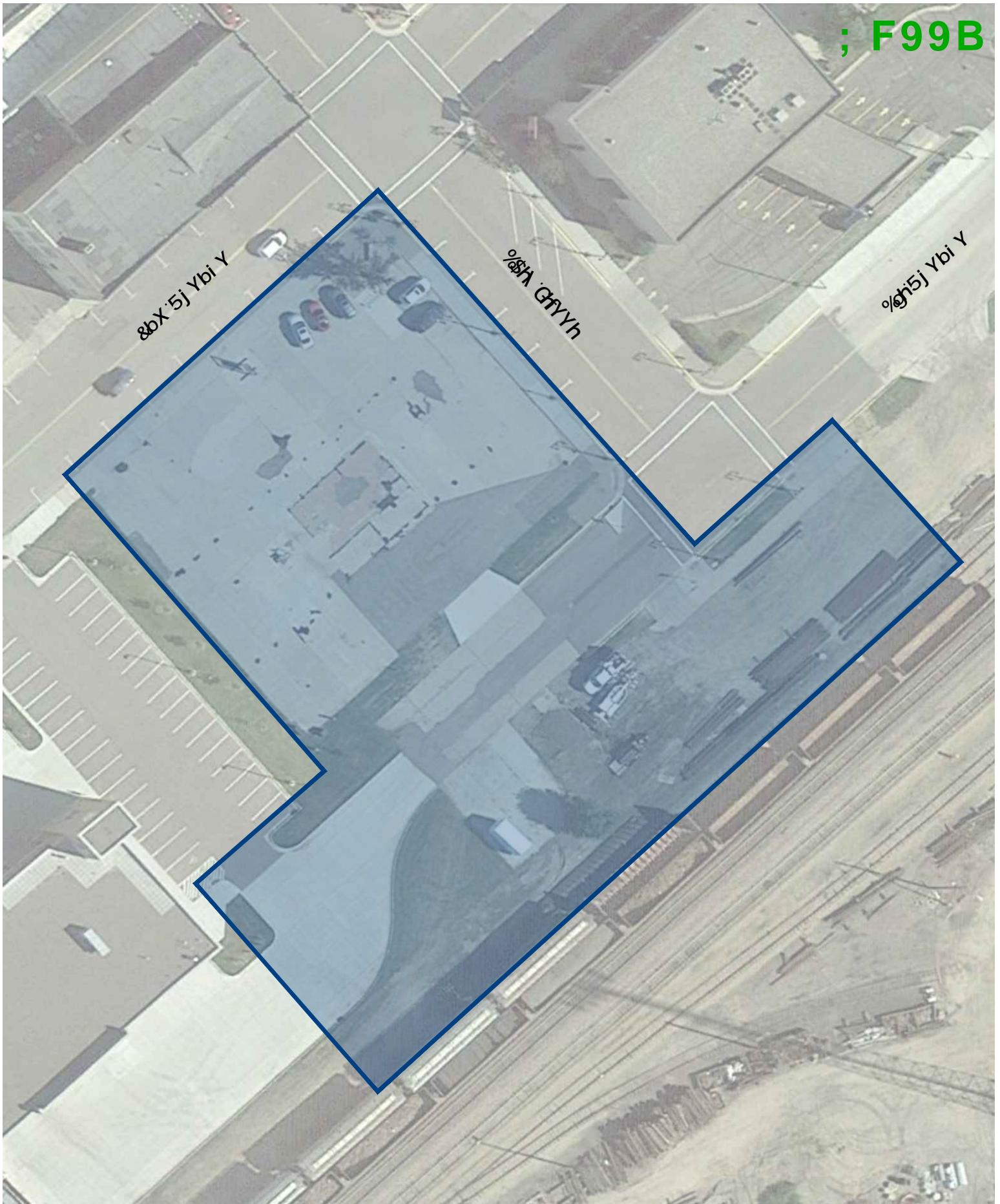
Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President

; F99B



Project Limits
Farmers Market



NTS



08/07/2017 Stockwell No: 17186

City of
Worthington

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0' Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0' Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0' Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0' Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0' Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program 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 Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0' Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0' Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0' Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. To the fullest extent permitted by law, Stockwell will be liable to and must defend, indemnify and hold harmless Client and its, agents, officers, directors, employees, subcontractors and consultants from and against claims, losses, damages, expenses, penalties, costs, and other liabilities, including reasonable attorneys' fees and court costs, arising out of or resulting from the negligent performance of the professional services rendered by Stockwell or any of its consultants pursuant to this Agreement or as a result of a breach of this Agreement.

1.3 Hazardous Materials - Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs), arising out of the Project or this Agreement.

2.0 Documents.

2.1 Ownership of Work Product and Proprietary Information. The written plans and specifications prepared under this Agreement will become the property of Client only upon completion of the Services and payment in full of all monies due Stockwell. Client may not reuse or make any modifications to the plans and specifications without Stockwell's prior written authorization. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Stockwell's work product by Client or any person that acquires or obtains the plans and specifications from or through Client without Stockwell's written authorization.

Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property. Stockwell's liability to Client for any errors or omissions of

computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or updates as needed. STOCKWELL MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, WITH RESPECT TO COMPUTER PROGRAMS, SOFTWARE PRODUCTS, RELATED DATA, TECHNICAL INFORMATION, OR TECHNICAL ASSISTANCE PROVIDED BY STOCKWELL UNDER THIS AGREEMENT.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination or Abandonment.** If any portion of the Services or Project is terminated or abandoned by Client, the provisions of this Section 8.0 in regard to compensation and payment will apply insofar as possible to that portion of the Services not terminated or abandoned. If termination occurs prior to completion of any phase of the Project, the fee for Services performed during the phase will be based on Stockwell's reasonable estimate of the portion of the phase completed prior to termination, plus a reasonable amount to reimburse Stockwell for termination costs.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may

terminate this Agreement and proceed with any or all remedies provided under applicable law.

9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.

9.3 Attorneys' Fees. The party not in default will be entitled to reimbursement of any attorneys' fees and expenses incurred due to the default and with respect to the enforcement of remedies.

- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

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Project: Centennial Park Beach
Bathhouse Concept Plan

Stockwell Project No.: 17185

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 10th day of August, 2017, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF WORTHINGTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Worthington

Address: P.O. Box 279 • Worthington, MN 56187

Phone No. (507) 372-8622

Fax No. (507) 372-8630

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated August 10, 2017. In general, the Project consists of the development of a concept plan for the Centennial Park Beach Bathhouse. (the "Project").

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Lump sum \$6,000.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

STOCKWELL ENGINEERS, INC.

Signed: _____

Name (printed): Jon Brown, P.E.

Title: President

Date: _____

August 10, 2017

Mr. Steve Robinson
City of Worthington
303 Ninth Street
P.O. Box 279
Worthington, MN 56187

BY EMAIL ONLY
srobinson@ci.worthington.mn.us

Re: Proposal for Professional Services
Centennial Park Beach Bathhouse Concept Plan

Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for Centennial Park Beach Bathhouse Concept Plan (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". **City of Worthington** is referred to as the "Client."

1.0 Project Description

- 1.1 In general, the Project consists of the development of a concept plan for the Centennial Park beach bathhouse. (the "Project").

2.0 Schematic Design

- 2.1 Conduct kick-off meeting with client and client selected stakeholders to gather existing conditions feedback and desires for potential improvements.
 - 2.1.1 Client shall select and notify stakeholders of meeting.
- 2.2 Review all background information made available to Stockwell by Client.
 - 2.2.1 Property lines in CAD format.
 - 2.2.2 High resolution aerial (if available).
- 2.3 Provide internal Project management and quality control.
- 2.4 Layout schematic plan based on parameters established by Client.
 - 2.4.1 Sidewalk geometrics.
 - 2.4.2 Building floor plan (by sub-consultant).
- 2.5 Prepare preliminary opinion of estimated construction costs for the Project.
- 2.6 Submit to Client for review and approval three copies of the schematic plan including preliminary Engineer's Estimate. An electronic copy of the plan will be provided, if requested.
- 2.7 Conduct schematic plan review meeting with Client. Record minutes and distribute a copy to Client.
- 2.8 Address Client's comments to schematic plan submittal and develop final master plan based on approved concept. Update Engineer's Estimate, as necessary.
- 2.9 Provide to Client for review and approval three copies of final master plan including Engineer's Estimate. An electronic copy of the plan will be provided, if requested.
 - 2.9.1 Plan rendering.
 - 2.9.2 Perspective view.

Deliverables: Preliminary opinion of estimated construction costs; schematic plan submittal documents; and master plan documents.

3.0' Stockwell's Additional Services

- 3.1 A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below.
 - 3.1.1 Mounted full size renderings.

4.0' Compensation

- 4.1 Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$6,000.00, excluding sales or excise tax.** Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.
- 4.2 The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time additional compensation for services rendered will exceed the maximum compensation amount, Stockwell and Client agree Stockwell will not perform additional services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President

; F99B

Centennial
Park

Tower Street



Lake
Okabena

Project Limits
Beach Bathhouse



NTS

STOCKWELL

08/07/2017 Stockwell No: 17186

City of
Worthington

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program 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 Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

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Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property. Stockwell's liability to Client for any errors or omissions of

computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or updates as needed. STOCKWELL MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, WITH RESPECT TO COMPUTER PROGRAMS, SOFTWARE PRODUCTS, RELATED DATA, TECHNICAL INFORMATION, OR TECHNICAL ASSISTANCE PROVIDED BY STOCKWELL UNDER THIS AGREEMENT.

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- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

ENGINEERING MEMO

DATE: AUGUST 10, 2017
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. SUPPLEMENTAL AGREEMENT NO. 1 TO MCMILLAN STREET AND RYAN'S ROAD STREET IMPROVEMENTS CONTRACT

The McMillan Street and Ryan's Road Street Improvements project includes modifying the existing signal system at McMillan Street and Oxford Street. Although the primary signal modifications are updating for ADA compliance (pedestrian signal heads revised to have count down timers, and push buttons updated to be ADA compliant audible buttons) and inclusion of left turn flashing yellow arrows, the signal improvements also included replacing the existing loop detectors (located in the pavement) with more reliable loops. Utilizing video technology rather than in-pavement loops was evaluated during the preliminary design phase of the project. The advantageous and disadvantageous of each tended to weigh equally however, replacing the loops was selected as the alternative to pursue. The loop replacement was estimated to be about \$3,500 less than the video option.

The positives of video detection include being able to maintain and keep detection available when roads are under construction or lanes are closed to traffic and flexibility to be able to place detection wherever the camera reaches at any time to address observed traffic patterns. The negatives of video detection include greater maintenance needed (lens cleaning, periodic re-aiming of the cameras, and some programming or trouble-shooting as cameras fluctuate periodically) and wind concerns. The signal at Ryan's Road and TH 59 currently utilizes video detection.

During the preconstruction meeting the signal sub-contractor identified additional concerns in regard to installing the loop detectors. It was agreed that the additional concerns regarding pavement panel damage and the timing of traffic control during construction warranted reconsideration of the video system. The sub-contractor has proposed installing the video detection system in lieu of installing the loops at no change in cost. The proposed supplemental agreement in Exhibit 1 was developed to delete the loop replacement and install the video detection system at no change in contract price.

Staff recommends that Council authorize the execution of the supplemental agreement in Exhibit 1.

CASE ITEMS**1. FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT**

At its June 26, 2017 meeting, Council awarded a contract to Fahrner Asphalt Sealing for the Runways 11/29 and 18/36 Rehabilitation Project at the Municipal Airport subject to receipt of a Federal Aviation Administration (FAA) grant. The grant offer has been received and the proposed grant agreement is included as Exhibit 2. The standard FAA grant agreement includes a current set of assurances that the City is agreeing to by accepting the grant. These assurances cover multiple requirements including, but not limited to, adhering to standards for construction, protecting civil rights, and satisfying procurement procedures. Commitments that continue include maintaining and operating the airport in accordance with FAA and other standards, preserving the City's right to use all current airport property for airport purposes, ensuring the airport is available for its intended use and continued adherence to federal requirements such as non discrimination and protection of human rights.

Staff recommends that Council authorize the Mayor and Clerk to execute the agreement and related certifications.

Project Cost Summary Based on Grant Agreement

	<u>Current Estimate</u>	<u>2017 Budget</u>
Total Project Cost:	\$871,529	\$978,300
Total FAA Share (90%):	\$784,376	\$880,470
Total State Share (5%): ¹	\$43,576	\$48,915
Total Local Share (5%):	\$43,577	\$48,915

¹ Supplemental funding expected per separate MnDOT grant agreement. State grant agreements are developed subsequent to the City's execution and return of the FAA grant agreement.

2. GRANT EASEMENT FOR LEWIS AND CLARK WATER PROJECT

At its December 12, 2016 meeting, Council authorized granting a pipeline easement to Lewis and Clark Rural Water System, Inc.. At that time it was noted that an additional easement will be needed by Lewis and Clark for construction of a meter building. Exhibit 3 is the proposed meter building and access easement. The proposed meter house and access easement as well as the existing pipeline easement is shown below.



The Water and Light Commission took action at its August 7, 2016 meeting to recommend that Council authorize execution of the easement as presented in Exhibit 2.

3. WEST GATEWAY DRIVE AREA SEWER AND WATER EXTENSIONS

Petition for Improvement

The City has received a petition for extension of sanitary sewer along West Gateway Drive south of Flower Lane and the petition for extension of water main from South Lake Street to West Gateway Drive and along West Gateway Drive. The petitions are included in Exhibit 4. Neither petition as executed to date may be declared adequate because the property owner represented on the petition does not own over 35% of the property abutting on either of the proposed improvements. Whereas the City does have the frontage on each improvements necessary to increase the property represented on a petition abutting the improvement to over 35% and in consideration that the City does intend to have the southerly portion of the dredge site property developed, Council may find it appropriate to be part of the petition. Alternately, Council could pursue the requested improvements as Council initiated. The vote required to order the improvement without an adequate petition is increased to 4/5 rather than simple majority.

Engineering Memo - August 10, 2017

Page 4

Project Engineer

As previously discussed with Council, it is proposed that the consulting firm utilized by the developer be designated as the engineer for the proposed sewer and water extension project. Staff solicited the proposal included in Exhibit 4 from Design Tree Engineering, Inc. The proposed contract with Design Tree Engineering is also included in Exhibit 4. The fees are proposed as not to exceed fees with a not to exceed amount of \$42,000. Staff has reviewed the proposal and the City Attorney has reviewed the proposed contract.

Recommendations

Staff recommends that:

- > Council authorize execution of the petition included in Exhibit 4 by the Mayor and Clerk.
- > Council pass the two resolutions in Exhibit 4 Declaring Adequacy of Petition and Ordering Preparation of Feasibility Report on Proposed Improvement. This option is subject to City being included in the petition as noted above. Alternately two resolutions Ordering Preparation of Feasibility Report on Proposed Improvement could be passed.
- > Council authorize execution of the agreement with Design Tree Engineering included in Exhibit 4. Financing of the engineering services will need to be temporarily from Construction Fund (401) reserves as is typical for assessable improvements. Assuming an improvement project is ordered ahead, the professional services costs will be included in the total project financing.



STATE AID FOR LOCAL TRANSPORTATION
SUPPLEMENTAL AGREEMENT

SAP 177-103-007	MN Proj. No. -	SA No.	1
Project Location: Oxford Street at McMillan Street, Worthington, MN			
Local Agency: City of Worthington		Local Project No.: none	
Contractor: Duininck, Inc.		Contract No.:	
Address/City/State/Zip: 408 6 th Street, Prinsburg, MN, 56281			
Total Supplemental Agreement Amount \$		\$0.00	

This contract is between the City of Worthington and the Contractor as follows:

WHEREAS: This Contract provides for, among other things, construction of improvements to McMillan Street (MSAS 103) and revisions to the existing signal system at the intersection of McMillan Street and Oxford Street; and

WHEREAS: The plans originally called for the revised signal system to include and utilize new in-pavement PVC loop detectors to replace aged saw-cut loop detectors in both new bituminous and existing concrete pavements (excluding existing PVC loop detectors in in-place bituminous pavement for the westbound Oxford Street approach). However, given concerns about installing new PVC loop detectors in existing concrete pavement sections for the northbound and eastbound approaches as well as for the southbound stop bar area, the City approved for the Contractor to instead provide, install and make operational a new video detection system facing all intersection approaches.

WHEREAS: As part of this work, all new 6-foot x 6-foot PVC loop detectors (22 total), a new 2/c#14 cable from the signal controller cabinet to handhole 7 on the northwest corner of the intersection, and all in-cabinet loop detector amplifier cards will be eliminated from the project. Existing 2/c#14 cables that were to be used for each new in-pavement loop detector installation will instead be disconnected in each handhole and in the controller cabinet as noted in the Plans, with these cables capped in each handhole and in the controller cabinet for future use.

WHEREAS: The Contractor will provide, install, and make operational all required materials and labor needed for a new fully operational video detection system (Iteris RZ-4 Advanced WDR video detection system) including but not limited to the following: cabinet phase selector card, cabinet panels and connectors, color monitor, wireless mouse, manufacturer approved cables and conductors from the controller cabinet to each mast arm mounted video detector camera, mast arm hubs, mast arm bracketing and mounting hardware, 4 video detection cameras, aiming and securing video detectors, programming of video detection system in controller cabinet, all required software and training for City staff to use this software and video detection system, and any other items and labor needed to make the complete video detection system operational. Video cameras shall be located on the traffic signal mast arms at the locations noted in the Plans, using either existing hubs or mid-mounts for camera locating and cable installation or new Contractor provided mast arm hubs.



STATE AID FOR LOCAL TRANSPORTATION
SUPPLEMENTAL AGREEMENT

BLUE

Rev. July 2014

WHEREAS: The Contractor will provide the new complete video vehicle detection system for this signal system in-place of all work required to complete in-pavement PVC loop detector installations, all at no additional cost to the City.

WHEREAS: The Engineer has further determined that this constitutes a changed condition for the project.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The City of Worthington, through their consultant, SEH, will be responsible for coordinating all work completed by the Contractor as part of the complete project.
2. The Contractor will complete all work noted above in accordance with the attached plan revisions and product specifications, and all work will be reviewed and approved by the Engineer
3. No additional payment will be made to the Contractor for providing, installing, and making operational the complete video vehicle detection system in place of the in-pavement PVC loop detector installation work.
4. Contract time will not be required to be modified due to this change.
5. This Supplemental Agreement No. 1 covers the known and anticipated costs attributable to the work covered by this Supplemental Agreement. If Contractor incurs unknown and unanticipated additional work that affects costs or impact the critical path, any adjustments to the contract shall be in accordance with MnDOT 1402.

Net Change this Agreement: +\$0.00

Approved by Project Engineer: _____ Date: _____
Print Name: Scott LaVoy, P.E. _____ Phone: _____

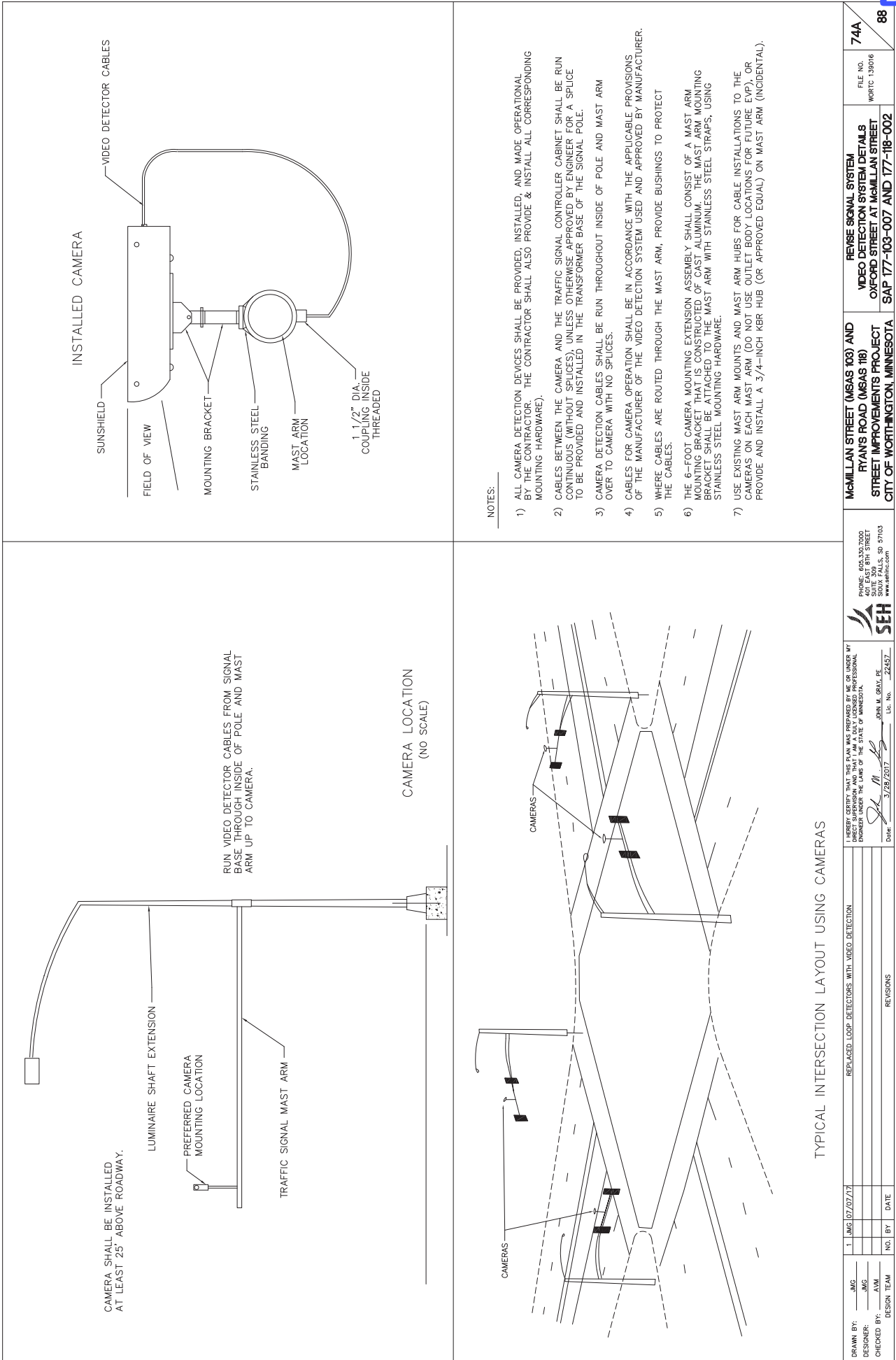
Approved by City of Worthington _____ Date: _____
Print Name: Mike Kuhle, Mayor. _____

Approved by Contractor: _____ Date: _____
Print Name: _____ Phone: _____


DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ Date: _____



TYPICAL INTERSECTION LAYOUT USING CAMERAS

DRAWN BY: JMG		1	JMG	07/07/17	REPLACED LOOP DETECTORS WITH VIDEO DETECTION	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		 PHONE: 650.330.7000 401 EAST 8TH STREET SUITE 200 ST. LOUIS, MO 63103 www.sehinc.com		MCAMILLAN STREET (MSAS 103) AND RYAN'S ROAD (MSAS 118) STREET IMPROVEMENTS PROJECT CITY OF WORTHINGTON, MINNESOTA		REVISE SIGNAL SYSTEM VIDEO DETECTION SYSTEM DETAILS OXFORD STREET AT MCAMILLAN STREET SAP 177-103-007 AND 177-118-002		FILE NO. WORTC 130016	74A	
DESIGNER: JMG																88
CHECKED BY: JMG																
DESIGN TEAM																
NO. BY																
DATE																
REVISIONS																
Date:																
Lic. No.																
JOHN M. GRAY, PE																
3/28/2017																
22457																

RZ-4 Advanced™ WDR

Advanced video detection enhanced with wide dynamic range technology

Benefits of the RZ-4 Advanced WDR



Specifically designed for vehicle and bicycle detection applications



Detects vehicles in any lighting and weather conditions.



