

# **WORTHINGTON CITY COUNCIL**

## **AGENDA**

**7:00 P.M. - Monday, January 11, 2016**

**City Hall Council Chambers**

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**B. INTRODUCTIONS AND OPENING REMARKS**

**C. AGENDA ADDITIONS/CHANGES AND CLOSURE**

1. Additions/Changes
2. Closure

**D. CONSENT AGENDA**

1. CITY COUNCIL MINUTES
  - a. City Council Minutes of Regular Meeting December 28, 2015
  - b. City Council Minutes of Special Meeting - Closed Session, January 4, 2016
2. MINUTES OF BOARDS AND COMMISSIONS
  - a. Water and Light Commission Minutes of Regular Meeting January 4, 2016
  - b. Park & Recreation Advisory Board Minutes of November 18, 2015
  - c. WGTN-TV Cable 3 Minutes of November 5, 2015
  - d. Prairie Justice Center Operations Committee Minutes of August 3, 2015
3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)  
Case Items
  1. Annual Appointments
  2. Appointment of City Attorney
  3. Additional 2016 License Renewal Applications
4. BILLS PAYABLE

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

**E. CITY COUNCIL BUSINESS - ADMINISTRATION**

Case Items

1. Election of 2016 Mayor Pro Tem
2. Third Reading Proposed Ordinance - Change of Zone- 500 and 620 Stower Drive
3. Third Reading Proposed Ordinance - Change of Zone - 1720 Burlington Avenue
4. Request from PBK Investments to Extend Preferred Developer Agreement

**F. CITY COUNCIL BUSINESS - ENGINEERING**

Case Items

1. License Agreement with Alltel Communications
2. Resolution Pertaining to Intent to Bond for Costs Incurred in Making Public Improvement

**G. CITY COUNCIL BUSINESS - COMMUNITY/EC DEVELOPMENT**

Case Items

1. Special Use Permit Application - 500 Stower Drive
2. Special Use Permit Application - 929 13<sup>th</sup> Street
3. Adoption of Oxford Street Redevelopment Plan
4. Assumption and Loan Modification Agreement - Living Life Adult Day Center/Lori Klooster

**H. COUNCIL COMMITTEE REPORTS**

1. Mayor Kuhle
2. Council Member Nelson
3. Council Member Graber
4. Council Member Janssen

5. Council Member Harmon
6. Council Member Sankey

**I. CITY ADMINISTRATOR REPORT**

**J. ADJOURNMENT**

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

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Scott Nelson, Diane Graber, Larry Janssen, Mike Harmon, Rod Sankey. Council Members absent: None.

Staff present: Steve Robinson, City Administrator; Todd Wietzema, Public Works Director; Janice Oberloh, City Clerk.

Others present: Julie Buntjer, Daily Globe.

The Pledge of Allegiance was recited.

**AGENDA CLOSED / APPROVED WITH CORRECTION/CHANGES**

Staff noted an error in Case Item E.1. *Third Reading Proposed Ordinance Amending Title V, Chapter 54, Section 54.04 (C) of the Worthington City Code - Storm Water Utility Rates* where the requested reading was shown in one instance as the second reading and should have stated it was the third.

Staff also noted that the Life Saving Award to be presented was going to be pulled from the agenda as the recipient would not be at the meeting.

Council Member Graber noted Exhibit 1.a. *Fire Agreement* of the Public Safety Department Memo contained an error where it stated in one instance that the agreement was with Worthington Township when it should have stated Lorain Township.

The motion was made by Council Member Janssen, seconded by Council Member Harmon and unanimously carried to close/approve the agenda with the requested changes.

**CONSENT AGENDA APPROVED**

The motion was made by Council Member Nelson, seconded by Council Member Sankey and unanimously carried to close/approve the consent agenda as follows:

- City Council Minutes of Regular Meeting December 14, 2015
- Minutes of Boards and Commissions: Water and Light Commission Minutes of December 21, 2015; Worthington Area Convention and Visitors Bureau Board of Directors Minutes of November 17, 2015; Heron Lake Watershed Board of Directors Minutes of October 20, 2015; Housing and Redevelopment Authority Board Minutes of November 17, 2015
- Additional 2016 License Renewal Applications - On-Sale Beer and Off Sale Beer - Long Branch Saloon, Raul Godinez, 206 Tenth Street
- Bills payable and totaling \$592,873.29 be ordered paid



**THIRD READING AND ORDINANCE NO. 1089 ADOPTED AMENDING TITLE V,  
CHAPTER 54, SECTION 54.04 (C) OF THE WORTHINGTON CITY CODE - STORM  
WATER RATES**

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance amending Title V, Chapter 54, Section 54.04 (C) of the Worthington City Code - Storm Water Utility Rates as follows:

SECTION I.