Cable termination located at the rear of the camera simplifies cable connection



The industry's most advanced video detection camera

The RZ-4 Advanced WDR (RZ-4A WDR) is Iteris' premium video detection camera. Optimized for traffic video detection, the RZ-4A WDR combines Iteris' best-in-class all-weather performance video detection with Wide Dynamic Range (WDR) technology – using the advanced imager technology to handle extremes in light, dark, and severe glare conditions. In harsh backlit conditions, vehicles can be detected with >100dB of dynamic range; the camera can handle the most complicated scene. The RZ-4A WDR's simple installation, backward compatibility, and the capability to adjust the camera from the cabinet provides an advanced, easy-to-use solution for video vehicle detection.

The RZ-4A WDR detects vehicles in any lighting and weather conditions. In contrast to other CCTV type or thermal imaging cameras, the RZ-4A WDR delivers a video signal that is optimized for processing by the Vantage® video detection systems.

Easy to install and maintain

The RZ-4A WDR camera also has the capability to set up the field of view (FOV) from the bucket truck or from the ground at the cabinet.

RZ-4 Advanced™ WDR

Advanced video detection
enhanced with wide
dynamic range technology

More Benefits

- Improved color and clarity of the video image, ideal for connection to a Vantage EdgeConnect™
- Quick-Click connectors and adjustable camera mount streamline installation and minimize setup time - no crimping tools required!
- Set up and configure at the camera or from the ground using the Advanced Lens Adjustment Module (sold separately)
- Performs in the most challenging lighting conditions
- Advanced heater enables optimal video detection performance in adverse weather conditions
- Advanced self-cleaning lens ensures lower camera maintenance.

SPECIFICATIONS

Imager	8M x 508 effective pixels 540 TV lines minimum Automatic white balance >50 dB S/N ratio Dynamic range >100 dB .003 lux capable 3D-DNR Noise Reduction	Dimensions	17" (43.2cm) long x 5" (12.7cm) diameter (without mounting bracket)
Lens	Focal length and focus adjustable at the rear of housing for a horizontal field of view ranging from 2.5° tele to 48° wide Up to 24x zoom	Weight	5.7 pounds (2.6 Kg), including camera, lens, sunshield, and mounting bracket
Focus	Adjustable/auto focus	Op. Temperature	-31° F to +165° F (-35° C to +74° C)
Connections	Terminal block type connection	Humidity	0% to 100%
		Vibration	0.5G, 3 axes, 5-30 Hz
		Shock	10G in all 3 axes
		Power	115/230 VAC (5W typical, 25W max.) 50/60 Hz
		Heater	Indium Tin Oxide, proportional power
		Warranty	3 years limited warranty



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iteris®



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 26, 2017
Airport/Planning Area	Worthington Municipal Airport
AIP Grant Number	3-27-0116-015-2017
DUNS Number	07-762-6588
TO:	City of Worthington (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the Worthington Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Worthington Municipal Airport (herein called the "Project") consisting of the following:

**Rehabilitate Runway 11/29 (slurry seal approximately 5,500' x 100'); rehabilitate
Runway 18/36 (slurry seal approximately 4,200' x 75');**

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$784,376**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$784,376 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or **before August 22, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 18, 2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
- 24. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

3 - 27 - 0116 - 015 - 2017

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

E. Lindsay Butler
(Typed Name)

Assistant Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

1

City of Worthington

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

METER BUILDING AND ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of _____, 2017, between the City of Worthington (“Grantor”), P.O. Box 279, Worthington, Minnesota, 56187; and Lewis and Clark Rural Water System, Inc., d/b/a Lewis & Clark Regional Water System, a South Dakota nonprofit corporation (“Grantee” or “LCRWS”), 46986 Monty Street, Tea, South Dakota 57064.

Grantor and Grantee agree as follows:

1. Grant of Easements. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to LCRWS the permanent easements as described in Paragraph 2 below, in, on, through and under the real property legally described on the Certificate of Survey attached hereto as Exhibit A and incorporated herein by this reference (the “Easement Parcel”).
2. Description of Permanent Easements. LCRWS is hereby granted permanent easements (i) for the location of a meter house and (ii) for access from such meter house to and from Sherwood Street, Worthington, Minnesota (herein collectively the “Permanent Easements”) with respect to the Easement Parcel. The area covered by the Permanent Easements is shown on Exhibit A. The meter house shall be located on that portion of the Permanent Easements described as “Worthington Meter Building – Tract A” on Exhibit A. The access shall be located on that portion of the Permanent Easements described as “20 Foot Access Easement” on Exhibit A.

The rights, privileges and responsibilities granted to LCRWS with respect to the Easement Parcel are as follows:

- A. The permanent and perpetual right to enter upon the Easement Parcel for the purposes hereinafter set forth provided that the Permanent Easements shall terminate and all rights of LCRWS shall automatically revert back to the then current landowner upon permanent abandonment of the Easement Parcel for the purpose of transporting and metering potable drinking water for the public good.

B. The right to perform archeological surveys, land surveys, conduct soil tests, site preparation and other activities related to preparation for construction.

C. The right to erect, construct, install, inspect, operate, test, repair, maintain, use, rebuild, relocate, remove and replace: (i) a meter house and all associated valves, fittings, pipes, and associated equipment; (ii) communication lines used to operate the Pipeline Facilities; (iii) electric lines for the transmission of electricity to operate the Pipeline Facilities; (iv) other fixtures, equipment, machinery and devices (including, without limitation, cathodic protection equipment and devices and anodes, conduit connecting junction boxes, test sires, stations, rectifier and electrical power service) used or useful in the construction, installation, operation, testing, repair, maintenance, replacement and use of such Pipeline Facilities; and (v) a driveway for purposes of accessing the meter house (such meter house, pipeline, connections, valves, communication lines, electric lines, fixtures, equipment, machinery, devices, and access driveway being herein collectively called the "Pipeline Facilities").

D. LCRWS shall have complete and unhindered ingress and egress to the Easement Parcel at all times.

E. LCRWS shall have the right to cut down, trim, control the growth of or eliminate trees, shrubbery and other plant growth within the Easement Parcel, which LCRWS deems appropriate to properly construct, operate and maintain the Pipeline Facilities and to eliminate present or future hazards to the use thereof.

F. LCRWS shall have the right to erect reasonable signs for the purpose of monumenting the boundaries of the Easement Parcel and the location of the Pipeline Facilities provided that such signage shall be located within existing highway rights of way or within two feet of an above-ground improvement.

G. The rights, privileges and easements granted herein are assignable and may be exercised by LCRWS, its successors and assigns, and its and their respective employees, agents and contractors and any party expressly permitted by LCRWS to exercise such rights, privileges and easements, including, without limitation, any members of LCRWS, and any such party's employees, agents and contractors, provided that any assignment shall be for water transmission and related purposes set forth in this easement and that LCRWS shall not assign its rights to any party that is not utilizing the easement to provide water for the public benefit.

H. The rights, privileges and easements acquired by LCRWS are and shall be subject to easements, reservations and restrictions of record, if any, existing on the date of this easement.

I. This easement shall not restrict the right of the Grantor or Grantor's successors to grant other easements, licenses, rights or interests with respect to the Easement Parcel to other parties provided that such other uses do not materially interfere with the easement rights of LCRWS. Grantor shall advise LCRWS of the proposed grant of other rights and may proceed upon obtaining written consent from LCRWS. Grantor, at Grantor's option, send a written request by certified mail to LCRWS and LCRWS must respond to this request in writing within thirty (30) days of receipt or it shall be deemed to be acceptable by LCRWS. Further, LCRWS

may decline such a request only if the proposal would materially interfere with LCRWS's rights under the Permanent Easements. LCRWS may agree to the proposal subject to reasonable terms and conditions necessary to protect the easement rights and Pipeline Facilities of LCRWS.

3. Requirements of LCRWS.

A. LCRWS will restore the surface of the construction area to its original contour and character as nearly as practicable. LCRWS will employ accepted methods to prevent surface erosion of the construction area. LCRWS will, after the pipeline trench has been backfilled, remove from the Easement Parcel rocks brought to the surface by its operations.

B. Unless otherwise instructed by the Grantor, LCRWS will cause the topsoil to be removed separately during the construction of the pipeline for the full width of the pipe trench to a depth of up to twenty-four (24) inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench. LCRWS shall segregate the topsoil on the Easement Parcel. LCRWS shall exercise due care with respect to the selection of backfill to be used in covering the pipe trench, and other areas affected by construction. LCRWS shall remove all excess backfill materials or, at the request of the Grantor, deposit such excess backfill material elsewhere on the contiguous property of the Grantor.

C. LCRWS will have unrestricted access to the Easement Parcel at all times for purposes of operation, maintenance, or repair of the Pipeline Facilities, without the requirement to provide any notice.

D. LCRWS shall construct, install and operate the Pipeline Facilities or structures in a good and workerlike manner, and in compliance with all applicable governmental laws, ordinances, codes, rules, regulations and requirements.

4. Improvements by Grantor on Easement Parcel. Grantor shall have the right of access over and across the Easement Parcel so long as such use does not materially interfere with the rights, privileges and easements of LCRWS. In the event Grantor proposes to erect or install any structures or other objects, permanent or temporary (collectively, "Improvements"), on the Easement Parcel, or plant any trees or shrubs thereon, Grantor shall advise LCRWS of the proposed Improvement and may proceed upon obtaining written consent from LCRWS. Grantor may, at Grantor's option, send a written request by certified mail of the proposed Improvement to LCRWS and LCRWS must respond to this request in writing within thirty (30) days of receipt of the proposal or it shall be deemed to be acceptable by LCRWS. Further, LCRWS may decline a Grantor's request only if the proposal would materially interfere with its easement rights. LCRWS may agree to the proposal subject to reasonable terms and conditions necessary to protect the easement rights and the Pipeline Facilities of LCRWS. The Grantor may remove or add soil within the Permanent Easements provided that where the removal of soil exceeds more than one foot or the addition of soil exceeds more than four feet, such proposed work must be submitted to and approved by LCRWS in advance, according to the options provided previously in this Section 4, in order to protect the integrity of the design of the pipeline, which approval by LCRWS shall not be unreasonably withheld. Upon completion of initial construction, Grantor shall have the right to plant trees or shrubs within the Easement Parcel beyond 20 feet of either

side of the pipeline without restriction provided the root system does not interfere with Pipeline Facilities.

5. Duration/Easements to Run With the Land/Benefit. Except as otherwise specified, all easements granted herein shall be perpetual in duration. All easements granted herein shall constitute covenants that shall run with the land and that shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective lessees, tenants, heirs, representatives, successors, and assigns.

6. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Minnesota.

7. Notices. Except as provided herein, all notices and demands given or required to be given hereunder shall be in writing and sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. The date of service of such notice or demand shall be the date on which such notice or demand is deposited in the post office or postal mailbox of the United States Post Office Department.

8. Time. Time is of the essence in the performance of the obligations required to be done by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be duly executed as of the date first written above.

GRANTOR:

CITY OF WORTHINGTON

By: _____
Mike Kuhle
Its: Mayor

By _____
Janice Oberloh
Its: Clerk

GRANTEE:

LEWIS AND CLARK RURAL WATER SYSTEM,
INC. D/B/A LEWIS & CLARK REGIONAL
WATER SYSTEM

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF NOBLES)

On this, the _____ day of _____, 2017, before me, the undersigned officer, personally appeared Mike Kuhle, who acknowledged himself to be the Mayor of the City of Worthington, and Janice Oberloh, who acknowledged herself to be the Clerk of the City of Worthington, and that they, as such officers, being authorized to do so, executed the foregoing instrument for purposes therein contained by signing the name of the City of Worthington by themselves as Mayor and Clerk.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public - _____
My Commission Expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of LEWIS AND CLARK RURAL WATER SYSTEM, INC., a corporation, and that he, as such _____, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public - _____
My Commission Expires _____

This Instrument Was Drafted By:
Lewis and Clark Rural Water System, Inc.
Attn: Construction Administrator
46986 Monty Street
Tea, SD, 57064
Telephone: 605-368-2400
605-336-2880

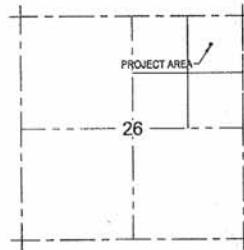
EXHIBIT A

**CERTIFICATE OF SURVEY
IN THE NE1/4, SEC. 26, T. 102 N., R. 40 W.,
CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA**

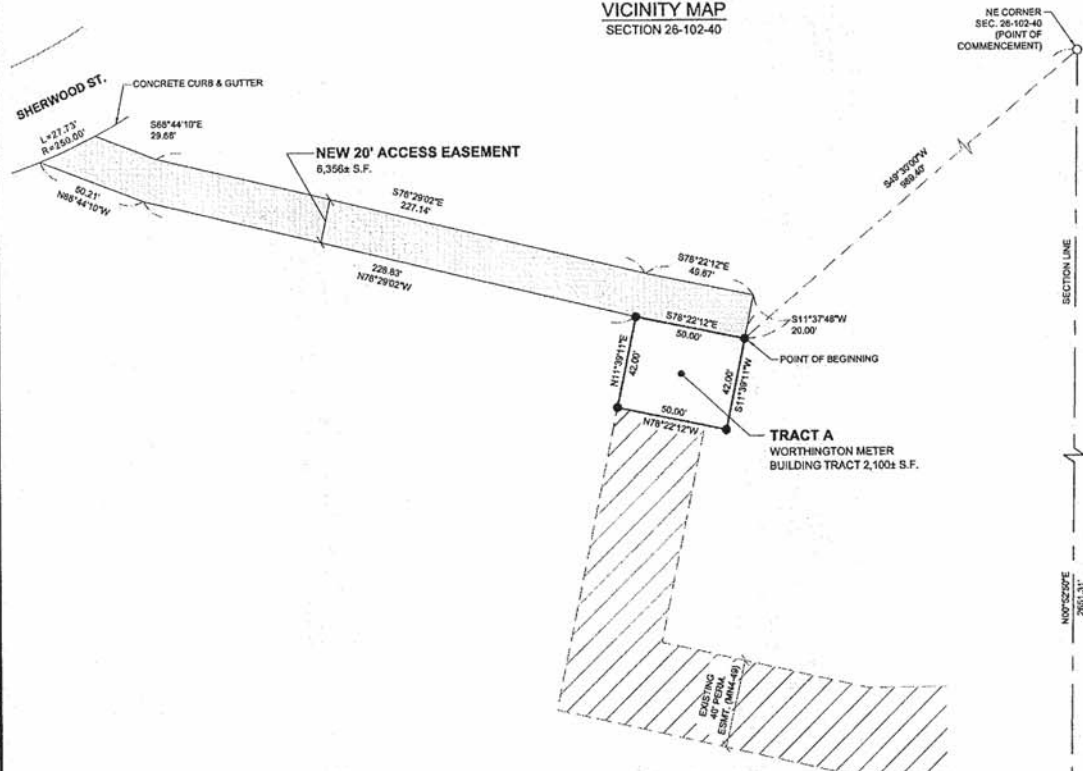


LEGEND

- MONUMENT FOUND
- MONUMENT SET THIS SURVEY
(5/8" REBAR WITH STAMPED
PLASTIC CAP #24606)



VICINITY MAP
SECTION 26-102-40



WORTHINGTON METER BUILDING - TRACT A - LEGAL DESCRIPTION

THAT PART OF THE NE1/4, SECTION 26, TOWNSHIP 102 NORTH, RANGE 40 WEST OF THE 5TH P.M., NOBLES COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, AND ASSUMING THE EAST LINE OF SAID NE1/4 HAS AN ASSUMED BEARING OF N00°52'50"E; THENCE S49°30'00"W, A DISTANCE OF 989.40 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE S11°39'11"W, A DISTANCE OF 42.00 FEET TO A POINT; THENCE N78°22'12"W, A DISTANCE OF 50.00 FEET TO A POINT; THENCE N11°39'11"E, A DISTANCE OF 42.00 FEET TO A POINT; THENCE S78°22'12"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. IT IS INTENDED THAT THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT ADJOIN WITH THE EXISTING 40.00 FOOT PERMANENT EASEMENT (MN4-49).

20 FOOT ACCESS EASEMENT LEGAL DESCRIPTION

A 20 FOOT WIDE ACCESS EASEMENT OVER THAT PART OF THE NE1/4, SECTION 26, TOWNSHIP 102 NORTH, RANGE 40 WEST OF THE 5TH P.M., NOBLES COUNTY, MINNESOTA, THE SOUTHERLY LINE OF SAID 20.00 FOOT WIDE EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, AND ASSUMING THE EAST LINE OF SAID NE1/4 HAS AN ASSUMED BEARING OF N00°52'50"E; THENCE S49°30'00"W, A DISTANCE OF 989.40 FEET TO THE POINT OF BEGINNING OF SAID SOUTH LINE TO BE HEREIN DESCRIBED; THENCE N78°22'12"W, A DISTANCE OF 50.00 FEET TO A POINT; THENCE N76°29'02"W, A DISTANCE OF 228.83 FEET TO A POINT; THENCE N68°44'10"W, A DISTANCE OF 50.21 FEET TO SHERWOOD STREET, AND SAID DESCRIBED SOUTH LINE THERE TERMINATING. THE SIDE LINES OF SAID ACCESS EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE ON SHERWOOD STREET.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.

Print Name: Jonathan J. Bunkowski

Signature: *Jonathan J. Bunkowski*
Date: 7/18/17 License #: 24505

PREPARED BY:
BANNER ASSOCIATES, INC.
409 22nd AVE. S.
BROOKINGS, SD 57006
(605) 692-6342
JULY 2017

PETITION FOR IMPROVEMENT

We, the undersigned, being the owners of real property abutting on the following described streets and utility corridor, do hereby petition that such streets and utility corridor be improved by extension of the municipal water distribution system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

South Lake Street from 400 feet to 920 feet south of the south right-of-way of East Gateway Drive extended, West Gateway Drive from Trunk Highways 59/60 to 1,590 feet north of the north right-of-way of Trunk Highways 59/60, and a utility corridor lying between South Lake Street and West Gateway Drive bounded on the south by a line extended westerly from South Lake Street beginning 920 feet south of the south right-of-way of East Gateway Drive extended and bounded on the north by a line extended easterly from West Gateway Drive beginning 1,590 feet north of the north right-of-way of Trunk Highways 59/60.

⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

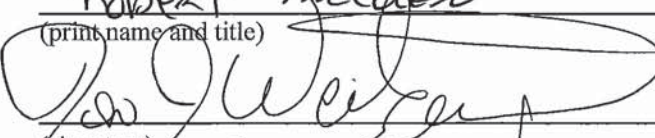
Part of the Northeast Quarter of the Southwest Quarter, and part of Government Lot 5, Section 26-T102N-R40W, Nobles County, Minnesota, except Parcel 4, Highway 60 Right-of-Way Plat 53-31 (CS 5305). (20-0173-000)

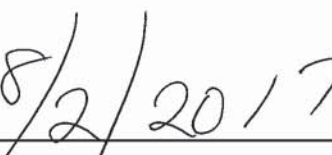
South Shore Acres LLC


(signature)


Date

Robert McQueen
(print name and title)


(signature)


Date

Jon J. Weigenant
(print name and title)

Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

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We, the undersigned, being the owners of real property abutting on the following described streets and utility corridor, do hereby petition that such streets and utility corridor be improved by extension of the municipal water distribution system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

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⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

29.50 acres in Government Lot 4 lying southerly of the southerly right-of-way of former Trunk Highways 59 and 60 (now West Gateway Drive), Section 26-T102N-R40W, City of Worthington, Nobles County, Minnesota. (31-3974-500)

City of Worthington

(signature)

Date

Mike Kuhle, Mayor

(signature)

Date

Janice Oberloh, Clerk

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⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

Part of the Northwest Quarter of the Southeast Quarter, and part of Government Lots 4 and 9, Section 26-T102N-R40W, Nobles County, Minnesota, except Parcel 6, Highway Right-of-Way Plat 53-32 (CS 5305).
(20-0169-000)

Kevin L. Carlson Date

Spouse * Date

printed name

* If married, the signature and printed name of the spouse must be provided. If unmarried, the status must be indicated as such; i.e: widow, widower, single, unremarried, etc.

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We, the undersigned, being the owners of real property abutting on the following described streets and utility corridor, do hereby petition that such streets and utility corridor be improved by extension of the municipal water distribution system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

South Lake Street from 400 feet to 920 feet south of the south right-of-way of East Gateway Drive extended, West Gateway Drive from Trunk Highways 59/60 to 1,590 feet north of the north right-of-way of Trunk Highways 59/60, and a utility corridor lying between South Lake Street and West Gateway Drive bounded on the south by a line extended westerly from South Lake Street beginning 920 feet south of the south right-of-way of East Gateway Drive extended and bounded on the north by a line extended easterly from West Gateway Drive beginning 1,590 feet north of the north right-of-way of Trunk Highways 59/60.

⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

287.5' x 387.9' tract in the Northeast Quarter of the Southwest Quarter, Section 26-T102N-R40W, Nobles County, Minnesota. (20-0171-000)

5.20 acre tract in the southeast corner of Lot 5, south of Highways 59 and 60, Section 26-T102N-R40W, City of Worthington, Nobles County, Minnesota. (31-0688-000)

LaVonne R. Lutterman

Date

Spouse *

Date

printed name

* If married, the signature and printed name of the spouse must be provided. If unmarried, the status must be indicated as such; i.e: widow, widower, single, unremarried, etc.

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PETITION FOR IMPROVEMENT

We, the undersigned, being the owners of real property abutting on the following described streets and utility corridor, do hereby petition that such streets and utility corridor be improved by extension of the municipal water distribution system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

South Lake Street from 400 feet to 920 feet south of the south right-of-way of East Gateway Drive extended, West Gateway Drive from Trunk Highways 59/60 to 1,590 feet north of the north right-of-way of Trunk Highways 59/60, and a utility corridor lying between South Lake Street and West Gateway Drive bounded on the south by a line extended westerly from South Lake Street beginning 920 feet south of the south right-of-way of East Gateway Drive extended and bounded on the north by a line extended easterly from West Gateway Drive beginning 1,590 feet north of the north right-of-way of Trunk Highways 59/60.

⁽¹⁾ **Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.**

5.55 acre tract in the west part of Lot 26, Auditor's Plat of Buss Outlots of Government Lot 3, Section 26-T102N-R40W, City of Worthington, Nobles County, Minnesota.
(31-0981-100)

Shine Brothers Corporation of Minnesota

(signature)

Date

(print name and title)

(signature)

Date

(print name and title)

Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

PETITION FOR IMPROVEMENT

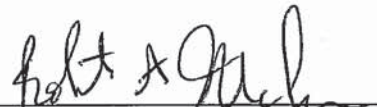
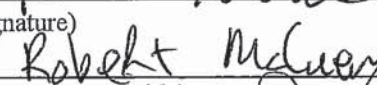
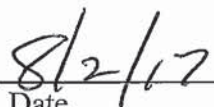
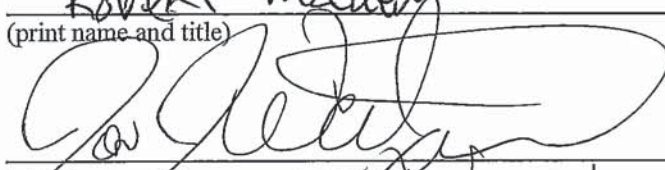
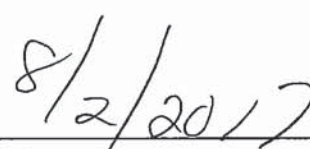
We, the undersigned, being the owners of real property abutting on the following described street, do hereby petition that such street be improved by extension of the municipal wastewater collection system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

West Gateway Drive from Trunk High 59/60 to 1,465 feet north of the north
right-of-way of Trunk High 59/60.

⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

Part of the Northeast Quarter of the Southwest Quarter, and part of Government Lot 5, Section 26-T102N-R40W, Nobles County, Minnesota, except Parcel 4, Highway 60 Right-of-Way Plat 53-31 (C S 5305). (20-0173-000)

South Shore Acres LLC

<div style="text-align: center;">  _____ (signature) <div style="text-align: center;">  _____ (print name and title) </div> </div>	<div style="text-align: center;">  _____ Date </div>
<div style="text-align: center;">  _____ (signature) <div style="text-align: center;">  _____ (print name and title) </div> </div>	<div style="text-align: center;">  _____ Date </div>

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PETITION FOR IMPROVEMENT

We, the undersigned, being the owners of real property abutting on the following described street, do hereby petition that such street be improved by extension of the municipal wastewater collection system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

West Gateway Drive from Trunk High 59/60 to 1,465 feet north of the north right-of-way of Trunk High 59/60.

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29.50 acres in Government Lot 4 lying southerly of the southerly right-of-way of former Trunk Highways 59 and 60 (now West Gateway Drive), Section 26-T102N-R40W, City of Worthington, Nobles County, Minnesota.
(31-3974-500)

City of Worthington

(signature)

Date

Mike Kuhle, Mayor

(signature)

Date

Janice Oberloh, Clerk

Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

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(20-0169-000)

Kevin L. Carlson

Date

Spouse *
printed name

Date

* If married, the signature and printed name of the spouse must be provided. If unmarried, the status must be indicated as such; i.e: widow, widower, single, unremarried, etc.

Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

PETITION FOR IMPROVEMENT

We, the undersigned, being the owners of real property abutting on the following described street, do hereby petition that such street be improved by extension of the municipal wastewater collection system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

West Gateway Drive from Trunk High 59/60 to 1,465 feet north of the north right-of-way of Trunk High 59/60.

⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

287.5' x 387.9' tract in the Northeast Quarter of the Southwest Quarter, Section 26-T102N-R40W, Nobles County, Minnesota. (20-0171-000)

5.20 acre tract in the southeast corner of Lot 5, south of Highways 59 and 60, Section 26-T102N-R40W, City of Worthington, Nobles County, Minnesota. (31-0688-000)

LaVonne R. Lutterman

Date

Spouse *

printed name _____

Date

* If married, the signature and printed name of the spouse must be provided. If unmarried, the status must be indicated as such; i.e: widow, widower, single, unremarried, etc.

Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

RESOLUTION NO. 2017-08-**DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF
FEASIBILITY REPORT ON PROPOSED IMPROVEMENT****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON,
MINNESOTA:**

1. A certain petition requesting the improvement of the following described streets and utility corridor by extension of the municipal water distribution system, received on August 14, 2017, and filed with the City Council on August 14, 2017, is hereby declared to be signed by the required percentage of the owners of the property affected thereby:

South Lake Street from 400 feet to 920 feet south of the south right-of-way of East Gateway Drive extended, West Gateway Drive from Trunk Highways 59/60 to 1,590 feet north of the north right-of-way of Trunk Highways 59/60, and a utility corridor lying between South Lake Street and West Gateway Drive bounded on the south by a line extended westerly from South Lake Street beginning 920 feet south of the south right-of-way of East Gateway Drive extended and bounded on the north by a line extended easterly from West Gateway Drive beginning 1,590 feet north of the north right-of-way of Trunk Highways 59/60.

This declaration is made in conformity to Minnesota Statutes, section 429.035.

2. The petition is hereby referred to the firm of Design Tree Engineering, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of August 2017.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice A. Oberloh, City Clerk

RESOLUTION NO. 2017-08-**DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF
FEASIBILITY REPORT ON PROPOSED IMPROVEMENT****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON,
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1. A certain petition requesting the improvement of the following described street by extension of the municipal wastewater collection system, received on August 14, 2017, and filed with the City Council on August 14, 2017, is hereby declared to be signed by the required percentage of the owners of the property affected thereby:

West Gateway Drive from Trunk High 59/60 to 1,465 feet
north of the north right-of-way of Trunk High 59/60.

This declaration is made in conformity to Minnesota Statutes, section 429.035.

2. The petition is hereby referred to the firm of Design Tree Engineering, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of August 2017.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice A. Oberloh, City Clerk

----- *ALTERNATE RESOLUTION* -----

RESOLUTION NO. 2017-08-

***ORDERING PREPARATION OF FEASIBILITY REPORT
ON PROPOSED IMPROVEMENT***

WHEREAS, It is proposed to improve the following described streets and utility corridor by extension of the municipal water distribution system and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429:

South Lake Street from 400 feet to 920 feet south of the south right-of-way of East Gateway Drive extended, West Gateway Drive from Trunk Highways 59/60 to 1,590 feet north of the north right-of-way of Trunk Highways 59/60, and a utility corridor lying between South Lake Street and West Gateway Drive bounded on the south by a line extended westerly from South Lake Street beginning 920 feet south of the south right-of-way of East Gateway Drive extended and bounded on the north by a line extended easterly from West Gateway Drive beginning 1,590 feet north of the north right-of-way of Trunk Highways 59/60.

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

That the proposed improvement will be referred to Design Tree Engineering, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated total cost of the improvement as recommended.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of August 2017.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice A. Oberloh, City Clerk

----- **ALTERNATE RESOLUTION** -----

RESOLUTION NO. 2017-08-

**ORDERING PREPARATION OF FEASIBILITY REPORT
ON PROPOSED IMPROVEMENT**

WHEREAS, It is proposed to improve the following described street by extension of the municipal wastewater collection system and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429:

West Gateway Drive from Trunk High 59/60 to 1,465 feet
north of the north right-of-way of Trunk High 59/60.

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

That the proposed improvement will be referred to Design Tree Engineering, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated total cost of the improvement as recommended.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of August 2017.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice A. Oberloh, City Clerk



Alexandria Office
120 17th Avenue W.
Alexandria, MN 56308
(320) 762-1290

St. Cloud Office
3339 West St. Germain, Suite 250
St. Cloud, MN 56301
(320) 217-5557

August 9, 2017

City of Worthington
c/o Dwayne Haffield
PO Box 279
Worthington, MN 56187

RE: **Engineering Proposal**
2018 West Gateway Drive Area Sewer & Water Extensions

Dear Mr Haffield:

Thank you for the opportunity to submit a Civil Engineering services proposal for the 2018 West Gateway Drive Area Sewer & Water Extensions. The proposed project is to extend watermain and sanitary sewer utilities along S. Lake Street and CSAH 57 to serve the West Gateway Drive Area.

Design Tree Engineering Incorporated will provide all services for the project including Preliminary Design, Construction Documents, Bidding and Permitting. The scope of services and associate fees are detailed below.

Preliminary Design Services

This project involves serving proposed and future development with sewer and water infrastructure. Design Tree will work with City Staff to evaluate and review the best physical and financial option to serve the pending development areas with sanitary sewer and water. This will include the following subtasks:

1. Preliminary engineering and design needed to provide sewer and water services for the area.
 - a. Evaluating options for providing sanitary sewer to the service area located each side of West Gateway Drive south of Flower Lane.
 - b. Watermain extension including evaluating different route options from S. Lake Street to the areas initially proposed for development.
2. Preparing preliminary opinions of probable cost for each component of the utility extensions.
3. Design Tree will prepare a feasibility report describing the comprehensive sanitary sewer and water infrastructure needed to serve the area. This report will describe the options to provide service to the areas and provide an opinion of the probable cost of each option. This report will be written to match the needs of the various funding possibilities and in accordance with Minnesota Statutes, Chapter 429 (local improvement financing/assessment law). As part of this task we will assist City Staff in applying the special assessment policy to develop a preliminary assessment roll for the proposed project. This information will also be used to estimate the City share in the proposed project.
4. To facilitate the preliminary report preparation in accordance with your preferences, we propose maintaining close coordination with City Staff and other stakeholders as needed to formulate and finalize the layouts, finalize phasing and present the feasibility report for this project.

MECHANICAL ELECTRICAL CIVIL LAND SURVEYING

Exhibit 4n

"We pride ourselves on putting a detailed touch to every project we are privileged to work on, with an aggressive attitude, hard work, and high expectations."

Final Design, Permitting and Bidding Services

Design Tree will perform a topographic survey of the project area and prepare detailed construction plans and specifications in accordance with the requirements of the City of Worthington for bidding purposes to construct the necessary sanitary sewer and watermain extensions. Bidding services will include: assistance in responding to bidders questions; preparation of addenda (if required); and assisting in evaluation of bids.

Schedule

We understand this project is important to provide services for the two proposed developments and we will work diligently to complete tasks in a timely manner. Our goal is to complete the report and final design so that this project can begin construction early in 2018.

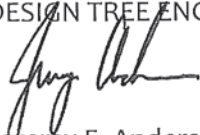
Fee Estimate

Design Tree Engineering proposes to perform the scope of work and tasks detailed above for a hourly not-to-exceed amount of \$42,000. The estimated fees for final design are based on an extension of sanitary sewer from the existing MH2-6 on CSAH 57 and a 10-inch watermain from S. Lake St. across City property and then along CSAH 57.

If the proposal and terms are acceptable, Design Tree will prepare a form agreement to be executed by the City of Worthington and Design Tree Engineering. I will personally serve as your Project Manager and lead client contact on this project. We welcome the opportunity to work with you on this project. If you have any questions, please contact me at 320-808-3855 or jea@designtreeengineering.com.

Sincerely,

DESIGN TREE ENGINEERING INCORPORATED



Jeremy E. Anderson, PE – Vice President

Enc: DTE Rate Schedule

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Worthington ("Owner")

and Design Tree Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for 2018 West Gateway Drive Area ("Project").
Sewer and Water Extensions

Description of Engineer's Services: See Attached Proposal.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent

permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except

Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Insurance

1. Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

2. Engineer shall each deliver to the Owner certificates of insurance evidencing the coverages indicated below. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

3. At any time, Owner may request that Engineer, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified below. If so requested by Owner, and if commercially available, Engineer shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

4. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

By Engineer:

Workers' Compensation: Statutory

Employer's Liability –

- 1. Each Accident: \$1,000,000
- 2. Disease, Policy Limit: \$1,000,000
- 3. Disease, Each Employee:

General Liability –

- 4. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 5. General Aggregate: \$2,000,000

Automobile Liability –

- 1) Combined Single Limit
(Bodily Injury and Property Damage):
- a) Each Accident \$1,000,000

Professional Liability Insurance

- 6. Each Claim Made: \$2,000,000
- 7. Annual Aggregate: \$2,000,000

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ 42,000

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months months.

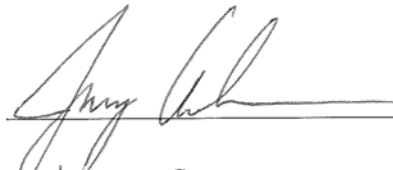
Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: 

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 8/9/17

License or Certificate No. and State MN 44223

Address for giving notices:

Address for giving notices:

303 Ninth Street

120 17th Avenue W

Worthington, MN 56187

Alexandria, MN 56308

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: AUGUST 10, 2017
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PUBLIC HEARING - NOBLES HOME INITIATIVE APPLICATION (PARCEL ID# 31-3845-000)

Exhibit 1 is a copy of the Nobles Home Initiative (NHI) application submitted by North Development Group, LLC, who is seeking the approval of tax abatement for the construction of a 72 unit apartment complex on 6.3 acres it is acquiring that is located directly east of the intersection of Darling Drive and Grand Avenue. Details of the proposed development are included in Exhibit 1. The 6.3 acres is part of a larger tract of land that is owned by Kelly Properties of Worthington, Inc, that will be subdivided prior to closing to accommodate the transaction. The current legal description of the subject property is:

That part of the Northeast Quarter of the Southwest Quarter, Section 13, Township 102, Range 40, City of Worthington, Nobles County, Minnesota lying north of a westerly projection of the north line of Block 2, Northland Park Second Addition, City of Worthington, Nobles County, Minnesota EXCEPT 8.63 acres for Interstate 90 and EXCEPT 8.02 acre tract described in Document No. 212660 and EXCEPT that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 3 of Auditor's Plat of the West Half of the Southwest Quarter of Section 13, Township 102, Range 40, City of Worthington, according to the recorded plat thereof; thence on an assumed bearing of South 89 degrees 04 minutes 09 seconds East, along the easterly extension of the south line of said Lot 3, a distance of 208.33 feet; thence North 0 degrees 01 minutes 52 seconds West, parallel with the east line of Lots 1, 2 and 3 of said Auditor's Plat, a distance of 437.57 feet to the southerly right-of-way line of Interstate Highway No. 90 as recorded in Document No. 189598; thence North 89 degrees 12 minutes 07 seconds West, along said southerly right-of-way line, a distance of 208.33 feet to the east line of Lot 1 of said Auditor's Plat; thence South 0 degrees 01 minutes 52 seconds East, along the east line of Lots 1, 2 and 3 of said Auditor's Plat, a distance of 437.09 feet to the point of beginning, containing 2.09 acres, subject to easements now of record in said county and state,

and EXCEPT that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the center of said Section 13; thence on an assumed bearing of South 0 degrees 00 minutes 00 seconds West, along the north-south quarter line of said Section, a distance of 282.95 feet to the southerly right-of-way line of Interstate Highway No. 90; thence North 89 degrees 11 minutes 29 seconds West, along said southerly right-of-way line, a distance of 445.00 feet to the intersection with the westerly line of the Worthington Christian School Tract as recorded in Document No. 212660, said intersection being the point of beginning of the tract to be described; thence North 89 degrees 12 minutes 06 seconds West, along said southerly right-of-way line, a distance of 330.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 438.36 feet; thence North 89 degrees 04 minutes 09 seconds West a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 70.01 feet; thence South 89 degrees 04 minutes 09 seconds East a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 172.64 feet; thence South 89 degrees 12 minutes 06 seconds East a distance of 330.00 feet to the westerly line of said Worthington Christian School Tract as recorded in Document No. 212660; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 269.00 feet; thence North 89 degrees 12 minutes 06 seconds West, along said westerly line a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 88.00 feet; thence South 89 degrees 12 minutes 06 seconds East, along said westerly line, a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 324.00 feet to the point of beginning, containing 5.12 acres, subject to easements now of record in said county and state.

This application was originally approved by Council on October 27, 2016 and expired May 15, 2017.

Staff has reviewed the application and has concluded that it meets all of the parameters of the NHI Guidelines. Therefore, staff is recommending approval of the application. To comply with State Statute regarding tax abatement, a public hearing has been scheduled this morning to allow for any public comment on the proposed abatement. Should Council concur with staff's recommendation, it may do so by adopting the resolution provided in *Exhibit 2* after the completion of the public hearing.

Council action is requested.

2. **CITY OF WORTHINGTON ALLEY VACATION AND FIRST READING OF PROPOSED ORDINANCE**

The City of Worthington Planning Commission held a public hearing on Tuesday, August 1, 2017, for the purpose of considering the City of Worthington proposal to vacate a portion the alley which, together with acquiring additional right-of-way, will correct an offset in the alley. The legal description is as follows:

That part of Alley Lot A, Block 2, Auditor's Plat of Chermak's Sub-Division, City of Worthington, Nobles County, Minnesota described as follows:

Commencing at the southeast corner of Lot 9 in said Block 2; thence west along the north line of said Alley Lot A a distance of 148.9 feet to the point of beginning; thence continuing west along the north line of said Alley Lot A to the southwest corner of Lot 1 in said Block 2; thence south along a projection of the east line of Oslo Street to a point on a line that is 7.5 feet south of said southwest corner, as measured perpendicular the north line of said Alley Lot A, and is parallel to the north line of said Alley Lot A; thence east on said parallel line to a point which is 7.5 feet south of the point of beginning as measured perpendicular to the north line of said Alley Lot A; thence north to the point of beginning.

A. Background

The City of Worthington is proposing to vacate a portion the alley which, together with acquiring additional right-of-way, will correct an offset in the alley. (***Exhibit 3 - Map***)

B. Conclusion - Staff Recommendations:

That the portion of alley petitioned to be vacated, be vacated subject to the city obtaining the 7.5 feet of School District to complete the alley right-of-way relocation. The alley right-of-way to be obtained from the School District would be described as:

That part of Lots 10 through 14, Block 2, Auditor's Plat of Chermak's Sub-Division, City of Worthington, Nobles County, Minnesota described as follows:

Beginning at the northwest corner of said Lot 10; thence east along the north line of said Lots 10 through 14 to a point on the north line of Lot 14 distant 198.00 feet west of the northeast corner of Lot 17, of said Block 2; thence south and perpendicular to the north line of Lot 14 a distance of 7.50 feet; thence west and parallel to the north

line of Lots 10 through 14 to the west line of Lot 10; thence north along the west line of said Lot 10 to the point of beginning.

The vacation is completed by Ordinance. The City would then convey the vacated alley to the owners of property abutting on the north.

- C. Planning Commission recommendations to Council:
Discussion and public input involved the timing of the alley vacation, a property owner thought it had already been completed and they have made improvements; and would parking be allowed for events at the school. The property owner who is gaining the right of way stated that they had no objection to parking continue as it has in the past and had no objection to the alley vacation; and the School District has no objection to the city obtaining the 7.5 feet to complete the alley right of way relocation. The Planning Commission recommends Council approval of that the portion of alley petitioned to be vacated, be vacated subject to the city obtaining the 7.5 feet of School District to complete the alley right-of-way relocation

Staff recommends that Council give a first reading to the proposed Ordinance in ***Exhibit 4***, vacating a portion of the alley as recommended by the Planning Commission. Prior to the third reading, the City would then authorize conveying the vacated alley to the owners of property abutting on the north. Final Reading would also be subject to the School District conveying the additional alley right-of-way as described above.



July 10, 2017

Original approval
Expired May 15th 17

Abraham Algadi, Executive Director
Worthington Regional Economic Development Corp.
1121 12th avenue
Worthington, Minnesota 56187

Re: Worthington Manor Apartments

Dear Abraham:

As part of the Nobles Home Initiative, North Development Group (NDG) is seeking approval for a five years property tax abatement to construct 72 market rate rental housing units on property located at the NE Corner of Grand Avenue and Darling Drive, Worthington, Minnesota 56187 and further described as Worthington Manor Apartments. Attached please find property site map, tax statement, building elevations, purchase agreement, and project executive summary for your review as part of this request.

We have worked with the City of Worthington to obtain a grant through the Workforce Housing program from the Minnesota Department of Trade and Economic Development (DEED) to help us provide quality rental units at an affordable price point.

Approval of this request is important for the obtained grant and it demonstrates the kind of public/private partnerships needed to address lack of rental housing options in Worthington and Nobles County.

We anticipate start of construction in the Fall of 2017 and to have 72 units available for occupancy in the Spring of 2018. Detailed project plans will be filed with the city of Worthington as part of the building permitting process.

If you have any questions, or need additional information, please feel free to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Risselada'.

Michael Risselada, AIA
North Development Group

CC: Tom Hinks

- project descriptions
is the same.