Worthington City Code, Title V, Chapter 54, Section 54.04 (C), is hereby amended and shall read as follows:

(C) The annual fee per acre for residential is \$243.00.

The motion was made by Council Member Nelson, seconded by Council Member Graber and unanimously carried to give a third reading to, and subsequently adopt the following ordinance:

ORDINANCE NO. 1089

AN ORDINANCE RELATING TO STORM WATER UTILITY RATES

(Refer to Ordinance File for complete copy of Ordinance)

**SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - 500 AND 620  
STOWER DRIVE**

Pursuant to published notice this was the time and date set for the second reading of a proposed ordinance that would change the zoning of the properties located at 500 Stower Drive and 620 Stower Drive from their current "M-2" - General Manufacturing to "M-1" - Light Manufacturing as follows:

The following described properties, presently included in the "M-2" district, shall henceforth be included in the "M-1" district:

500 Stower Drive — Parcel ID #31-0648-200

620 Stower Drive — Parcel ID #31-0648-100

The motion was made by Council Member Graber, seconded by Council Member Harmon and unanimously carried to give a second reading to the proposed ordinance.

**SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - 1720 BURLINGTON AVENUE**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would change the zoning of the property located at 1720 Burlington Avenue from its current "R-1" - Single Family Detached Residential designation to "R-2" - One Family, Low Density Residential. The property is legally described as:

Lots 1 and 2, Block 2, Darling's Second Addition to the City of Worthington, Nobles County, Minnesota; the vacated unnamed north-south street in the plat of Darling's Second Addition to the City of Worthington, Nobles County, Minnesota, abutting Block 2 of said Darling's Second Addition; that part of the vacated Cecilee Street lying north of Lot 11, Block 1, Darling's First Addition, City of Worthington, Nobles County, Minnesota; and Lots 5, 6, 7, and 8, EXCEPT the easterly 20.00 feet of said Lots 5, 6, 7, and 8, Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota.

Adoption of the ordinance will allow the applicant to develop the eastern portion of the property for residential development.

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

**RENEWAL OF FIRE SERVICE AGREEMENT APPROVED - LORAIN TOWNSHIP**

Steve Robinson, City Administrator, presented a Renewal of Fire Service Agreement between the City of Worthington and Loraine Township for Council approval. The six-year agreement includes annual rates negotiated through December 31, 2021.

The motion was made by Council Member Graber, seconded by Council Member Harmon and unanimously carried to approve the Renewal of Fire Service Agreement between the City of Worthington and Loraine Township through December 31, 2021.

**2016 HANGAR LEASE RATES APPROVED - WORTHINGTON MUNICIPAL AIRPORT**

Todd Wietzema, Public Works Director, presented the proposed 2016 Hangar Lease Rates at the Worthington Municipal Airport. The proposed rates reflect a 5% increase over the 2015 rates, and Mr. Wietzema noted the last increase was approved for 2012.

The motion was made by Council Member Nelson, seconded by Council Member Harmon and unanimously carried to approve the 2016 Hangar Lease Rates at the Worthington Municipal Airport

as presented.

### **COUNCIL COMMITTEE REPORTS**

Mayor Kuhle - Nothing to report.

Council Member Nelson - HRA - Randy's review will be in early January; Rising Sun Estates has 5 units still available for rent - they will be moving from 6 month leases to 12 month leases - the ponding was tested during the last water event we had, and he noted there is a caretaker on site for small issues.

Council Member Graber - Nothing to report but reminded Council to attend the New Year's Eve event at the auditorium, a magic act.

Council Member Janssen - Nothing to report.

Council Member Harmon - Water and Light Commission - the wells are 4 feet over average, up 10 inches last week - we're in great shape going into spring. They are interviewing waste water consultants for selection to assist them as they go through the permit re-issuance process. They also discussed an amendment to the agreement with Missouri River Energy Systems.

Council Member Sankey - Heron Lake Advisory Group met at 6 p.m. on December 15<sup>th</sup> and recapped the Watershed District's meetings of the last three months, then the Watershed District Board met at 7 p.m. - things are looking better within the department. They went into closed session last month for employee evaluations which were excellent. Voted on a 3/2 vote to accept the Engler property. Two Clean Water project grants were refused but no reason was provided, and a grant for a new septic system within the district was accepted. Attended a broadband subcommittee meeting on Wednesday - they are making plans to conduct a survey in the county to get the interest of 10% of the population in broadband - from that they can determine the cost of services provided.

### **CITY ADMINISTRATOR'S REPORT**

Steve Robinson, City Administrator, said last week he had sent out a draft of the legislative priorities for the City of Worthington, with the intent to keep it to a small number instead of a countless list. He requested that Council review the list and get back to him with their comments. Identified were Lewis and Clark, Local Government Aid, and Workforce Housing. Tomorrow he has a conference call with the Statewide Health Initiative - they have a grant program we might be interested in and they may be able to give us funds to improve a soccer field and address our near-term needs. Next Monday we are scheduled to swear in two new police officers who will be starting next week.

### **ADJOURNMENT**

The motion was made by Council Member Sankey, seconded by Council Member Nelson and unanimously carried to adjourn the meeting at 7:28 p.m.

**WORTHINGTON CITY COUNCIL  
SPECIAL MEETING, JANUARY 4, 2016**

The meeting was called to order at 5:30 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Scott Nelson, Diane Graber, Larry Janssen, Mike Harmon, Rod Sankey.

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

Others present: Tom Johnson, Nobles County Administrator; Don Linssen and Gene Metz, Nobles County Commissioners; Aaron Marthaler, Jamie Boots, Sean Boots and Dean Rathjen.

Mayor Kuhle stated that the Oxford Street Development was being pulled from the agenda.

**CLOSED SESSION UNDER MINN. STAT. 13D.05M SUBD. (C) - PURCHASE OR SALE OF  
REAL OR PERSONAL PROPERTY - PARCEL #31-3849-00-0**

Mayor Kuhle stated that Council would be going into closed session under Minn. Stat. § 13D.05, Subd. 3(C) - Purchase or Sale of Real or Personal Property - regarding Parcel #31-3849-00-0.

The motion was made by Council Member Sankey, seconded by Council Member Nelson and unanimously carried to close the meeting at 5:31 p.m.

The motion was made by Council Member Sankey, seconded by Council Member Janssen and unanimously carried to re-open the meeting at 5:55 p.m.

**ADJOURNMENT**

The motion was made by Council Member Sankey, seconded by Council Member Graber and unanimously carried to adjourn the meeting at 5:56 p.m.

Janice Oberloh, MCMC  
City Clerk

# **WATER AND LIGHT COMMISSION MINUTES**

## **REGULAR MEETING**

### **JANUARY 4, 2016**

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

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

Others present: None

#### **AGENDA ADDITIONS/CLOSURE**

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

#### **CONSENT AGENDA APPROVED**

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

- Water and Light Commission minutes of the regular meeting held on December 21, 2015
- Utility bills payable totaling \$231,712.32 for December 18, December 25 and December 31, 2015

#### **CONSIDERATION OF AMENDMENTS TO THE S-1 AGREEMENT AND RELATED DOCUMENTS AND RESOLUTION**

Commissioner Harmon introduced the Resolution entitled “Resolution to Approve Amendments Relating to the Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services Power Sale Agreements (S-1) and Associated Transmission Agreements” and moved its adoption. Commissioner Hoffmann seconded the motion to adopt.

Scott Hain, General Manager, reviewed the reasons for the changes to the power supply and transmission arrangements, the proposed changes and the schedule for completing consideration and approval of the agreements.

**RESOLUTION #2016-1**

**Resolution to Approve  
Amendments Relating to the Missouri Basin Municipal Power Agency d/b/a  
Missouri River Energy Services Power Sale Agreement (S-1)  
and Associated Transmission Agreements**

WHEREAS, the Water and Light Commission of the City of Worthington (“City”), Minnesota, is currently purchasing all electric power and energy it requires to meet the needs of its customers in excess of City’s firm power allocation from the Western Area Power Administration (“WAPA”) (“Supplemental Power”) from Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”), pursuant to the terms and conditions of the Power Sale Agreement (S-1) (“S-1 Agreement”) for a term extending through December 31, 2045; and

WHEREAS, the S-1 Agreement requires that MRES physically deliver Supplemental Power to City over the Integrated System (“IS”) transmission facilities administered by WAPA; and

WHEREAS, MRES has assisted City to obtain delivery of power and energy by acquiring transmission service within the Midcontinent Independent System Operator, Inc. (“MISO”) Regional Transmission Organization (“RTO”) and, to facilitate such services, the parties have executed two transmission-related agreements: the Midwest ISO Market Implementation Agreement between MRES and City, and the [Split Rock Group] Transmission Service Agreement between MRES and City; and