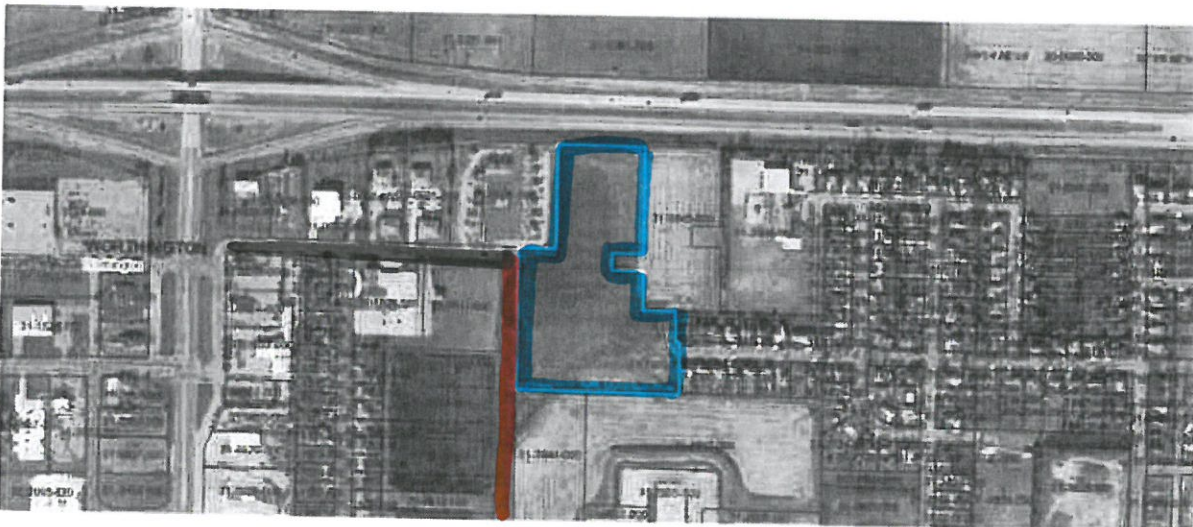
**North Development Group LLC. -
10407 Winn Rd Richmond, IL 60081**

Executive Summary

Worthington Manor is a "mid-scale" apartment complex being constructed in Worthington, MN. The 3-story 72 room facility is located within the southwest portion of the state's rapidly growing region. This project will be constructed in 3 phases. The first two phases will consist of 2-three story 72 unit apartments. The third phase will be a mirror image of phase 1. The attached contractor's statement is a estimated budget for the completion of phase 1 & 2 only.

NDG (North Development Group, LLC) is the sponsoring entity and in the process of bringing the property under contract. NDG, along with additional consultants and sponsoring entities will hire and oversee a general contractor for the construction of the complex.

NDG has established a great team of professionals that have programmed, designed, bid the project and is in the process of finalizing contractor selection. The construction of Worthington Manor will be developed on 6.3 acers & overseen by NDG and a project management team. The construction process will include periodic meetings for trade coordination, construction observation, payment draws and scheduled maintenance.



To view property details please go to <https://beaconbeta.schneidercorp.com> and enter PIN # 31-3845-000

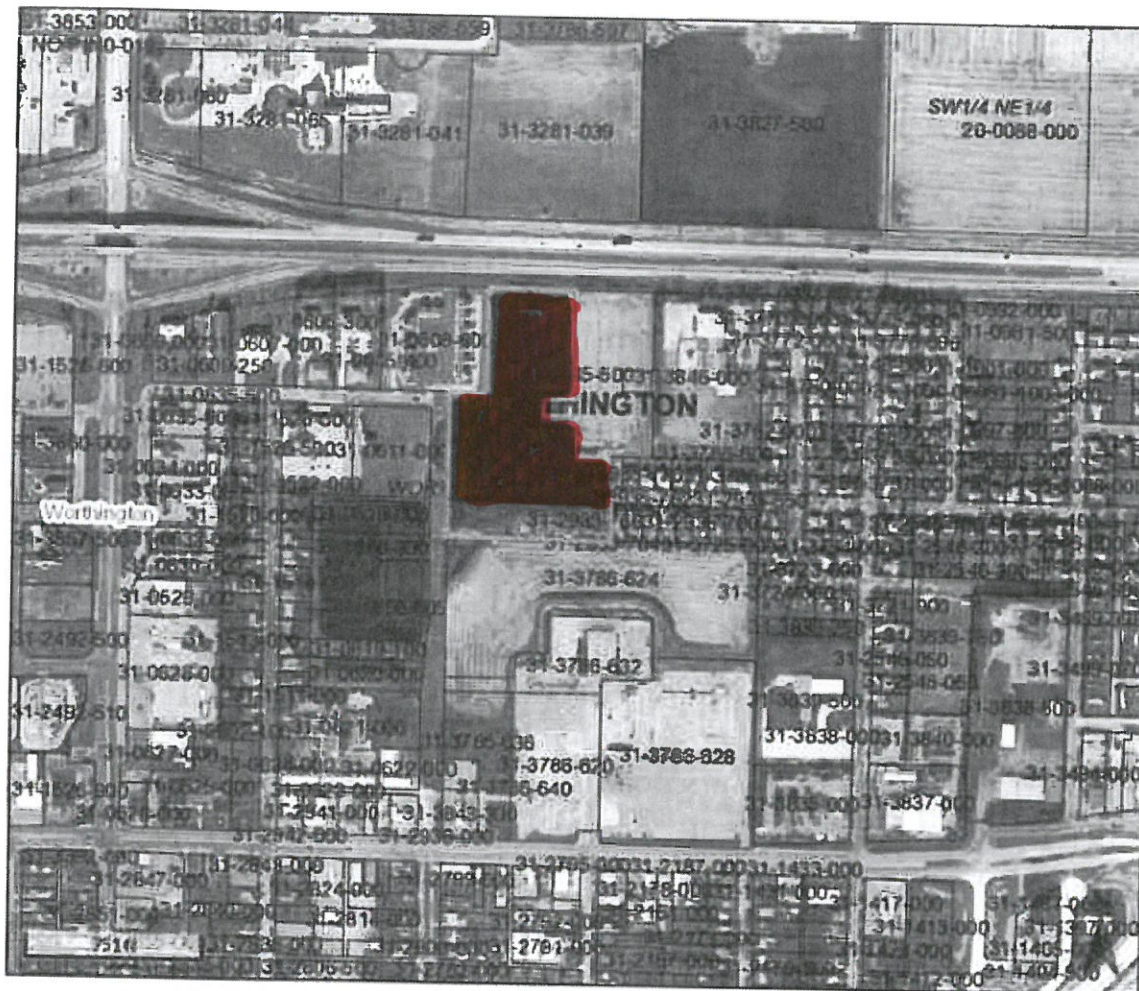
Management and Organization

NDG managing member Tom Hinks is the project Construction Manager. He has over 30 years of experience in the construction and real estate industry with extensive knowledge and expertise in both commercial and residential buildings. He has owned and operated commercial office buildings for over 10 years. Additionally, he has also overseen building operations for over 50 financial institutions throughout the Chicago area and is a licensed building inspector for the state of Illinois. .

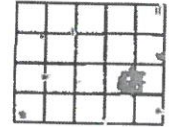
NDG managing member Michael Risselada, AIA, is the project architect, planner and designer. He has 20 years of experience in the architecture and design industry with a variety of ongoing as well as completed commercial, institutional, and residential projects. Some of his recent project experience includes Chicago's "Aqua" residential high-rise and park homes. He has a Masters Degree in Architecture from the University of Michigan, is NCARB certified and licensed.

NDG managing member Carol Hinks (Rascia) is a licensed broker in the Chicago area and has more than 30 years project management experience with an emphasis on corporate information technology. She has successfully managed and implemented multi-million dollar projects for Fortune 100 companies. In addition, her strong interpersonal skills have made her a successful fundraiser and community volunteer. With her corporate background and experience as a philanthropist, she brings management skills, organizational skills, and financial expertise to the project.

Thomas Hinks
Project Manager
North Development Group LLC
10407 Winn Rd.
Richmond, Illinois 60071
815-276-2995
tghinks@hotmail.com




Overview




Legend

- ☐ Parcel Numbers
- ☐ Parcels
- ☐ Municipalities
- ☐ QuarterQuarters
- ☐ Sections
- ☐ Townships

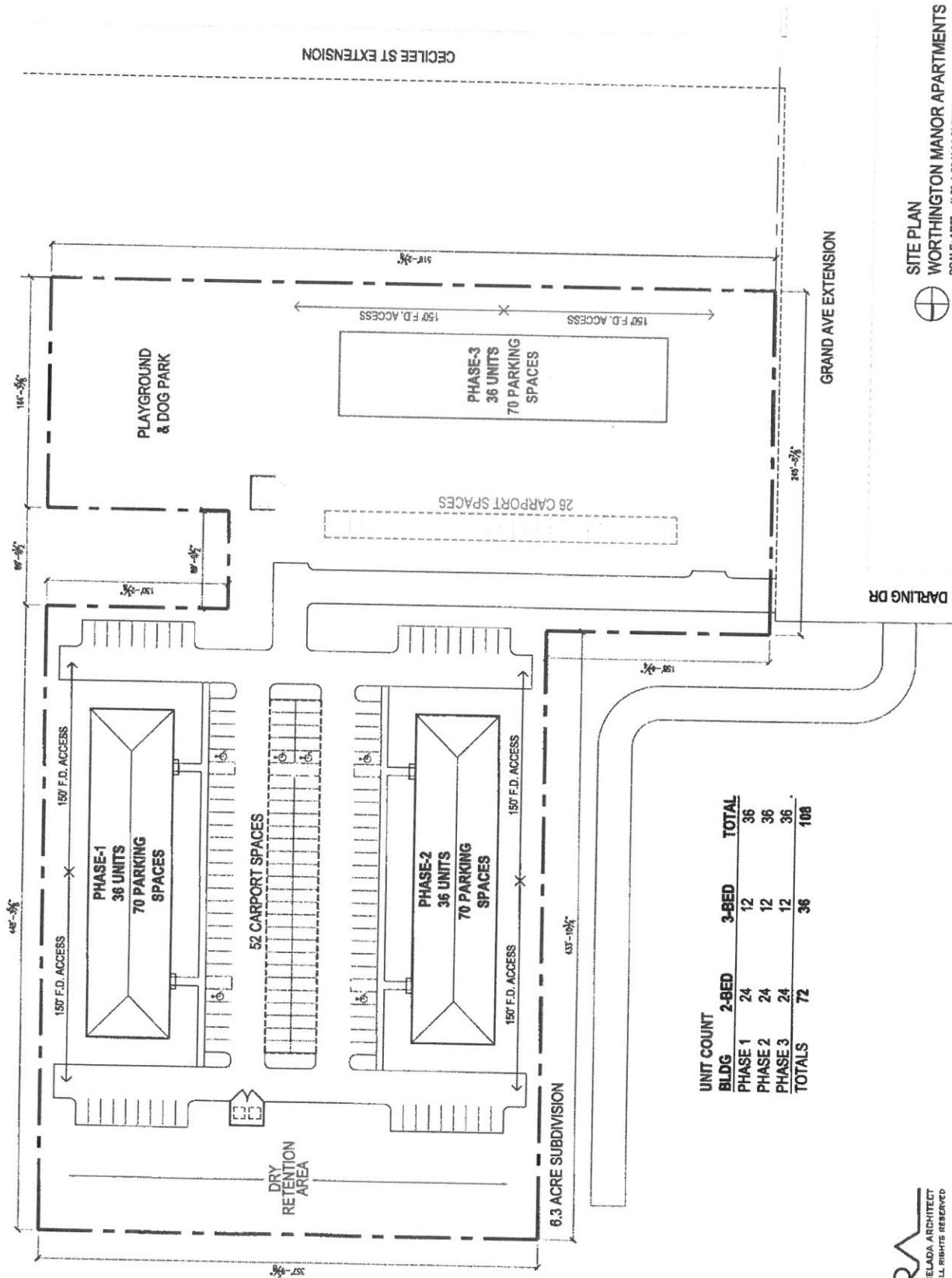
Parcel ID	31-3845-000 	Alternate ID	n/a	Owner Address	KELLY PROPERTIES OF
Sec/Twp/Rng	13-102-40	Class	AGRICULTURE		WORTHINGTON INC
Property Address		Acreage	11.36 *		1114 OXFORD ST
					P O BOX 55 WORTHINGTON MN 56187
District	n/a				
Brief Tax Description	11.36 ACRES IN NE1/4SW1/4 SOUTH OF 1-90 ACRES 11.36				
	(Note: Not to be used on legal documents)				

Date created: 10/12/2016
Last Data Uploaded: 10/11/2016 8:15:30 PM

 Developed by
The Schneider Corporation

*  6.5 Acres - Project Site.

△ Parcel to be subdivided prior to closing

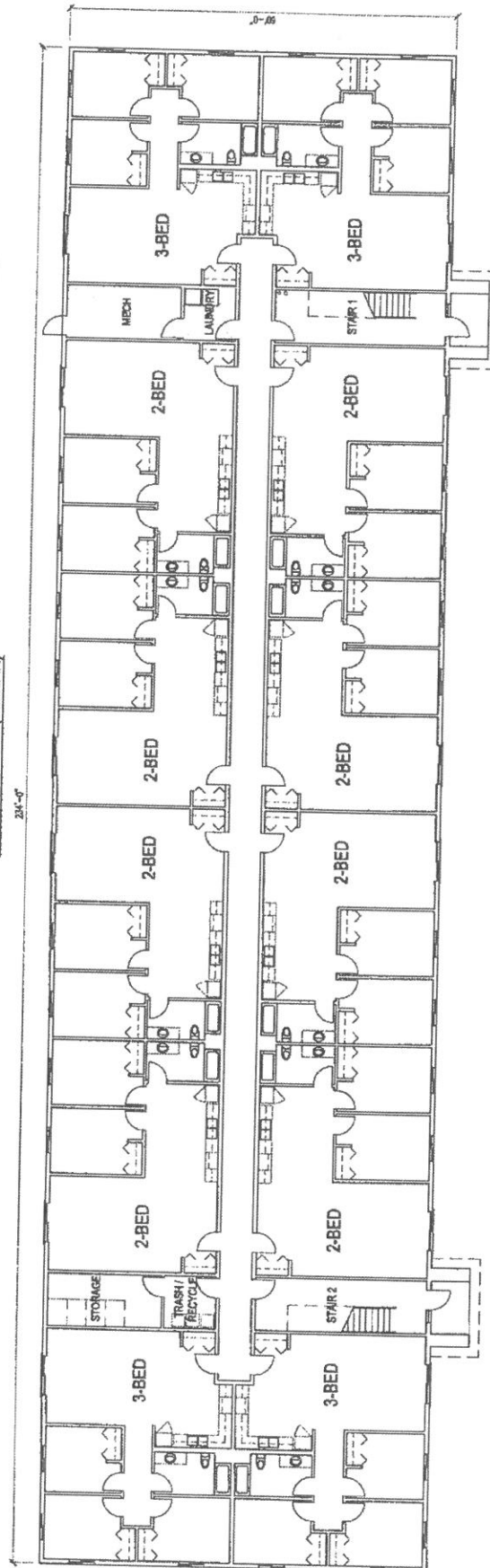
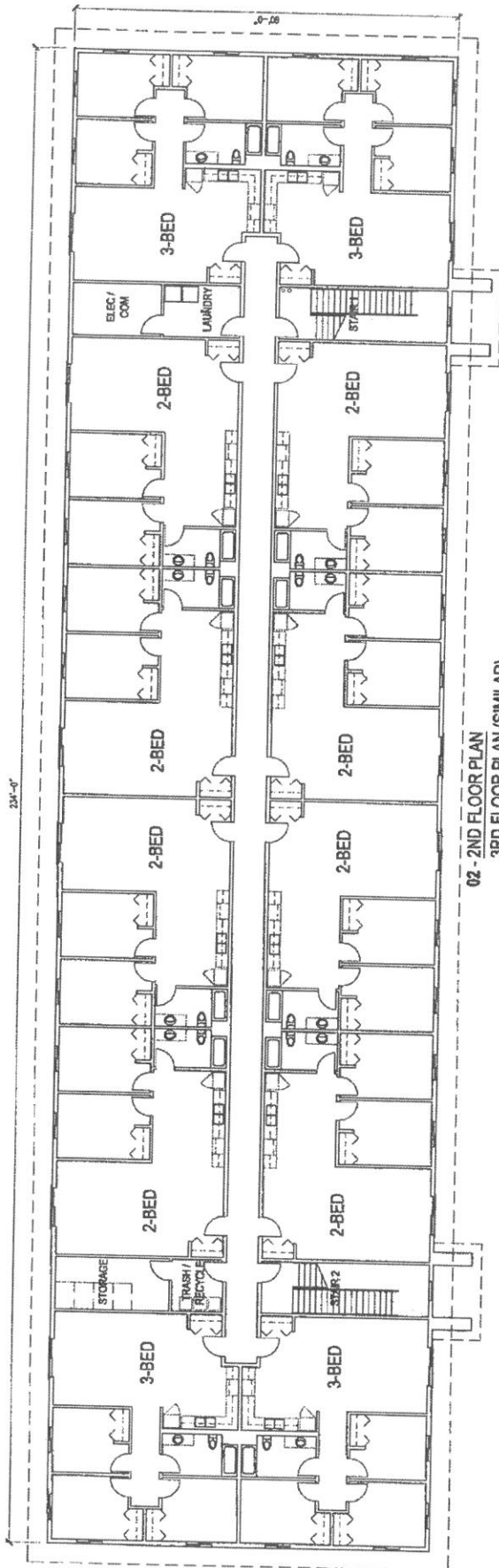


UNIT COUNT			
BLDG	2-BED	3-BED	TOTAL
PHASE 1	24	12	36
PHASE 2	24	12	36
PHASE 3	24	12	36
TOTALS	72	36	108

FLOOR PLANS
WORTHINGTON MANOR APARTMENTS
SCALE: 1/8" = 1'-0" / 22 X 34 SHEET

REVISIONS
PHASE-1 BUILDING ORIENTATION SHOWN
SEE SHEET A2.0 GENERAL NOTES.

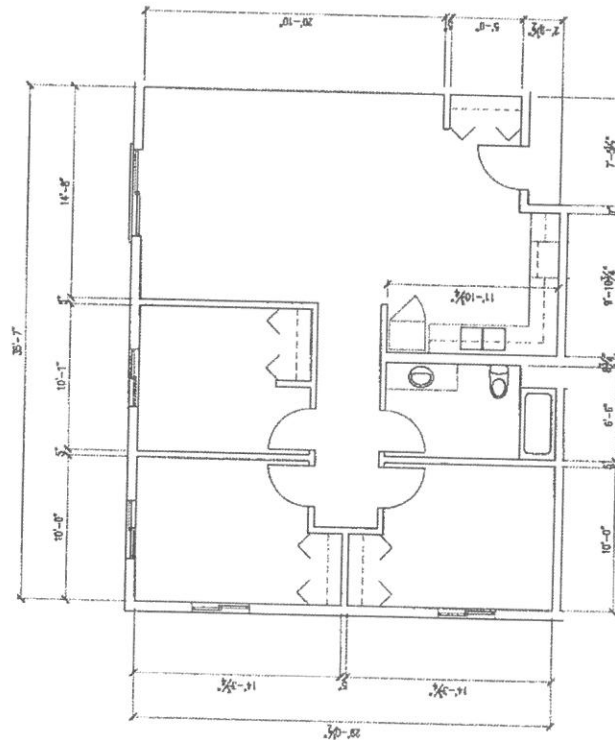
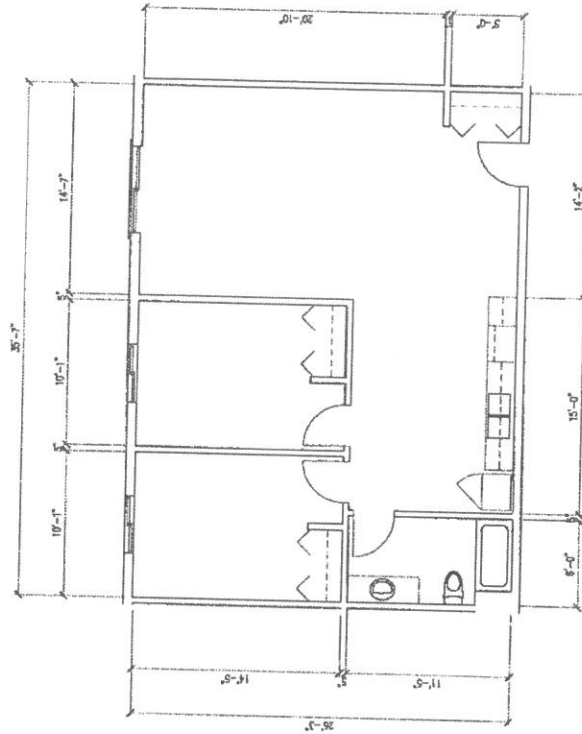
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UNIT TYPES
WORTHINGTON MANOR APARTMENTS
SCALE: 1/4" = 1'-0" / 22 X 34 SHEET

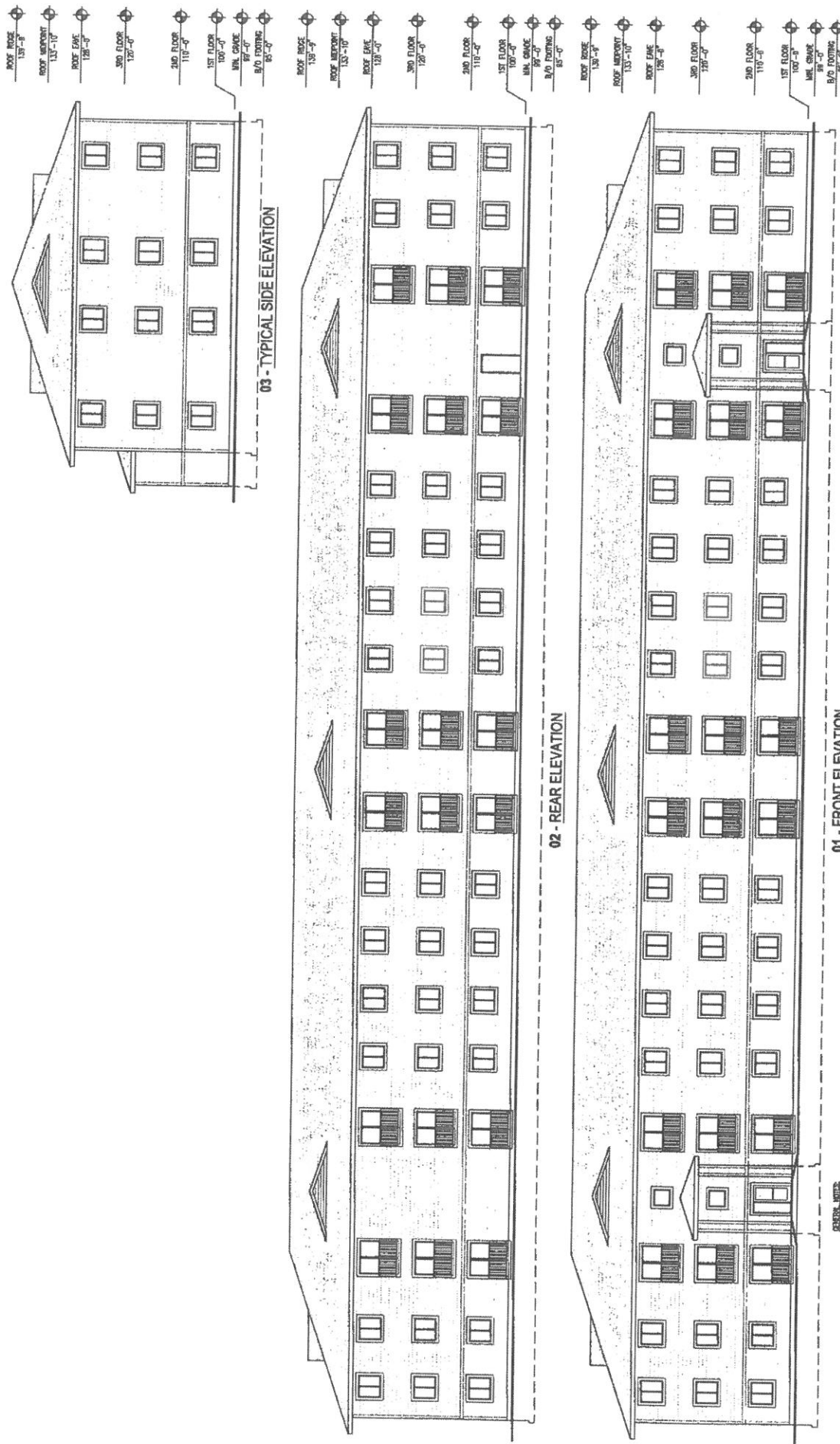
REVISION NOTES:
PHASE-1 BUILDING ORIENTATION SHOWN
SEE SHEET A4.0 GENERAL NOTES

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EXTERIOR ELEVATIONS
WORTHINGTON MANOR APARTMENTS
SCALE: 1/8" = 1'-0" / 22 X 34 SHEET

REVISIONS:
PHASE-1 BUILDING ORIENTATION SHOWN
SEE SHEET ALSO GENERAL NOTES.



01 - FRONT ELEVATION

1. SHINGLE ROOFING SYSTEM, SEE SHEET A4.0
SYMBOL LEGEND:



2. WALL LIP SLOPE & TRIM THROUGHOUT:
SYMBOL LEGEND:



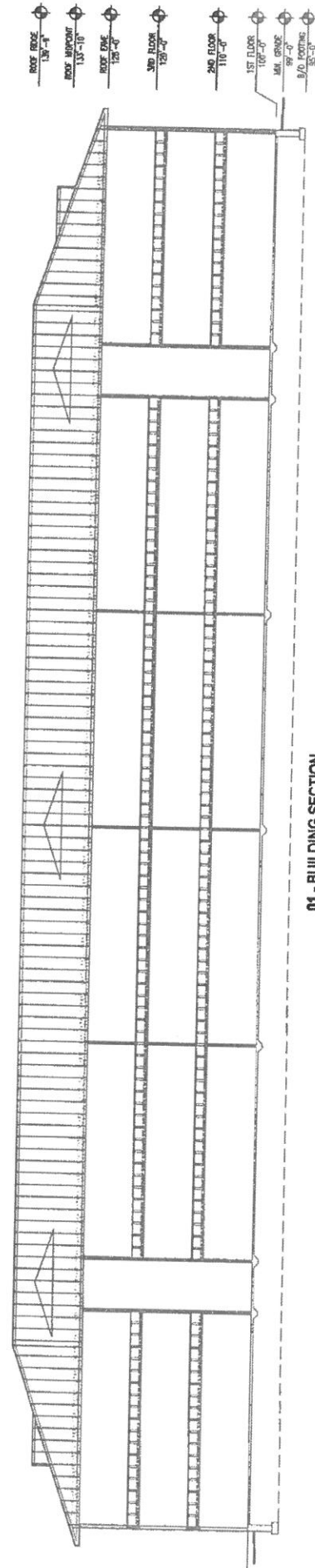
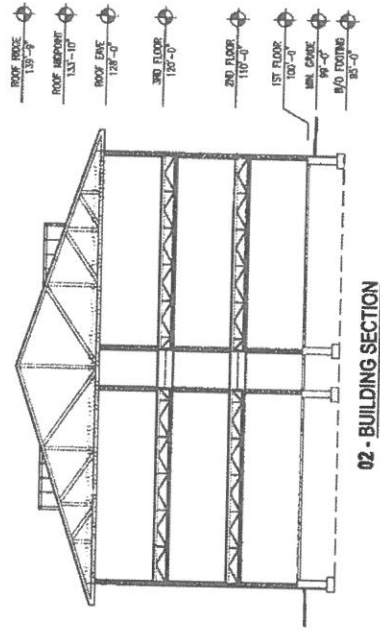
3. COORDINATE WITH THE LIGHTING, INSULATION, BALCONY
CLOTHES, HANG LINES, AND OTHER DETAILS FOR
CONSTRUCTION FOR STRUCTURALLY SOUND AND BEYOND
NECESSARY FEATURES, INCLUDING, LANSING, ETC.
APPROPRIATE FOR ALL SEASONAL CONDITIONS.

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BUILDING SECTIONS
WORTHINGTON MANOR APARTMENTS
SCALE: 1/8" = 1'-0" / 22 X 34 SHEET

REVISION NOTES
PHASE-1 BUILDING ORIENTATION SHOWN
SEE SHEET A00 GENERAL NOTES

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RESOLUTION NO. _____**A RESOLUTION APPROVING TAX ABATEMENT
FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813**

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Worthington to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Worthington has adopted the Nobles Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

WHEREAS, North Development Group, LLC, will be the owner of certain property within the City of Worthington, legally described as follows:

That part of the Northeast Quarter of the Southwest Quarter, Section 13, Township 102, Range 40, City of Worthington, Nobles County, Minnesota lying north of a westerly projection of the north line of Block 2, Northland Park Second Addition, City of Worthington, Nobles County, Minnesota EXCEPT 8.63 acres for Interstate 90 and EXCEPT 8.02 acre tract described in Document No. 212660 and EXCEPT that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 3 of Auditor's Plat of the West Half of the Southwest Quarter of Section 13, Township 102, Range 40, City of Worthington, according to the recorded plat thereof; thence on an assumed bearing of South 89 degrees 04 minutes 09 seconds East, along the easterly extension of the south line of said Lot 3, a distance of 208.33 feet; thence North 0 degrees 01 minutes 52 seconds West, parallel with the east line of Lots 1, 2 and 3 of said Auditor's Plat, a distance of 437.57 feet to the southerly right-of-way line of Interstate Highway No. 90 as recorded in Document No. 189598; thence North 89 degrees 12 minutes 07 seconds West, along said southerly right-of-way line, a distance of 208.33 feet to the east line of Lot 1 of said Auditor's Plat; thence South 0 degrees 01 minutes 52 seconds East, along the east line of Lots 1, 2 and 3 of said Auditor's Plat, a distance of 437.09 feet to the point of beginning, containing 2.09 acres, subject to easements now of record in said county and state,

and EXCEPT that part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the center of said Section 13; thence on an assumed bearing of South 0

degrees 00 minutes 00 seconds West, along the north-south quarter line of said Section, a distance of 282.95 feet to the southerly right-of-way line of Interstate Highway No. 90; thence North 89 degrees 11 minutes 29 seconds West, along said southerly right-of-way line, a distance of 445.00 feet to the intersection with the westerly line of the Worthington Christian School Tract as recorded in Document No. 212660, said intersection being the point of beginning of the tract to be described; thence North 89 degrees 12 minutes 06 seconds West, along said southerly right-of-way line, a distance of 330.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 438.36 feet; thence North 89 degrees 04 minutes 09 seconds West a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 70.01 feet; thence South 89 degrees 04 minutes 09 seconds East a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 172.64 feet; thence South 89 degrees 12 minutes 06 seconds East a distance of 330.00 feet to the westerly line of said Worthington Christian School Tract as recorded in Document No. 212660; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 269.00 feet; thence North 89 degrees 12 minutes 06 seconds West, along said westerly line a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 88.00 feet; thence South 89 degrees 12 minutes 06 seconds East, along said westerly line, a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 324.00 feet to the point of beginning, containing 5.12 acres, subject to easements now of record in said county and state.

WHEREAS, North Development Group, LLC, has made application to the City of Worthington for the abatement of taxes as to the above-described parcel; and

WHEREAS, North Development Group, LLC has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision 1(1) and Subdivision 2(i) as well as the City's Nobles Home Initiative guidelines for tax abatement;

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

1. The City of Worthington does, hereby grant an abatement of the City of Worthington's share of real estate taxes upon the above-described parcel for the construction of a 72 unit apartment complex on the subject property.
2. The tax abatement will be for no more than five years commencing on the first year of taxes payable for the assessed value(s) related to the capital improvements outlined in Paragraph 1.
3. The City shall provide the awarded abatement payments following payment of due real estate taxes annually. Payments shall be made to the owner of record at the time

of payment.

4. The tax abatement shall be for the capital improvements only. Land values are not eligible and will not be abated.
5. The abatement shall be null and void if construction is not commenced within 6 months of the approval of this resolution or if real estate taxes are not paid on or before the respective payment deadlines annually.

Adopted by the City Council of the City of Worthington, Nobles County, this 14th day of August 2017.

(SEAL)

CITY OF WORTHINGTON

Mike Kuhle, Mayor

Attest: _____
Janice Oberloh, City Clerk



ORDINANCE NO. ____

AN ORDINANCE TO VACATE AN ALLEY IN THE CITY OF WORTHINGTON,
NOBLES COUNTY, MINNESOTA

The City Council of the City of Worthington, Do Ordain:

Section I.

Vj cv'r ctv'qh'Cmg{ 'Nqv'C. 'Dmgem'4. 'Cwf kqt'u'Rrcv'qh'Ej gto cm'u'Uwd/F kxkukqp. 'Ekx{ 'qh
Y qt vj kpi vqp. 'P qdrgu'Eqwpv{. 'O kppguqvc 'f guetldgf 'cu'hqmqy u'ku'j gtgd{ 'xcecvgf <

""""""""Eqo o gpekpi 'cv'yj g'uqwj gcu'veqtpgt'qh'Nqv'; 'kp'uckf 'Dmgem'4=yj gpeg'y guv'cmipi 'yj g'pqt vj "
hpg'qh'uckf 'Cmg{ 'Nqv'C'c'f kxcpvg'qh'36: Q 'hggv'v'q' yj g'r qkp'v'qh'dgi kppkpi =yj gpeg'eqpv'kwkpi 'y guv
cmipi 'yj g'pqt vj 'hpg'qh'uckf 'Cmg{ 'Nqv'C'v'q' yj g'uqwj y guv'eqtpgt'qh'Nqv'3'kp'uckf 'Dmgem'4=yj gpeg
uqwj 'cmipi 'c'r tqlgevkqp'qh'yj g'gcu'v'hpg'qh'Quq' 'Utg'v'q'c'r qkp'v'qp'c'hpg'yj cv'ku'90' 'hggv'uqwj 'qh
uckf 'uqwj y guv'eqtpgt. 'cu'o gcuwtgf 'r gtr gpf lewxt 'yj g'pqt vj 'hpg'qh'uckf 'Cmg{ 'Nqv'C. 'cpf 'ku
r ctcmg'v'q' yj g'pqt vj 'hpg'qh'uckf 'Cmg{ 'Nqv'C=yj gpeg'gcu'v'qp'uckf 'r ctcmg'hpg'v'q'c'r qkp'v'y j kej 'ku
90' 'hggv'uqwj 'qh'yj g'r qkp'v'qh'dgi kppkpi 'cu'o gcuwtgf 'r gtr gpf lewxt 'v'q' yj g'pqt vj 'hpg'qh'uckf 'Cmg{
Nqv'C=yj gpeg'pqt vj 'v'q' yj g'r qkp'v'qh'dgi kppkpi 0

Section II.

Vj g'Ekx{ 'Ergtm'ku'j gtgd{ 'f kgevgf 'v'q' hkg'c'egt v'kgf 'eqr { 'qh'yj ku'qtf kpcpeg'kp' yj g'Qh'heg'qh'yj g
Tgeqtf gt 'kp'cpf 'hqt' yj g'Eqwpv{ 'qh'P qdrgu. 'Ucv'g'qh'O kppguqvc0

Section III.

Vj ku'Qtf kpcpeg'uj cmldg'kp'hwn'hqteg'cpf 'gh'gevt'qo "cpf 'ch'gt'ku'r cuuci g. 'r wdrkcv'kqp. 'cpf 'h'kpi
y kj 'yj g'P qdrgu'Eqwpv{ 'Tgeqtf gt0

Rcuugf 'cpf 'cf qr vgf 'd{ 'yj g'Ekx{ 'Eqwpek'qh'yj g'Ekx{ 'qh'Y qt vj kpi vqp. 'O kppguqvc. 'yj ku'""""'f c{ 'qh
aaaaaaaaaaaa. '42390

*UGCN+

O kng'Mwj rg. 'O c{ qt

Cwguv< _____
Lcpleg'Qdgtmj. 'Ekx{ 'Ergtm

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A H HERMEL COMPANY	7/28/17	COFFEE	GENERAL FUND	SECURITY CENTER	38.44
	7/28/17	COFFEE	GENERAL FUND	SECURITY CENTER	38.44
		TOTAL:			76.88
ADVANCED ASSET ALLIANCE	7/28/17	COLLECTION FEES	WRH	OTHER GEN GOVT MISC	66.09
		TOTAL:			66.09
BORDER STATES ELECTRIC SUPPLY	7/28/17	BATTERIES	ELECTRIC	O-DISTR MISC	26.16
	7/28/17	PEDESTALS	ELECTRIC	FA DISTR UNDRGRND COND	1,384.97
	7/28/17	STREET LIGHT FUSES	ELECTRIC	FA DISTR ST LITE & SIG	1,047.16
		TOTAL:			2,458.29
DAKOTA SUPPLY GROUP INC	7/28/17	15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	14,194.24
		TOTAL:			14,194.24
DELL MARKETING LP	7/28/17	DOCK/ADAPTER FOR LAPTOP	GENERAL FUND	ADMINISTRATION	187.58
		TOTAL:			187.58
DEWILD GRANT RECKERT AND ASSOC	7/28/17	SCADA ASSISTANCE	ELECTRIC	O-DISTR STATION EXPENS	698.76
	7/28/17	SUB #1 SWITCHGEAR REPLACEM	ELECTRIC	FA DISTR STATION EQUIP	118.00
		TOTAL:			816.76
DUININCK INC	7/28/17	ASPHALT	ELECTRIC	M-DISTR UNDERGRND LINE	1,452.02
		TOTAL:			1,452.02
ECHO GROUP INC	7/28/17	GLUE	ELECTRIC	M-DISTR UNDERGRND LINE	0.30
	7/28/17	GLUE	ELECTRIC	M-DISTR UNDERGRND LINE	162.76
		TOTAL:			163.06
FERGUSON ENTERPRISES INC #226	7/28/17	GLUE -CONDUIT SYSTEM	ELECTRIC	FA DISTR UNDRGRND COND	217.32
		TOTAL:			217.32
FRONTIER COMMUNICATION SERVICES	7/28/17	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	59.55
	7/28/17	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	487.43
	7/28/17	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	179.94
	7/28/17	PHONE SERVICE	GENERAL FUND	ACCOUNTING	66.80
	7/28/17	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	165.52
	7/28/17	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	137.18
	7/28/17	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	25.90
	7/28/17	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	223.35
	7/28/17	PHONE SERVICE	GENERAL FUND	PAVED STREETS	134.09
	7/28/17	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	268.91
	7/28/17	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	196.30
	7/28/17	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	179.61
	7/28/17	PHONE SERVICE	RECREATION	PARK AREAS	154.82
	7/28/17	BAC-FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	95.96
	7/28/17	PHONE SERVICE	LIQUOR	O-GEN MISC	183.18
	7/28/17	PHONE SERVICE	AIRPORT	O-GEN MISC	89.96
	7/28/17	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	125.24
	7/28/17	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	24.84
		TOTAL:			2,798.58
	GARY BRINK ELECTRIC LLC	7/28/17	MOVE METER-ROAD PROJECT	ELECTRIC	M-DISTR METERS
		TOTAL:			1,923.58
GRAHAM TIRE OF WORTHINGTON INC	7/28/17	FIX FLAT TIRE	ELECTRIC	M-DISTR PLANT MISC	26.72

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	26.72
HACH COMPANY	7/28/17	LAB CHEMICALS	WATER	O-PURIFY MISC	461.79
				TOTAL:	461.79
HANCOCK CONCRETE PRODUCTS CO	7/28/17	VAULT - 15KV SYSTEM	ELECTRIC	FA DISTR UNDRGRND COND	6,889.80
				TOTAL:	6,889.80
INTL UNION LOCAL #49	7/28/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	71.88
	7/28/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	75.80
	7/28/17	UNION DUES	RECREATION	NON-DEPARTMENTAL	69.00
	7/28/17	UNION DUES	RECREATION	NON-DEPARTMENTAL	69.00
	7/28/17	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	15.22
	7/28/17	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	15.42
	7/28/17	UNION DUES	WATER	NON-DEPARTMENTAL	98.74
	7/28/17	UNION DUES	WATER	NON-DEPARTMENTAL	97.52
	7/28/17	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	120.23
	7/28/17	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	119.20
	7/28/17	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	4.43
	7/28/17	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	2.56
				TOTAL:	759.00
JERRY'S AUTO SUPPLY	7/28/17	FITTINGS	ELECTRIC	O-DISTR UNDERGRND LINE	10.07
				TOTAL:	10.07
KOLANDER BRIAN	7/28/17	REIMBURSE - GFOA INVEST	GENERAL FUND	ACCOUNTING	301.07
				TOTAL:	301.07
LARSON CRANE SERVICE INC	7/28/17	SETTING VAULT-EAST AVE	ELECTRIC	FA DISTR LINE TRANSFOR	350.00
				TOTAL:	350.00
LAW ENF LABOR SERV INC #4	7/28/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	563.50
	7/28/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	563.50
				TOTAL:	1,127.00
METERING & TECHNOLOGY SOLUTIONS	7/28/17	192 ORION METER MODULES	WATER	FA DISTR METERS	16,230.49
				TOTAL:	16,230.49
MIDWESTERN MECHANICAL INC	7/28/17	WATER PLANT BACKFLOW PREVE	WATER	M-PURIFY EQUIPMENT	150.00
				TOTAL:	150.00
MINNESOTA BENEFIT ASSOCIATION	7/28/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	56.50
	7/28/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	56.50
	7/28/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	47.78
	7/28/17	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	47.78
	7/28/17	INSURANCE	GENERAL FUND	PAVED STREETS	77.34
	7/28/17	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	96.67
	7/28/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	41.84
	7/28/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	41.84
	7/28/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	24.62
	7/28/17	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	24.62
	7/28/17	INSURANCE	RECREATION	PARK AREAS	0.01
	7/28/17	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	7/28/17	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	7/28/17	INSURANCE	WATER	GENERAL ADMIN	32.08
	7/28/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	17.26

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	17.26
	7/28/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	102.01
	7/28/17	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	102.01
	7/28/17	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	96.92
	7/28/17	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	7/28/17	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	96.92
	7/28/17	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.66
	7/28/17	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	7/28/17	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	7/28/17	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	7/28/17	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	7/28/17	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	7/28/17	INSURANCE	ELECTRIC	GENERAL ADMIN	156.10
	7/28/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.49
	7/28/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.49
	7/28/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.40
	7/28/17	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.40
	7/28/17	INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	0.01
	7/28/17	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	19.43
	7/28/17	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	19.43
	7/28/17	INSURANCE	AIRPORT	O-GEN MISC	19.33_
				TOTAL:	1,504.91
MISCELLANEOUS V BREWSTER HEATING &	7/28/17	QUALITY INSTALL CONTRACTOR	ELECTRIC	CUSTOMER INSTALL EXPEN	300.00
FREDERICKSON GLORIA	7/28/17	REFUND OF CREDITS-ACCTS FI	GARBAGE COLLECTION	NON-DEPARTMENTAL	275.74
GRAVON JOYCE	7/28/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	500.00
IMMENS JANE	7/28/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
KUHL MURIEL	7/28/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	500.00
LOWE'S SHEET METAL INC	7/28/17	QUALITY INSTALL CONTRACTOR	ELECTRIC	CUSTOMER INSTALL EXPEN	700.00
MASTBERGEN RICHARD	7/28/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
NELSON MARK	7/28/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
RELIND TRUST	7/28/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	20.00
ROBERT CATHERINE	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	19.57
ROBERT CATHERINE	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.43
SCHWALBACH HARDWARE	7/28/17	QUALITY INSTALL CONTRACTOR	ELECTRIC	CUSTOMER INSTALL EXPEN	200.00
SIGALA MAYRA L	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	146.90
SIGALA MAYRA L	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	1.13
SNEDEKER SHARIA B	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	29.92
SNEDEKER SHARIA B	7/28/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.16
SOTO JOSE	7/28/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
VONHOLTUM MARY	7/28/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
WOODBURY JEROME	7/28/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	16.00_
				TOTAL:	4,984.85
MN CHILD SUPPORT PAYMENT CTR	7/28/17	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	304.56_
				TOTAL:	304.56
NCPERS MINNESOTA 851801	7/28/17	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	158.64
	7/28/17	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	159.51
	7/28/17	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	16.00
	7/28/17	LIFE INS	RECREATION	NON-DEPARTMENTAL	32.00
	7/28/17	LIFE INS	RECREATION	NON-DEPARTMENTAL	32.00
	7/28/17	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	7/28/17	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.55
	7/28/17	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.06
	7/28/17	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.26

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	LIFE INS	WATER	NON-DEPARTMENTAL	23.89
	7/28/17	LIFE INS	WATER	NON-DEPARTMENTAL	23.44
	7/28/17	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.77
	7/28/17	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.90
	7/28/17	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	7/28/17	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.96
	7/28/17	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.38
	7/28/17	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	7/28/17	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	7/28/17	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	7/28/17	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
			TOTAL:		656.00
NEW VISION CO-OP	7/28/17	HERBICIDE	WATER	O-PURIFY MISC	184.56_
			TOTAL:		184.56
NICKEL & ASSOC INS AGENCY	7/28/17	BOILER MACHINERY	ELECTRIC	O-SOURCE MISC	35,833.00_
			TOTAL:		35,833.00
MMN PEIP	7/28/17	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	8,003.44
	7/28/17	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	8,078.00
	7/28/17	OLSEN JULY	GENERAL FUND	NON-DEPARTMENTAL	136.74
	7/28/17	OLSEN JULY	GENERAL FUND	NON-DEPARTMENTAL	136.74
	7/28/17	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	2,219.14
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	594.60
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	594.60
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	694.63
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	694.63
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	844.28
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	844.28
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	700.60
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	700.60
	7/28/17	OLSEN JULY	GENERAL FUND	ACCOUNTING	546.98
	7/28/17	OLSEN JULY	GENERAL FUND	ACCOUNTING	546.98
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,176.19
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,283.40
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	803.02
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	803.02
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	107.46
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	111.49
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	12,993.86
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	14.77
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	12,852.49
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	156.14
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,581.86
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,581.85
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,581.85
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,581.86
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	154.01
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	148.65
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	1,702.59
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	2,092.62
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	410.25
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	423.13
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	HEALTH INS ADMIN	GENERAL FUND	MISC SPECIAL DAYS/EVEN	324.77
	7/28/17	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	148.65
	7/28/17	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	148.65
	7/28/17	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	222.97
	7/28/17	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	222.97
	7/28/17	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	1,029.06
	7/28/17	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	1,029.06
	7/28/17	INSURANCE	RECREATION	NON-DEPARTMENTAL	150.20
	7/28/17	HEALTH INS ADMIN	RECREATION	SOCCER COMPLEX	546.98
	7/28/17	HEALTH INS ADMIN	RECREATION	SOCCER COMPLEX	546.98
	7/28/17	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,487.44
	7/28/17	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,757.46
	7/28/17	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	893.75
	7/28/17	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	623.73
	7/28/17	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.55
	7/28/17	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.61
	7/28/17	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	35.83
	7/28/17	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.16
	7/28/17	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	61.53
	7/28/17	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	60.76
	7/28/17	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	246.14
	7/28/17	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	243.06
	7/28/17	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	250.89
	7/28/17	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	266.83
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	17.37
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	12.09
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	6.84
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	LAKE ST 3RDT06TH TRAIL	58.29
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	LAKE ST 3RDT06TH TRAIL	71.79
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	91.87
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	132.43
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	70.86
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	HUMISTON AVE & 5TH AVE	626.44
	7/28/17	HEALTH INS ADMIN	IMPROVEMENT CONST	HUMISTON AVE & 5TH AVE	882.08
	7/28/17	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	627.97
	7/28/17	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	613.54
	7/28/17	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	22.44
	7/28/17	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	12.91
	7/28/17	HEALTH INS ADMIN	WATER	O-PUMPING	95.02
	7/28/17	HEALTH INS ADMIN	WATER	O-PUMPING	164.65
	7/28/17	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	337.60
	7/28/17	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	311.82
	7/28/17	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	7/28/17	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	7/28/17	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	664.68
	7/28/17	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	722.17
	7/28/17	HEALTH INS ADMIN	WATER	O-DISTR MISC	714.96
	7/28/17	HEALTH INS ADMIN	WATER	O-DISTR MISC	265.71
	7/28/17	HEALTH INS ADMIN	WATER	M-TRANS MAINS	96.95
	7/28/17	HEALTH INS ADMIN	WATER	M-TRANS MAINS	412.60
	7/28/17	HEALTH INS ADMIN	WATER	GENERAL ADMIN	82.05
	7/28/17	HEALTH INS ADMIN	WATER	GENERAL ADMIN	74.30
	7/28/17	HEALTH INS ADMIN	WATER	ADMIN OFFICE SUPPLIES	3.23
	7/28/17	HEALTH INS ADMIN	WATER	ACCTS-METER READING	54.70
	7/28/17	HEALTH INS ADMIN	WATER	ACCTS-METER READING	107.38
	7/28/17	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	168.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	168.20
	7/28/17	HEALTH INS ADMIN	WATER	PROJECT #1	520.81
	7/28/17	HEALTH INS ADMIN	WATER	PROJECT #1	241.69
	7/28/17	HEALTH INS ADMIN	WATER	PROJECT #6	86.44
	7/28/17	HEALTH INS ADMIN	WATER	PROJECT #9	34.73
	7/28/17	HEALTH INS ADMIN	WATER	PROJECT #9	324.96
	7/28/17	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,351.73
	7/28/17	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,306.58
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	208.39
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	208.39
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	134.27
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	85.94
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	486.24
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	486.24
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	691.21
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	591.97
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	725.13
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	709.98
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	49.60
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.87
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	661.39
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	238.11
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MISC	367.95
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	555.53
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	674.07
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	65.64
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	59.44
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.23
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	138.28
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	138.28
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #6	99.16
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #6	7.06
	7/28/17	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #15	45.41
	7/28/17	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,142.28
	7/28/17	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	1,142.79
	7/28/17	INSURANCE	ELECTRIC	NON-DEPARTMENTAL	273.48
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-SOURCE GENERATION	42.72
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR SUPER & ENG	1.69
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	164.09
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	268.46
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	1,030.95
	7/28/17	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	266.14
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-SOURCE STRUCTURES	54.70
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	82.05
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	23.20
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	68.86
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	100.37
	7/28/17	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	306.41
	7/28/17	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	399.29
	7/28/17	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	361.59
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ADMIN OFFICE SUPPLIES	32.28
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	54.70
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	118.98
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	757.90
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	757.91
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	148.64

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	148.64
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	658.82
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	1,418.59
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	134.94
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR UNDRGRND COND	464.36
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR ST LITE & SIG	117.51
	7/28/17	HEALTH INS ADMIN	ELECTRIC	FA DISTR METERS	29.46
	7/28/17	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	51.60
	7/28/17	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	24.01
	7/28/17	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	95.76
	7/28/17	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	82.39
	7/28/17	HEALTH INS ADMIN	STORM WATER MANAGE	STREET CLEANING	78.14
	7/28/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #13	26.05
	7/28/17	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #13	59.32
	7/28/17	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	222.96
	7/28/17	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	222.96
	7/28/17	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	891.90
	7/28/17	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	891.90
	7/28/17	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	3.13
	7/28/17	HEALTH INS ADMIN	AIRPORT	PROJECT #5	34.75-
	7/28/17	HEALTH INS ADMIN	AIRPORT	PROJECT #5	52.10
	7/28/17	HEALTH INS ADMIN	AIRPORT	PROJECT #5	17.37-
	7/28/17	HEALTH INS ADMIN	AIRPORT	PROJECT #5	17.37
	7/28/17	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	331.35
	7/28/17	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	331.35
	7/28/17	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,099.92
	7/28/17	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,099.92_
				TOTAL:	118,040.16
PROFESSIONAL CREDIT ANALYSTS OF MINNES	7/28/17	WINTERIZE CLUBHOUSE -SCHWA	RECREATION	GOLF COURSE-GREEN	311.20_
				TOTAL:	311.20
ROOS ERIC	7/28/17	REIMBURSE-FUEL PICKUP NEW	WATER	M-TRANS MAINS	25.00_
				TOTAL:	25.00
SAYVEO LUCKY	7/28/17	BOOTS	GENERAL FUND	POLICE ADMINISTRATION	69.99_
				TOTAL:	69.99
SECURE BENEFITS SYSTEMS CORP	7/28/17	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	55.71
	7/28/17	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	56.07
	7/28/17	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,040.14
	7/28/17	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,042.48
	7/28/17	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,399.98
	7/28/17	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,405.58
	7/28/17	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	7/28/17	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	9.00
	7/28/17	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	9.00
	7/28/17	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	324.16
	7/28/17	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	324.16
	7/28/17	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.81
	7/28/17	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.55
	7/28/17	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	36.55
	7/28/17	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	71.61
	7/28/17	ADMIN FEE	WATER	NON-DEPARTMENTAL	0.71
	7/28/17	ADMIN FEE	WATER	NON-DEPARTMENTAL	0.63
	7/28/17	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	34.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	31.06
	7/28/17	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	12.22
	7/28/17	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.53
	7/28/17	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	137.50
	7/28/17	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	137.50
	7/28/17	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	380.65
	7/28/17	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	348.75
	7/28/17	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	7/28/17	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	7/28/17	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	104.16
	7/28/17	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	104.16
	7/28/17	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	97.32
	7/28/17	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	97.32
	7/28/17	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.50
	7/28/17	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.25
	7/28/17	CHILD CARE	STORM WATER MANAGE	NON-DEPARTMENTAL	2.34
	7/28/17	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	12.25
	7/28/17	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	9.91
	7/28/17	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	7/28/17	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	7/28/17	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	79.17
	7/28/17	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	79.17
	7/28/17	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.31
	7/28/17	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.23
	7/28/17	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	6.69
	7/28/17	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	4.17
	7/28/17	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	7/28/17	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	7/28/17	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00
	7/28/17	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00_
				TOTAL:	7,679.74
VERIZON WIRELESS	7/28/17	WIRELESS PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	660.93
	7/28/17	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	82.31
	7/28/17	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	82.31
	7/28/17	WIRELESS PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	50.74
	7/28/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.57
	7/28/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	50.74
	7/28/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	28.57
	7/28/17	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.57
	7/28/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.57
	7/28/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	38.57
	7/28/17	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.74
	7/28/17	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	50.74
	7/28/17	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	60.74
	7/28/17	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	39.77
	7/28/17	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	50.74_
				TOTAL:	1,352.61
WAL MART BUSINESS/SYNCR	7/28/17	SHOP SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	103.27
	7/28/17	SHOP SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	21.35_
				TOTAL:	124.62
WAL MART COMMUNITY/RFCSLLC	7/28/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	14.32
	7/28/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	18.60
	7/28/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/28/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	2.94
	7/28/17	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	14.94
	7/28/17	MOVIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	53.60
	7/28/17	MOVIE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	21.43_
				TOTAL:	150.04
MONTE WALKER	7/28/17	DRU'S	ELECTRIC	FA DISTR METERS	178.03_
				TOTAL:	178.03
WESCO RECEIVABLES CORP	7/28/17	TAPE FOR PROJECTS	ELECTRIC	FA DISTR UNDRGRND COND	432.84_
				TOTAL:	432.84
WORTHINGTON AREA UNITED WAY	7/28/17	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	18.00
	7/28/17	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	18.00
	7/28/17	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00
	7/28/17	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00_
				TOTAL:	40.00
ZEP SALES & SERVICE-ACUITY SPECIALTY P	7/28/17	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	1,063.14_
				TOTAL:	1,063.14

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

101	GENERAL FUND	82,514.67
202	MEMORIAL AUDITORIUM	1,018.57
211	WRH	66.09
229	RECREATION	9,711.54
231	ECONOMIC DEV AUTHORITY	172.11
321	PIR/TRUNKS	618.64
401	IMPROVEMENT CONST	2,643.26
601	WATER	25,579.58
602	MUNICIPAL WASTEWATER	12,005.27
604	ELECTRIC	82,525.05
606	STORM WATER MANAGEMENT	455.68
609	LIQUOR	2,651.10
612	AIRPORT	141.17
702	DATA PROCESSING	3,217.12
873	GARBAGE COLLECTION	275.74

 GRAND TOTAL: 223,595.59

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS EQUIPMENT INC	8/04/17	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ENGINEERING ADMIN	52.34
	8/04/17	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ECONOMIC DEVELOPMENT	52.34
		TOTAL:			104.68
AMERICAN WATER ENTERPRISES ENVMENTAL M	8/04/17	CONTRACT OPERATIONS-WWTF M	INDUSTRIAL WASTEWA	O-PURIFY MISC	49,593.79
		TOTAL:			49,593.79
CEMSTONE CONCRETE MATERIALS LLC	8/04/17	CONCRETE REPAIRS	WATER	M-TRANS MAINS	902.75
		TOTAL:			902.75
CITY OF WORTHINGTON	8/04/17	JURY DUTY MILEAGE	GENERAL FUND	NON-DEPARTMENTAL	4.86
	8/04/17	TAPE FLAGGING	GENERAL FUND	ENGINEERING ADMIN	2.79
	8/04/17	RULE TAPE	GENERAL FUND	ENGINEERING ADMIN	29.98
	8/04/17	WALL THERMOMETER	GENERAL FUND	ENGINEERING ADMIN	6.99
	8/04/17	TAPE MEASURE	GENERAL FUND	ECONOMIC DEVELOPMENT	19.32
	8/04/17	3 VEHICLE TABS, DUPLICATE	GENERAL FUND	POLICE ADMINISTRATION	50.25
	8/04/17	POSTAGE-OVERNITE TITLE	GENERAL FUND	POLICE ADMINISTRATION	23.75
	8/04/17	RECORD EASEMENT	GENERAL FUND	CLEAN WATER PARTNER	46.00
		TOTAL:			183.94
CULLIGAN WATER COND CO	8/04/17	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	64.24
	8/04/17	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	8/04/17	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	8/04/17	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	8/04/17	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	13.00
	8/04/17	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	8/04/17	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	8/04/17	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	38.83
		TOTAL:			212.57
DEPUTY REGISTER #33	8/04/17	REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	41.00
		TOTAL:			41.00
FASTENAL COMPANY	8/04/17	CABLE TIES	RECREATION	PARK AREAS	2.02
	8/04/17	FIRST AID KIT SUPPLIES	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	1,452.73
		TOTAL:			1,454.75
FREEDOM MAILING SERVICES INC	8/04/17	CASS CERTIFICATION	WATER	ACCTS-RECORDS & COLLEC	22.22
	8/04/17	CASS CERTIFICATION	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	22.21
	8/04/17	CASS CERTIFICATION	ELECTRIC	ACCTS-RECORDS & COLLEC	44.43
		TOTAL:			88.86
GOPHER STATE ONE CALL INC	8/04/17	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	49.28
	8/04/17	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	49.27
	8/04/17	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	98.55
		TOTAL:			197.10
HAWKINS INC	8/04/17	TREATMENT CHEMICAL	WATER	O-PURIFY	5,810.62
		TOTAL:			5,810.62
HOWE INC	8/04/17	ANNUAL FIRE SPRINKLER INSP AIRPORT		O-GEN MISC	450.00
		TOTAL:			450.00
INTEGRITY AVIATION INC	8/04/17	REIMBURSE NEW MODEM, SOFTW AIRPORT		O-GEN MISC	520.00
		TOTAL:			520.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JOHNSON JEWELRY INC	8/04/17	ENGRAVING (WATER/LIGHT COM	ELECTRIC	ADMIN MISC	6.00_
				TOTAL:	6.00
LAMPERTS YARDS INC-2602004	8/04/17	FORMING LUMBER	GENERAL FUND	PAVED STREETS	27.08
	8/04/17	3RD & LAKE ST MURALS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	182.35
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	1,817.10
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	251.70
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	38.99
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	5.14
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	20.97
	8/04/17	SOCCER FIELD MAINT BLDG	RECREATION	SOCCER COMPLEX	23.72
	8/04/17	SILICONE	RECREATION	PARK AREAS	10.58
	8/04/17	BIT	RECREATION	PARK AREAS	8.79
	8/04/17	OLSON SHELTER TABLES	RECREATION	OLSON PARK CAMPGROUND	26.41_
				TOTAL:	2,412.83
LINCOLN-PIESTONE RURAL WATER SYSTEM	8/04/17	WATER PURCHASES-JULY EAST	WATER	O-SOURCE MISC	40,389.92
	8/04/17	WATER PURCHASES-JULY WEST	WATER	O-SOURCE MISC	32,924.64_
				TOTAL:	73,314.56
MARCO	8/04/17	SERVICE/SUPPLY-SHARP MX500	WATER	ACCTS-RECORDS & COLLEC	385.79
	8/04/17	SERVICE/SUPPLY -PRINTERS	WATER	ACCTS-RECORDS & COLLEC	83.61
	8/04/17	SERVICE/SUPPLY-SHARP MX500	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	385.79
	8/04/17	SERVICE/SUPPLY -PRINTERS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	83.60
	8/04/17	SERVICE/SUPPLY-SHARP MX500	ELECTRIC	ACCTS-RECORDS & COLLEC	771.58
	8/04/17	SERVICE/SUPPLY -PRINTERS	ELECTRIC	ACCTS-RECORDS & COLLEC	167.21_
				TOTAL:	1,877.58
MINNESOTA ENERGY RESOURCES CORP	8/04/17	GAS SERVICE	GENERAL FUND	PAVED STREETS	18.50
	8/04/17	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	88.04
	8/04/17	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	48.00
	8/04/17	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	219.20
	8/04/17	GAS SERVICE	AIRPORT	O-GEN MISC	60.47
	8/04/17	GAS SERVICE	AIRPORT	O-GEN MISC	57.38_
				TOTAL:	491.59
MINNESOTA RESORT & CAMPGROUND ASSOC	8/04/17	MEMBERSHIP	RECREATION	OLSON PARK CAMPGROUND	499.40_
				TOTAL:	499.40
MISCELLANEOUS V ALVARADO ALCANTARA RIT	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	38.58
ALVARADO ALCANTARA RIT	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.14
BAUMGARD COLE	8/04/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	45.00
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.21
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	55.00
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	0.25
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.43
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	GARBAGE COLLECTION	NON-DEPARTMENTAL	30.00
EASTERDAY LISA M	8/04/17	REFUND OF DEPOSITS-ACCTS F	GARBAGE COLLECTION	ACCTS-RECORDS & COLLEC	0.14
GONZALEZ DELGADO MAURA	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	24.04
GONZALEZ DELGADO MAURA	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.44
HOKENESS WILLIAM	8/04/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00
KOOB ALYSSA A	8/04/17	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	92.96
NOBLES CTY COMMUNITY S	8/04/17	REFUND OF CREDITS-PORTER	ELECTRIC	NON-DEPARTMENTAL	95.90
PACKERS SANITATION SRV	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	115.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
PACKERS SANITATION SRV	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	1.41
PORTER JOSIAH S	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
PORTER JOSIAH S	8/04/17	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.32
SODERHOLM JOYCE	8/04/17	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	500.00
WORTHINGTON HOUSING	8/04/17	REFUND OF CREDITS-EASTERDA	ELECTRIC	NON-DEPARTMENTAL	126.09_
				TOTAL:	2,366.01
MORRIS ELECTRONICS INC	8/04/17	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	18.75
	8/04/17	SYMANTEC MESSAGING RENEWAL	WATER	ACCTS-RECORDS & COLLEC	112.27
	8/04/17	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	18.75
	8/04/17	SYMANTEC MESSAGING RENEWAL	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	112.28
	8/04/17	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	37.50
	8/04/17	SYMANTEC MESSAGING RENEWAL	ELECTRIC	ACCTS-RECORDS & COLLEC	224.55_
				TOTAL:	524.10
NALCO COMPANY	8/04/17	PHOSPHATE	WATER	O-PURIFY	5,323.50_
				TOTAL:	5,323.50
ONE OFFICE SOURCE	8/04/17	KEYBOARD AND MOUSE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	62.56
	8/04/17	REPORT COVERS	ELECTRIC	O-DISTR SUPER & ENG	39.49_
				TOTAL:	102.05
PELLEGRINO FIRE EXTINGUISHER SALES	8/04/17	YEARLY EXTINGUISHER CERT	AIRPORT	O-GEN MISC	477.50_
				TOTAL:	477.50
RUNNINGS SUPPLY INC-ACCT#9502485	8/04/17	NIGHT TO UNITE	GENERAL FUND	POLICE ADMINISTRATION	3.89
	8/04/17	GLOVES, FLAGS	GENERAL FUND	PAVED STREETS	20.98
	8/04/17	FITTINGS, RAGS	RECREATION	SOCCER COMPLEX	41.89
	8/04/17	TRASH BAGS	RECREATION	SOCCER COMPLEX	8.79
	8/04/17	COUPLINGS	RECREATION	SOCCER COMPLEX	1.56
	8/04/17	FLAGS, HITCH	RECREATION	GOLF COURSE-GREEN	46.21
	8/04/17	GRINDING WHEEL	RECREATION	PARK AREAS	7.77_
				TOTAL:	131.09
TRI-STATE RENTAL CENTER	8/04/17	INFLATABLE FOR NIGHT TO UN	GENERAL FUND	POLICE ADMINISTRATION	125.00
	8/04/17	LIGHT TOWER	GENERAL FUND	PAVED STREETS	150.00
	8/04/17	LIQUID CARBON DIOXIDE-SERV	WATER	O-DIST UNDERGRND LINES	38.15_
				TOTAL:	313.15
VERIZON WIRELESS	8/04/17	WIRELESS PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.29
	8/04/17	WIRELESS PHONE SERVICE	GENERAL FUND	ADMINISTRATION	73.91
	8/04/17	WIRELESS PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.60
	8/04/17	WIRELESS PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	32.49
	8/04/17	AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	630.24
	8/04/17	WIRELESS PHONE SERVICE	GENERAL FUND	PAVED STREETS	109.48
	8/04/17	WIRELESS PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.29
	8/04/17	WIRELESS PHONE SERVICE	RECREATION	PARK AREAS	36.29
	8/04/17	WIRELESS PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.29_
				TOTAL:	1,048.88

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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

101	GENERAL FUND	1,945.17
202	MEMORIAL AUDITORIUM	31.29
229	RECREATION	2,966.66
231	ECONOMIC DEV AUTHORITY	48.00
601	WATER	86,124.71
602	MUNICIPAL WASTEWATER	1,026.91
604	ELECTRIC	3,663.55
605	INDUSTRIAL WASTEWATER	49,593.79
612	AIRPORT	1,565.35
703	SAFETY PROMO/LOSS CTRL	1,452.73
873	GARBAGE COLLECTION	30.14

GRAND TOTAL: 148,448.30

TOTAL PAGES: 4

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCESS FAMILY MEDICAL CLINIC	8/11/17	VACCINATIONS	GENERAL FUND	POLICE ADMINISTRATION	151.00_
				TOTAL:	151.00
ADVANCED ENGINEERING AND ENVIRONMENTAL	8/11/17	CD 12 FLOOD MITIGATION	STORM WATER MANAGE	PROJECT #24	3,528.55_
				TOTAL:	3,528.55
AMERICAN BOTTLING COMPANY	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	133.02_
				TOTAL:	133.02
AMERICAN ENGINEERING TESTING INC	8/11/17	MCMILLAN/RYAN'S RD IMPROVE	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	1,614.10_
				TOTAL:	1,614.10
AMERICAN LEGAL PUBLISHING CORPORATION	8/11/17	CODE OF ORDINANCES-INTERNE	GENERAL FUND	CLERK'S OFFICE	495.00_
				TOTAL:	495.00
AMERIPRIDE	8/11/17	4 WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	113.62_
				TOTAL:	113.62
ANDERSON ALIGNMENT INC	8/11/17	UNIT 411 OIL CHNAGE, DOT I	GENERAL FUND	PAVED STREETS	132.00
	8/11/17	UNIT 411 OIL CHNAGE, DOT I	GENERAL FUND	PAVED STREETS	276.45
	8/11/17	UNIT 411 OIL CHNAGE, DOT I	GENERAL FUND	PAVED STREETS	467.00_
				TOTAL:	875.45
ARCTIC GLACIER USA INC	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	77.59
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	131.76
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	177.59
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	153.86
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	71.50
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	178.75
	8/11/17	ICE	LIQUOR	NON-DEPARTMENTAL	94.92_
				TOTAL:	885.97
ARNOLD MOTOR SUPPLY	8/11/17	OIL	RECREATION	SOCCER COMPLEX	33.96
	8/11/17	RAGS, CLEANER	RECREATION	SOCCER COMPLEX	17.98
	8/11/17	LITHIUM	ELECTRIC	O-DISTR UNDERGRND LINE	5.93_
				TOTAL:	57.87
ARTISAN BEER COMPANY	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	391.20
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	74.70
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	119.75
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	133.15_
				TOTAL:	718.80
ATLANTIC COCA-COLA	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	455.44_
				TOTAL:	455.44
BAHRS SMALL ENGINE	8/11/17	CHAINS	RECREATION	TREE REMOVAL	85.89
	8/11/17	SHARPEN CHAINS	RECREATION	TREE REMOVAL	40.00_
				TOTAL:	125.89
BANNER ASSOCIATES INC	8/11/17	HIGH SERVICE PUMP STATION	WATER	FA PURIFY EQUIPMENT	8,532.50_
				TOTAL:	8,532.50
BAXTER'S FRAME WORKS AND BADGE FRAME	8/11/17	LIFE SAVING RECOGNITION PL	GENERAL FUND	POLICE ADMINISTRATION	147.92_
				TOTAL:	147.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BECKER ARENA PRODUCTS INC	8/11/17	ROLLER HOCKEY COURT	RECREATION	PARK AREAS	5,021.84_
				TOTAL:	5,021.84
BELLBOY CORP	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,084.97
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	792.72
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	46.00
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	7.67_
				TOTAL:	2,931.36
BEVERAGE WHOLESALERS INC	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	10,686.66
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	19.20
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	5,452.00
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	15.60
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	8,782.76
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	8,203.55
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	12.84
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	1,164.80
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	7,689.59
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	15.60
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	9,888.25
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	6,155.76
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	143.60_
				TOTAL:	58,230.21
BHBS MARKETING LLC	8/11/17	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,146.44_
				TOTAL:	8,146.44
BIOVERSE INC	8/11/17	ALGAECIDE FOR SOCCER FIELD RECREATION		SOCCER COMPLEX	96.00_
				TOTAL:	96.00
BLR-BUSINESS & LEGAL RESOURCES	8/11/17	FAIR LABOR STANDARDS HANDB	GENERAL FUND	ACCOUNTING	536.99_
				TOTAL:	536.99
BOLTJES INC	8/11/17	PICKLE BALL COURT FENCING	RECREATION	PARK AREAS	3,455.00_
				TOTAL:	3,455.00
BORDER STATES ELECTRIC SUPPLY	8/11/17	GREEN MARKING PAINT	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	72.00
	8/11/17	GREEN MARKING PAINT	STORM WATER MANAGE	STORM DRAINAGE	72.00_
				TOTAL:	144.00
BREKTHRU BEVERAGE MINNESOTA BEER LLC	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	369.00
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,501.05
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	184.00
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	27.70
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	56.00
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,213.27
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	164.53
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	292.10
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,333.38
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10.14_
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	69.53
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	55.81
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	11.56_
				TOTAL:	10,271.49

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BUFFALO BILLFOLD COMPANY	8/11/17	2016 EMPLOYEE AWARDS	GENERAL FUND	MAYOR AND COUNCIL	319.20_
				TOTAL:	319.20
C&S CHEMICALS INC	8/11/17	4,168 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,855.72
	8/11/17	4,123 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,803.30_
				TOTAL:	9,659.02
CARLOS CREEK WINERY	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	564.00_
				TOTAL:	564.00
CEMSTONE CONCRETE MATERIALS LLC	8/11/17	STREET PATCHES	GENERAL FUND	PAVED STREETS	844.00
	8/11/17	STREET PATCHES	GENERAL FUND	PAVED STREETS	844.00
	8/11/17	STREET PATCHES	GENERAL FUND	PAVED STREETS	929.50
	8/11/17	STREET REPAIR	GENERAL FUND	PAVED STREETS	555.00
	8/11/17	STREET REPAIR	GENERAL FUND	PAVED STREETS	662.00
	8/11/17	REPAIRS	WATER	M-TRANS MAINS	501.50_
				TOTAL:	4,336.00
CENTER SPORTS INC	8/11/17	EMPLOYEE AWARDS	GENERAL FUND	MAYOR AND COUNCIL	67.58
	8/11/17	CENT SOFTBALL FIELD PLATE	RECREATION	RECREATION PROGRAMS	64.00_
				TOTAL:	131.58
CHAMBER OF COMMERCE	8/11/17	LODGING TAX-JUNE	TOURISM PROMOTION	LODGING TAX/TOURISM	18,215.97_
				TOTAL:	18,215.97
CLARKE ENVIRONMENTAL MOSQUITO MANAGEME	8/11/17	MOSQUITO SPRAYING	GENERAL FUND	PAVED STREETS	2,832.50
	8/11/17	MOSQUITO SPRAYING	GENERAL FUND	PAVED STREETS	2,832.50_
				TOTAL:	5,665.00
COMMUNITY EDUCATION	8/11/17	FALL COMMUNITY ED CATALOG	GENERAL FUND	CENTER FOR ACTIVE LIVI	250.00_
				TOTAL:	250.00
COOPERATIVE ENERGY CO- ACCT # 5910807	8/11/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	56.44
	8/11/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	46.70
	8/11/17	GAS	GENERAL FUND	PAVED STREETS	1.38
	8/11/17	WEEDEATER GAS	RECREATION	PARK AREAS	13.04
	8/11/17	MOWER SUPERLUBE 10W30	RECREATION	PARK AREAS	130.68
	8/11/17	SAW GAS	RECREATION	TREE REMOVAL	6.86_
				TOTAL:	255.10
COOPERATIVE ENERGY COMPANY 02642198	8/11/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	60.00
	8/11/17	FUEL	GENERAL FUND	FIRE ADMINISTRATION	112.05_
				TOTAL:	172.05
CRYSTEEL TRUCK EQUIPMENT INC	8/11/17	#407 DUMP TRUCK BOX, PLOW,	GENERAL FUND	PAVED STREETS	87,758.97
	8/11/17	#205 DUMP BOX & INSTALL	WATER	FA TRANSPORTATION EQUI	24,782.48_
				TOTAL:	112,541.45
CUNNINGHAM GROUP ARCHITECTURE INC	8/11/17	DESIGN GUIDELINES	GENERAL FUND	ECONOMIC DEVELOPMENT	7,940.00_
				TOTAL:	7,940.00
DACOTAH PAPER CO	8/11/17	BAGS	LIQUOR	O-GEN MISC	477.19
	8/11/17	BAGS	LIQUOR	O-GEN MISC	59.64
	8/11/17	BAGS	LIQUOR	O-GEN MISC	360.73_
				TOTAL:	897.56

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DAILY GLOBE	8/11/17	NEWSPAPERS	LIQUOR	NON-DEPARTMENTAL	25.60_
				TOTAL:	25.60
DEPARTMENT OF FINANCE	8/11/17	SEIZED PROPERTY-JUCHEM/SAM PD TASK FORCE		BUFFALO RIDGE DRUG TAS	25.70_
				TOTAL:	25.70
DEPARTMENT OF LABOR AND INDUSTRY	8/11/17	ANNUAL ELEVATOR OPERATOR	GENERAL FUND	GENERAL GOVT BUILDINGS	100.00_
				TOTAL:	100.00
DESLAURIERS INC	8/11/17	4" TEST CYLINDERS	GENERAL FUND	ENGINEERING ADMIN	35.39
	8/11/17	4" TEST CYLINDERS	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	35.40_
				TOTAL:	70.79
DIAMOND VOGEL PAINT	8/11/17	INT'L FESTIVAL MURAL	GENERAL FUND	MISC SPECIAL DAYS/EVEN	279.54
	8/11/17	MURAL	GENERAL FUND	MISC SPECIAL DAYS/EVEN	27.84
	8/11/17	OLSON BRIDGE	RECREATION	OLSON PARK CAMPGROUND	30.08
	8/11/17	OLSON BRIDGE	RECREATION	OLSON PARK CAMPGROUND	118.47
	8/11/17	OLSON SHELTER HOUSE	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	166.96_
				TOTAL:	622.89
DOLL DISTRIBUTING LLC	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	449.10
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	24.00
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	13,655.10
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	5,612.10
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	45.00
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	12,178.47
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	120.25-
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	232.00
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	6,313.20
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	5,320.40
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	45.00_
				TOTAL:	43,754.12
DREALAN KVILHAUG HOEFKER & CO PA	8/11/17	FINANCIAL STMNTS, FED GRAN	GENERAL FUND	AUDITS AND BUDGETS	23,480.00_
				TOTAL:	23,480.00
DUININCK INC	8/11/17	MCMILLAN/RYAN #1	IMPROVEMENT CONST	NON-DEPARTMENTAL	11,066.99-
	8/11/17	MCMILLAN/RYAN #1	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	221,339.76
	8/11/17	'17 CONCRETE RESTORE #2	WATER	NON-DEPARTMENTAL	3,688.50-
	8/11/17	'17 SEWER/WATER RECON #2	WATER	NON-DEPARTMENTAL	7,308.85-
	8/11/17	'17 SEWER/WATER RECON #2	WATER	PROJECT #1	146,176.99
	8/11/17	'17 CONCRETE RESTORE #2	WATER	PROJECT #9	73,770.00
	8/11/17	'17 CONCRETE RESTORE #2	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	357.95
	8/11/17	'17 CONCRETE RESTORE #2	MUNICIPAL WASTEWAT	PROJECT #6	8,974.00
	8/11/17	'17 CONCRETE RESTORE #2	STORM WATER MANAGE	NON-DEPARTMENTAL	1,943.80-
	8/11/17	'17 CONCRETE RESTORE #2	STORM WATER MANAGE	PROJECT #13	38,876.00_
				TOTAL:	465,486.56
ECHO GROUP INC	8/11/17	TOGGLE SWITCH REPAIR-LAB	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	12.37
	8/11/17	RUN INDICATOR LIGHT BULBS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	61.80
	8/11/17	LIGHTS	AIRPORT	O-GEN MISC	257.55_
				TOTAL:	331.72
EMAGINE LLC	8/11/17	ANNUAL WEBSITE HOSTING	ELECTRIC	ACCTS-INFO & INSTR ADV	262.90_
				TOTAL:	262.90

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
FASTENAL COMPANY	8/11/17	BIT	RECREATION	PARK AREAS	13.69_
				TOTAL:	13.69
FIFE WATER SERVICES INC	8/11/17	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,956.40
	8/11/17	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,201.40_
				TOTAL:	22,157.80
FINANCE AND COMMERCE	8/11/17	LEGAL SERVICES-BIDS	GENERAL FUND	ENGINEERING ADMIN	30.08
	8/11/17	EMINENT DOMAIN COUNCIL	GENERAL FUND	ENGINEERING ADMIN	252.00_
				TOTAL:	282.08
FLAGSHIP RECREATION LLC	8/11/17	PIRTLES SCOOP	RECREATION	PARK AREAS	14.32_
				TOTAL:	14.32
FORUM COMMUNICATIONS COMPANY	8/11/17	RESOLUTIONS	GENERAL FUND	CLERK'S OFFICE	293.25
	8/11/17	PLANNING COMMISSION	GENERAL FUND	ECONOMIC DEVELOPMENT	120.75
	8/11/17	125TH ANNIVERSARY ADS	GENERAL FUND	FIRE ADMINISTRATION	234.75
	8/11/17	RESOLUTION-FEASIBILITY	IMPROVEMENT CONST	N CRAILSHEIM ROAD WATE	43.13
	8/11/17	RESOLUTION-FEASIBILITY	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	43.12
	8/11/17	SMOKE TESTING	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	184.28
	8/11/17	JUNE DAIRY MONTH	LIQUOR	O-GEN MISC	27.00
	8/11/17	JULY LIQUOR ADS-4TH	LIQUOR	O-GEN MISC	375.10
	8/11/17	JULY LIQUOR ADS-LIKE MY PH	LIQUOR	O-GEN MISC	125.00
	8/11/17	JULY LIQUOR ADS-WGTN PROUD	LIQUOR	O-GEN MISC	27.00_
				TOTAL:	1,473.38
FRONTIER COMMUNICATION SERVICES	8/11/17	PHONE SERVICE	WATER	O-PUMPING	30.48
	8/11/17	PHONE SERVICE	WATER	O-PURIFY MISC	68.44
	8/11/17	PHONE SERVICE	WATER	O-DISTR MISC	53.52
	8/11/17	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	26.76
	8/11/17	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	90.93
	8/11/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	353.46
	8/11/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	26.76
	8/11/17	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	41.23
	8/11/17	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	26.76
	8/11/17	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	86.90
	8/11/17	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	67.88
	8/11/17	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	52.24
	8/11/17	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	120.12
	8/11/17	PHONE SERVICE	ELECTRIC	O-DISTR MISC	26.12
	8/11/17	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	62.89
	8/11/17	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	247.34
	8/11/17	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	37.84_
				TOTAL:	1,419.67
GOPHER ALARMS LLC	8/11/17	ALARM MONITORING-BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	128.25_
				TOTAL:	128.25
GOPHER STATE ONE CALL INC	8/11/17	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	67.50
	8/11/17	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	67.50
	8/11/17	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	135.00_
				TOTAL:	270.00
GRAHAM TIRE OF WORTHINGTON INC	8/11/17	NEW TIRES, OIL CHANGE 15-2	GENERAL FUND	POLICE ADMINISTRATION	669.79
	8/11/17	NEW TIRES, OIL CHANGE 15-2	GENERAL FUND	POLICE ADMINISTRATION	11.00
	8/11/17	TUNE UP PUMPER #2	GENERAL FUND	FIRE ADMINISTRATION	198.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/11/17	TORO MOWER TIRE REPAIR, PA RECREATION		PARK AREAS	28.00
	8/11/17	TORO MOWER TIRE REPAIR, PA RECREATION		PARK AREAS	15.00
	8/11/17	TIRE REPAIR MOWER	RECREATION	PARK AREAS	11.24
	8/11/17	TIRE REPAIR MOWER	RECREATION	PARK AREAS	8.50
				TOTAL:	941.53
GRAINGER	8/11/17	PINTLE HITCH	WATER	M-TRANS MAINS	75.69
				TOTAL:	75.69
RODNEY D HARVEY	8/11/17	LETTER UNIT #205 DUMP TRUC	WATER	O-DISTR MISC	105.00
	8/11/17	SUNDAY SIGNAGE	LIQUOR	O-GEN MISC	45.00
				TOTAL:	150.00
HAWKINS INC	8/11/17	2,000 LB CHLORINE CYLINDER	MUNICIPAL WASTEWAT	O-PURIFY MISC	657.00
				TOTAL:	657.00
HENKELS KELLY	8/11/17	ART CLASS & SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	106.92
				TOTAL:	106.92
HY-VEE INC-61609 (UTILITIES)	8/11/17	ZIPLOC BAG-FECAL COLIFORM	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	20.59
				TOTAL:	20.59
HYDRO KLEAN	8/11/17	2017 SEWER TELEVISIONING #1	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	500.00
	8/11/17	2017 SEWER TELEVISIONING #1	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	4,702.02
				TOTAL:	4,202.02
BENJAMIN M MATTISON	8/11/17	WINDOW CLEANING	LIQUOR	O-GEN MISC	32.06
				TOTAL:	32.06
JERRY'S AUTO SUPPLY	8/11/17	ANTIFREEZE	GENERAL FUND	FIRE ADMINISTRATION	40.47
	8/11/17	FLASH LIGHT ON SALE CREDIT	GENERAL FUND	FIRE ADMINISTRATION	3.54
	8/11/17	GAS CAP, FLUID	GENERAL FUND	FIRE ADMINISTRATION	50.77
	8/11/17	JACK, LIGHT	GENERAL FUND	FIRE ADMINISTRATION	129.98
	8/11/17	BLEACH, PROTECTOR, MEGUIAR	GENERAL FUND	FIRE ADMINISTRATION	26.16
	8/11/17	AIR FILTER	RECREATION	PARK AREAS	13.65
	8/11/17	OIL FILTERS	RECREATION	PARK AREAS	38.40
				TOTAL:	295.89
JOBSHQ	8/11/17	LIQUOR STORE, COMM DEVELOP	GENERAL FUND	PERSONNEL & RECRUITMEN	1,665.90
				TOTAL:	1,665.90
JOHNSON BROTHERS LIQUOR CO	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,490.94
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	917.78
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	22.50
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	157.95
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,436.44
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	3,380.76
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	109.95
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,294.48
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,227.17
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	48.00
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,560.66
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,311.40
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	22.50
	8/11/17	BEER	LIQUOR	NON-DEPARTMENTAL	537.10
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	424.32

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	32.30-
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	134.79
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	30.42
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	139.56
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	125.06
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	53.10
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	42.25
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	139.62
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	37.17
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	2.11-
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
				TOTAL:	33,759.18
JOHNSON JEWELRY INC	8/11/17	EMPLOYEE AWARDS	GENERAL FUND	MAYOR AND COUNCIL	69.60_
				TOTAL:	69.60
JSA SERVICES	8/11/17	SHOP, BATHROOM HAND TOWELS	GENERAL FUND	PAVED STREETS	70.38
	8/11/17	CLEANING SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	87.63
	8/11/17	CLEANING SUPPLIES	RECREATION	PARK AREAS	265.83_
				TOTAL:	423.84
KARL'S TV & APPLIANCE INC	8/11/17	REFRIGERATOR	GENERAL FUND	SECURITY CENTER	449.99
	8/11/17	REFRIGERATOR	GENERAL FUND	SECURITY CENTER	450.00_
				TOTAL:	899.99
JOSEPH KINLEY	8/11/17	REMOVE DOUBLE TANK	INDUSTRIAL WASTEWA	FA MISC	2,700.00_
				TOTAL:	2,700.00
KM GRAPHICS	8/11/17	FACT SHEETS FLIERS	STORM WATER MANAGE	STORM DRAINAGE	573.94_
				TOTAL:	573.94
KUHLE, MICHAEL	8/11/17	CGMC SUMMER CONFERENCE	GENERAL FUND	MAYOR AND COUNCIL	218.28
	8/11/17	CRAILSHEIM 70TH ANNIVERSAR	GENERAL FUND	MAYOR AND COUNCIL	1,325.00_
				TOTAL:	1,543.28
KUSTOM THREADZ EMBROIDERY	8/11/17	UNIFORMS	LIQUOR	O-GEN MISC	69.00_
				TOTAL:	69.00
LAMPERTS YARDS INC-2600013	8/11/17	SPRAY FOAM	ELECTRIC	M-DISTR UNDERGRND LINE	35.94_
				TOTAL:	35.94
LAMPERTS YARDS INC-2602004	8/11/17	LUMBER FOR ART PROJECTS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	6.28
	8/11/17	SHOP GLUE	RECREATION	PARK AREAS	5.64
	8/11/17	SHOP GLUE	RECREATION	PARK AREAS	5.64_
				TOTAL:	17.56
LARSON CRANE SERVICE INC	8/11/17	2017 LAKE ST SIDEWALK CROS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1,541.64-
	8/11/17	KNOLLWOOD SEWER EXT FINAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	6,136.08
	8/11/17	2017 LAKE ST SIDEWALK CROS	IMPROVEMENT CONST	LAKE ST-3RD TO 6TH TRAI	30,832.70
	8/11/17	2017 SIXTH AVE STORM WORK	STORM WATER MANAGE	NON-DEPARTMENTAL	349.11-
	8/11/17	2017 SIXTH AVE STORM WORK	STORM WATER MANAGE	PROJECT #16	6,982.19_
				TOTAL:	42,060.22
LAW ENFORCEMENT LABOR SERVICES INC #27	8/11/17	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	245.00_
				TOTAL:	245.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LAWN GATORS INC	8/11/17	MOWING BAC 7/1, 7/10, 7/22	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	450.00_
		TOTAL:			450.00
LAWNS PLUS	8/11/17	PREP/PAINT WALLS, SHAMPOO	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,030.00
	8/11/17	MOWING 7/18, 7/27	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	150.00_
		TOTAL:			1,180.00
LEAGUE OF MN CITIES INSURANCE TRUST	8/11/17	BRDTF INSURANCE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	17,923.00_
		TOTAL:			17,923.00
LEW'S FIREWORKS INC	8/11/17	FIREWORKS	GENERAL FUND	PROMOTIONAL COMMITTEE	12,500.00_
		TOTAL:			12,500.00
MALTERS SHEPHERD & VON HOLTUM	8/11/17	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	1,575.00
	8/11/17	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	227.50
	8/11/17	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	262.50
	8/11/17	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	297.50
	8/11/17	LEGAL FEES	GENERAL FUND	CITY ATTORNEY	70.00_
		TOTAL:			2,432.50
MARTHALER FORD OF WORTHINGTON	8/11/17	REPLACE CABIN AIR FILTER	GENERAL FUND	POLICE ADMINISTRATION	23.95
	8/11/17	REPLACE CABIN AIR FILTER	GENERAL FUND	POLICE ADMINISTRATION	33.00_
		TOTAL:			56.95
MCCUEN WELDING & MACHINING INC	8/11/17	YMCA POOL SLIDE REPAIRS	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	9,090.00_
		TOTAL:			9,090.00
MICHAEL EGGERS	8/11/17	A/C RENTAL HOUSING PICKUP	GENERAL FUND	ECONOMIC DEVELOPMENT	293.38_
		TOTAL:			293.38
MIDWEST ENGINEERING	8/11/17	GPS SURVEY	GENERAL FUND	ENGINEERING ADMIN	300.00
	8/11/17	KNOLLWOOD DR/1ST AVE SW SS IMPROVEMENT CONST	KNOLLWOOD/1ST AVE SW S		9,000.00_
		TOTAL:			9,300.00
MIDWEST GARAGE DOORS INC	8/11/17	REPAIR DOOR AT IMPOUND BLD	GENERAL FUND	POLICE ADMINISTRATION	133.00_
		TOTAL:			133.00
MIDWESTERN MECHANICAL INC	8/11/17	INSPECT BACKFLOW PREVENTER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	300.00_
		TOTAL:			300.00
MINNESOTA ENERGY RESOURCES CORP	8/11/17	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	54.86
	8/11/17	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	56.68
	8/11/17	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	89.05
	8/11/17	GAS SERVICE	LIQUOR	O-GEN MISC	48.86_
		TOTAL:			249.45
MINNESOTA VALLEY TESTING LABS INC	8/11/17	JULY SALTY DISCHARGE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	143.10
	8/11/17	TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	143.10
	8/11/17	3RD QTR MERCURY TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	378.00_
		TOTAL:			664.20
MISCELLANEOUS V AVERA CLINIC	8/11/17	REFUND PARK RENTAL FEE	RECREATION	NON-DEPARTMENTAL	46.57
AVERA CLINIC	8/11/17	REFUND PARK RENTAL FEE	RECREATION	NON-DEPARTMENTAL	3.43
BRISTOW BOB	8/11/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	400.00
LOCAL UNION 1161	8/11/17	REFUND SHELTER RENTAL	RECREATION	NON-DEPARTMENTAL	262.45
LOCAL UNION 1161	8/11/17	REFUND SHELTER RENTAL	RECREATION	NON-DEPARTMENTAL	7.55

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ROHWER STEVE	8/11/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
TIRITILLI JERRY	8/11/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	15.00
WEBER BEN	8/11/17	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	180.00_
				TOTAL:	930.00
MMBA	8/11/17	DUES	LIQUOR	O-GEN MISC	2,700.00_
				TOTAL:	2,700.00
MN CHILD SUPPORT PAYMENT CTR	8/11/17	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	43.00
	8/11/17	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	304.56_
				TOTAL:	347.56
MN DEPT TRANSPORTATION	8/11/17	EQUIP CALIBRATION-SAP HUMI IMPROVEMENT CONST		HUMISTON AVE & 5TH AVE	32.77_
				TOTAL:	32.77
MORRIS ELECTRONICS INC	8/11/17	TECHNICAL SUPPORT	GENERAL FUND	ACCOUNTING	56.25
	8/11/17	TECHNICAL SUPPORT	GENERAL FUND	ACCOUNTING	75.00
	8/11/17	TECHNICAL SUPPORT	GENERAL FUND	ACCOUNTING	122.50
	8/11/17	MALWAREBYTES SUBSCRIPTIONS DATA PROCESSING		DATA PROCESSING	164.92_
				TOTAL:	418.67
MURRAY COUNTY ATTORNEY'S OFFICE	8/11/17	SEIZED PROPERTY-JUCHEM/SAM PD TASK FORCE		BUFFALO RIDGE DRUG TAS	51.40_
				TOTAL:	51.40
MURRAY COUNTY SHERIFFS OFFICE	8/11/17	2ND QTR BRDTF REIMBURSEMEN PD TASK FORCE		BUFFALO RIDGE DRUG TAS	11,500.00_
				TOTAL:	11,500.00
NBS CALIBRATIONS	8/11/17	SERVICE/CALIBRATE LAB SCAL MUNICIPAL WASTEWAT		O-PURIFY LABORATORY	174.00_
				TOTAL:	174.00
NEW VISION CO-OP	8/11/17	TRIPLET	GENERAL FUND	PAVED STREETS	692.08
	8/11/17	CLASS ACT	GENERAL FUND	PAVED STREETS	65.10_
				TOTAL:	757.18
NICKEL CHAD	8/11/17	REIMBURSE FUEL TRUCK #407	GENERAL FUND	PAVED STREETS	50.00_
				TOTAL:	50.00
NIENKERK CONSTRUCTION INC	8/11/17	PORTA POTTY SERVICE-GOLF RECREATION		GOLF COURSE-GREEN	130.00
	8/11/17	PORTA POTTY SERVICE-EHLERS RECREATION		PARK AREAS	440.00
	8/11/17	PORTA POTTY SERVICE-COLLEG RECREATION		PARK AREAS	235.00_
				TOTAL:	805.00
NOBLES COUNTY AUDITOR/TREASURER	8/11/17	2ND QTR POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	844.18
	8/11/17	LEGAL SERVICES JULY	GENERAL FUND	PROSECUTION	16,713.25
	8/11/17	SOLID WASTE MGMT JUNE	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,212.00_
				TOTAL:	24,769.43
NOBLES COUNTY LANDFILL	8/11/17	DEMOLITION	RECREATION	PARK AREAS	20.66_
				TOTAL:	20.66
NOBLES COUNTY SHERIFF	8/11/17	2ND QTR BRDTF REIMBURSEMEN PD TASK FORCE		BUFFALO RIDGE DRUG TAS	11,500.00_
				TOTAL:	11,500.00
NUSS TRUCK & EQUIPMENT	8/11/17	NEW TRUCK #407	GENERAL FUND	PAVED STREETS	119,504.10_
				TOTAL:	119,504.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ONE OFFICE SOURCE	8/11/17	POST IT NOTES	GENERAL FUND	CLERK'S OFFICE	18.47
	8/11/17	POST-ITS	GENERAL FUND	CLERK'S OFFICE	8.49
	8/11/17	JR LEGAL PADS	GENERAL FUND	CLERK'S OFFICE	7.99
	8/11/17	STAPLES, LEGAL PADS, BATTE	GENERAL FUND	ENGINEERING ADMIN	17.09
	8/11/17	SIGN HERE FLAGS	GENERAL FUND	ENGINEERING ADMIN	2.99
	8/11/17	STAPLES, LEGAL PADS, BATTE	GENERAL FUND	ECONOMIC DEVELOPMENT	17.10
	8/11/17	SIGN HERE FLAGS	GENERAL FUND	ECONOMIC DEVELOPMENT	2.99
	8/11/17	CUPS, COFFEE, TOWELS	GENERAL FUND	GENERAL GOVT BUILDINGS	113.41
	8/11/17	CUPS	GENERAL FUND	GENERAL GOVT BUILDINGS	68.09
	8/11/17	AWARD PAPER, SPINES	GENERAL FUND	OTHER GEN GOVT MISC	49.81
	8/11/17	LAMINATING SHEETS	GENERAL FUND	POLICE ADMINISTRATION	23.99
	8/11/17	CORRECTION TAPE, POST-IT N	GENERAL FUND	SECURITY CENTER	15.39
	8/11/17	CORRECTION TAPE, POST-IT N	GENERAL FUND	SECURITY CENTER	15.38
	8/11/17	BUBBLE MAILER	GENERAL FUND	SECURITY CENTER	0.55
	8/11/17	BUBBLE MAILER	GENERAL FUND	SECURITY CENTER	0.54
	8/11/17	COMMUNITY GROWTH BINDERS	GENERAL FUND	PAVED STREETS	24.75
	8/11/17	COPIER SERVICES-MX2600N	GENERAL FUND	PAVED STREETS	10.45
	8/11/17	ENVELOPES, PAPER, LABELS	GENERAL FUND	CENTER FOR ACTIVE LIVI	64.49
	8/11/17	LABELS	GENERAL FUND	CENTER FOR ACTIVE LIVI	13.60
	8/11/17	TOILET PAPER, TOWELS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	114.35
	8/11/17	TRASH BAGS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	33.64
	8/11/17	TRASH BAGS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	64.88
	8/11/17	TONER CARTRIDGES	ELECTRIC	O-DISTR SUPER & ENG	126.68
	8/11/17	RECEIPT PAPER	LIQUOR	O-GEN MISC	7.96
	8/11/17	RIBBONS, TABS, RUBBERBANDS	DATA PROCESSING	DATA PROCESSING	30.48
	8/11/17	COPIER SERVICES-MX5140N	DATA PROCESSING	COPIER/FAX	96.86_
				TOTAL:	950.42
OPTUM BANK	8/11/17	HSA MONTHLY ADMIN FEE	GENERAL FUND	GENERAL GOVT BUILDINGS	67.50_
				TOTAL:	67.50
PAUSTIS & SONS	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,473.01
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	17.50_
				TOTAL:	1,490.51
PELLEGRINO FIRE EXTINGUISHER SALES	8/11/17	YEARLY EXTINGUISHER CERT	GENERAL FUND	PAVED STREETS	166.50
	8/11/17	YEARLY EXTINGUISHER CERT	WATER	O-DISTR MISC	255.00
	8/11/17	YEARLY EXTINGUISHER CERT	ELECTRIC	O-DISTR SUPER & ENG	200.50_
				TOTAL:	622.00
PEPSI COLA BOTTLING CO	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	117.90
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	147.95
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	60.00
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	108.90
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	30.00_
				TOTAL:	464.75
PHILLIPS WINE & SPIRITS INC	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,734.49
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	339.65
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	23.25
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,108.40
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	283.50
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10,757.31
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,876.00
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	50.28
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,386.33

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	1,602.51
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	22.90
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	18.59
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	21.04
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	15.21
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	220.12
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	69.29
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	54.00
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	55.76
				TOTAL:	23,638.63
PIPESTONE COUNTY SHERIFF OFFICE	8/11/17	2ND QTR BRDTRF REIMBURSEMEN	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	11,500.00_
				TOTAL:	11,500.00
PROSTEAM CLEANING INC	8/11/17	CARPET CLEANING	LIQUOR	O-GEN MISC	1,257.49_
				TOTAL:	1,257.49
TRACOM CORP	8/11/17	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	486.16
	8/11/17	PRTABLE SPEAKER MIC	GENERAL FUND	POLICE ADMINISTRATION	130.00
	8/11/17	UNIT #201 RADIO SWAP	WATER	O-DISTR MISC	258.50
	8/11/17	UNIT #205 RADIO SWAP	WATER	O-DISTR MISC	280.25_
				TOTAL:	1,154.91
RADIO WORKS LLC	8/11/17	SUMMER BBQ ADS	LIQUOR	O-GEN MISC	500.00_
				TOTAL:	500.00
RAY ALLEN MANUFACTURING CO INC	8/11/17	JUTE HIDDEN SLEEVE	GENERAL FUND	POLICE ADMINISTRATION	270.98_
				TOTAL:	270.98
READING BUS LINE INC	8/11/17	WGTN/MINNEAPOLIS CRAILSHEI	GENERAL FUND	MAYOR AND COUNCIL	900.00
	8/11/17	MPLS/WGTN CRAILSHEIM	GENERAL FUND	MAYOR AND COUNCIL	900.00_
				TOTAL:	1,800.00
RED BULL DISTRIBUTION COMPANY INC	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	398.25
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	11.13-
	8/11/17	MIX	LIQUOR	NON-DEPARTMENTAL	50.10-
				TOTAL:	337.02
TRONS REPAIR INC	8/11/17	UNIT #202 CLUTCH CABLE	WATER	O-DIST UNDERGRND LINES	446.26_
				TOTAL:	446.26
ROUND LAKE VINEYARDS & WINERY LLC	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	594.00
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	144.00_
				TOTAL:	738.00
RUNNINGS SUPPLY INC-ACCT#9502440	8/11/17	SHOP SUPPLIES	WATER	O-DISTR MISC	3.28
	8/11/17	HACKSAW BLADES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	8.98
	8/11/17	ELECTRICAL PLUG, TRASH BAG	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	25.22
	8/11/17	TRASH BAGS, 12V BATTERY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	53.60
	8/11/17	TRASH BAGS, BATTERY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	53.60
	8/11/17	FITTING	ELECTRIC	M-DISTR UNDERGRND LINE	17.99
	8/11/17	OWL (SUB #1)	ELECTRIC	M-DISTR UNDERGRND LINE	9.99_
				TOTAL:	172.66
RUNNINGS SUPPLY INC-ACCT#9502485	8/11/17	TRIMMER, ENGINE OIL, GAS C	GENERAL FUND	FIRE ADMINISTRATION	149.28
	8/11/17	SOFTENER SALT	GENERAL FUND	FIRE ADMINISTRATION	95.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/11/17	TAPE MEASURE, SHOP TOWELS	GENERAL FUND	FIRE ADMINISTRATION	37.94
	8/11/17	OVAl TUBS, DECK SCREWS	GENERAL FUND	FIRE ADMINISTRATION	107.97
	8/11/17	TRASH BAGS	GENERAL FUND	FIRE ADMINISTRATION	10.79
	8/11/17	SPRAYER HOSE	RECREATION	PARK AREAS	44.99
	8/11/17	SHOP SPRAY PAINT	RECREATION	PARK AREAS	4.49_
				TOTAL:	451.26
S & M WINDOWS	8/11/17	MOWING 7/20, 7/24	GENERAL FUND	CODE ENFORCEMENT	105.00
	8/11/17	MOWING 7/26, 8/2	GENERAL FUND	CODE ENFORCEMENT	175.00_
				TOTAL:	280.00
SCHAAP SANITATION INC	8/11/17	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	214.80
	8/11/17	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	16.76
	8/11/17	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	102.88
	8/11/17	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	36.24
	8/11/17	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	103.19
	8/11/17	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	19.80
	8/11/17	MONTHLY SERVICE	RECREATION	PARK AREAS	728.51
	8/11/17	MONTHLY SERVICE	RECREATION	PARK AREAS	20.00
	8/11/17	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	764.54
	8/11/17	MONTHLY SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	101.48
	8/11/17	MONTHLY SERVICE	WATER	O-DISTR MISC	51.48
	8/11/17	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	241.02
	8/11/17	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	71.28
	8/11/17	MONTHLY SERVICE	LIQUOR	O-GEN MISC	160.52
	8/11/17	MONTHLY SERVICE	AIRPORT	O-GEN MISC	92.32
	8/11/17	SOLID WASTE JUNE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	65,027.74
	8/11/17	SOLID WASTE JUNE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	13,161.90
	8/11/17	SOLID WASTE JUNE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	770.52_
	8/11/17	SOLID WASTE JUNE	GARBAGE COLLECTION	CODE ENFORCEMENT	4,219.02_
				TOTAL:	84,362.96
SCHOLTES MOTORS INC	8/11/17	OIL CHANGE, TIRE REPAIR	GENERAL FUND	ECONOMIC DEVELOPMENT	36.76_
				TOTAL:	36.76
SCHWALBACH ACE HARDWARE-5930	8/11/17	SPADE DRAIN FIBER	GENERAL FUND	ENGINEERING ADMIN	32.99
	8/11/17	SERVICE A/C UNIT	GENERAL FUND	CENTER FOR ACTIVE LIVI	222.10
	8/11/17	BULBS	RECREATION	SOCCER COMPLEX	53.45
	8/11/17	CHAIN, PAD LOCKS	RECREATION	SOCCER COMPLEX	42.47
	8/11/17	CLAMPS	RECREATION	SOCCER COMPLEX	11.90
	8/11/17	KEYS, KEY TAGS	RECREATION	SOCCER COMPLEX	23.86
	8/11/17	RIVETS, BITS	RECREATION	SOCCER COMPLEX	25.77
	8/11/17	FASTENERS	RECREATION	PARK AREAS	0.38
	8/11/17	BIT	RECREATION	PARK AREAS	7.49
	8/11/17	LOPPERS	RECREATION	TREE REMOVAL	41.99_
				TOTAL:	462.40
SCHWALBACH ACE #6067	8/11/17	TOOLS	WATER	M-PURIFY EQUIPMENT	3.58
	8/11/17	ROOF PATCH-MANHOLE RING RE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	13.99
	8/11/17	ADAPTER	ELECTRIC	M-DISTR UNDERGRND LINE	2.99_
				TOTAL:	20.56
SCHWICKERTS	8/11/17	TREATMENT PLANT ROOF REPAIR	WATER	M-PURIFY STRUCTURES	38,205.00_
				TOTAL:	38,205.00
SERVALL TOWEL & LINEN SUPPLY	8/11/17	GRANITE MATS, BAR SWIPES	LIQUOR	O-GEN MISC	72.98

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	8/11/17	GRANITE MATS, BAR SWIPES	LIQUOR	O-GEN MISC	73.24_
				TOTAL:	146.22
SHORT ELLIOTT HENDRICKSON INC	8/11/17	MCMILLAN/RYAN'S RD STREET	IMPROVEMENT CONST	NORTH MICMILLAN RECONS	29,140.53_
				TOTAL:	29,140.53
SIGNATURE PUBLISHING CO	8/11/17	COMFORT SUITES ADS	LIQUOR	O-GEN MISC	280.00_
				TOTAL:	280.00
SIRCHIE LABS INC	8/11/17	EVIDENCE COLLECTION SUPPLI	GENERAL FUND	POLICE ADMINISTRATION	841.73_
				TOTAL:	841.73
SOUTHERN GLAZER'S OF MN	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,094.06
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	160.00
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,017.22
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,980.74
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	296.00
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,462.08
	8/11/17	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,797.75
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	107.26
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	3.85
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	34.59
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	72.95
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	62.75
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	123.48_
				TOTAL:	24,223.83
SOUTHWESTERN MENTAL HEALTH CENTER INC	8/11/17	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	195.00
	8/11/17	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	130.00_
				TOTAL:	325.00
TRENTON STOYKE	8/11/17	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	56.80_
				TOTAL:	56.80
TDS MEDIA DIRECT INC	8/11/17	INN-ROOM DIRECTORIES	LIQUOR	O-GEN MISC	498.00_
				TOTAL:	498.00
THYSSENKRUPP ELEVATOR CORP	8/11/17	QUARTERLY ELEVATOR SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	397.79_
				TOTAL:	397.79
ULINE	8/11/17	WIDE MOUTH JARS	GENERAL FUND	POLICE ADMINISTRATION	60.07
	8/11/17	BLACK MAIL SORTER	GENERAL FUND	POLICE ADMINISTRATION	147.37_
				TOTAL:	207.44
UNITED LABORATORIES	8/11/17	GREASE GUN, QUICK REL LUBE RECREATION		PARK AREAS	248.95_
				TOTAL:	248.95
VERIZON WIRELESS	8/11/17	WIRELESS PHONE SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	419.38_
				TOTAL:	419.38
VESSCO INC	8/11/17	POTASSIUM PERMANGANATE PUM WATER		FA PURIFY EQUIPMENT	3,521.94
	8/11/17	CHLORINE SYSTEM IMPROVEMEN WATER		FA PURIFY EQUIPMENT	14,007.45_
				TOTAL:	17,529.39

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VETERINARY MEDICAL CTR PA	8/11/17	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	53.67
	8/11/17	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	53.67
	8/11/17	RABIES VACCINE, SKUNK SPRA	GENERAL FUND	POLICE ADMINISTRATION	46.96_
				TOTAL:	154.30
RICK D VON HOLDT	8/11/17	REIMBURSE STORAGE BOXES, B	GENERAL FUND	FIRE ADMINISTRATION	45.74_
				TOTAL:	45.74
WESCO RECEIVABLES CORP	8/11/17	STREET LIGHT FUSES	ELECTRIC	FA DISTR ST LITE & SIG	455.29
	8/11/17	CT'S	ELECTRIC	FA DISTR METERS	1,420.11_
				TOTAL:	1,875.40
WINE MERCHANTS	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	289.20
	8/11/17	WINE	LIQUOR	NON-DEPARTMENTAL	289.20
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	0.56
	8/11/17	FREIGHT	LIQUOR	O-SOURCE MISC	0.56_
				TOTAL:	579.52
WORTHINGTON BUILDING MATERIALS INC	8/11/17	PIRTLES PLAYGROUND	RECREATION	PARK AREAS	233.91
	8/11/17	PIRTLES PLAYGROUND	RECREATION	PARK AREAS	155.94
	8/11/17	SHOP MATERIALS	RECREATION	PARK AREAS	164.94
	8/11/17	SHOP	RECREATION	PARK AREAS	6.00
	8/11/17	SHOP	RECREATION	PARK AREAS	69.78_
				TOTAL:	630.57
WORTHINGTON ELECTRIC INC	8/11/17	SERVICE CALL	GENERAL FUND	SIGNS AND SIGNALS	120.00_
				TOTAL:	120.00
WORTHINGTON FOOTWEAR	8/11/17	BOOTS	GENERAL FUND	PAVED STREETS	188.00
	8/11/17	BOOTS	RECREATION	PARK AREAS	161.00
	8/11/17	BOOTS	MUNICIPAL WASTEWAT	O-PURIFY MISC	200.00_
				TOTAL:	549.00
WORTHINGTON PLUMBING & HEATING	8/11/17	MIXING VALVE/BACKFLOW PREV	RECREATION	OLSON PARK CAMPGROUND	1,457.17_
				TOTAL:	1,457.17
YMCA	8/11/17	CAL MANAGEMENT JULY	GENERAL FUND	CENTER FOR ACTIVE LIVI	2,976.31_
				TOTAL:	2,976.31

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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

101	GENERAL FUND	303,104.96
202	MEMORIAL AUDITORIUM	1,431.18
207	PD TASK FORCE	52,919.48
229	RECREATION	14,966.70
231	ECONOMIC DEV AUTHORITY	744.61
401	IMPROVEMENT CONST	285,608.96
431	AQUATIC CENTER FACILITY	9,090.00
601	WATER	300,317.18
602	MUNICIPAL WASTEWATER	26,651.87
604	ELECTRIC	3,969.03
605	INDUSTRIAL WASTEWATER	33,004.24
606	STORM WATER MANAGEMENT	47,739.77
609	LIQUOR	210,398.22
612	AIRPORT	349.87
702	DATA PROCESSING	292.26
703	SAFETY PROMO/LOSS CTRL	491.96
873	GARBAGE COLLECTION	81,638.14
878	WASTE MANAGEMENT COLL	7,212.00
882	TOURISM PROMOTION	18,215.97

GRAND TOTAL: 1,398,146.40

TOTAL PAGES: 15