WHEREAS, WAPA joined the Southwest Power Pool (“SPP”) RTO effective October 1, 2015, and the IS transmission facilities were moved into SPP (which now has functional control over those facilities) and, as a result, MRES can no longer physically deliver power and energy over the IS transmission facilities. Further, because all MRES Members are now in the footprint of either the MISO market or SPP market where power and energy are financial (and no longer physical) transactions, the S-1 Agreement no longer accurately reflects how power supply and the delivery of that power and energy are actually transacted in the RTOs. The RTOs, including SPP and MISO, operate energy markets and transmission networks that have fundamentally changed the way MRES provides power and energy to its Members under the S-1 Agreement; and

WHEREAS, these market changes require that Supplemental Power must be separated from Transmission Service because all MRES Members are located in one of two different RTOs that operate markets for energy (and capacity), and the physical delivery of power and energy (i.e. transmission service) is now separate from those actual commodities; and

WHEREAS, it is mutually beneficial to all parties that the base term of the S-1 Agreement which currently continues to 2046 be extended until 2057 to facilitate future

financing of projects on the most advantageous terms and with the least impact on the wholesale power costs of City and other MRES Members; and

WHEREAS, other changes proposed to the S-1 Agreement will enable MRES to meet the new transmission service and energy market demands of the changing electric utility industry in a way that enhances the ability of MRES to effectively and economically provide Supplemental Power and Transmission Service to City, will provide clarification to the existing obligations of the parties, will provide flexibility for City to provide for a limited amount of its customers' needs from its own local renewable resources, and will address the privacy and security of information on individuals; and

WHEREAS, the Water and Light Commission desires that MRES continue to plan for, provide, and arrange for delivery of all Supplemental Power and Transmission Service needed by City.

NOW THEREFORE BE IT RESOLVED by the Water and Light Commission that:

- (1) The "Amendment 5 to the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1)" among MRES, Western Minnesota Municipal Power Agency ("Western Minnesota"), and City is approved in the form presented; and
- (2) The "Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2017)" and "Schedule A" among MRES, Western Minnesota, and City are approved in the form presented; and
- (3) The "Amendment 1 to Midwest ISO Market Implementation Agreement" between MRES and City is approved in the form presented; and
- (4) The "Amendment 1 to the [Split Rock Group] Transmission Service Agreement" between MRES and City is approved in the form presented.

IT IS FURTHER RESOLVED that each the President and General Manager shall be, and each of them acting individually hereby is, authorized and directed to execute and deliver to MRES each of the foregoing documents on behalf of the Water and Light Commission.

Upon calling of the roll, the Resolution was adopted unanimously.

Whereupon, the President declared the Resolution duly adopted on the 4th day of January, 2016.

## **2016 MEETING SCHEDULE**

A motion was made by Commissioner Hoffmann, seconded by Commissioner Hagen and unanimously carried to approve the 2016 Water and Light Commission schedule of regular meetings as presented to the Commission.

## **WELL LEVEL UPDATE**

Scott Hain, General Manager, provided the Commission with an update on the well static levels at the Lake Bella well field and the status of deliveries from Lincoln-Pipestone Rural Water System.

## **COMMISSION COMMITTEE REPORTS**

Commissioner Hoffmann reported that he attended a Nobles Economic Opportunity Network (NEON) meeting where broadband continues to be a topic of discussion. He also attended a Worthington Regional Economic Development Corporation (WREDC) Board of Directors meeting where discussion was held on the updated appraisal for the former Northland Mall property.

## **ADJOURNMENT**

A motion was made by Commissioner Hagen, seconded by Commissioner Hoffmann and unanimously carried to adjourn the meeting at 4:06 P.M. President Thompson declared the meeting adjourned.

Deb A. Scheidt  
Secretary to the Commission



\*\*\*DRAFT\*\*\*

**City of Worthington**  
**Park and Recreation Advisory Board Minutes**  
**7:00 a.m., Wednesday, November 18, 2015**

Members present: Scott Nelson, Scott Langerud, Nick Raymo, Jacoba Nagel,  
Joe Anderson, and Ken Jansen.

Staff present: Todd Wietzema, Scott Rosenberg, and Mindy Eggers.

**APPROVAL OF MINUTES**

A motion was made by Scott Langerud, seconded by Joe Anderson and unanimously approved to accept the minutes of the September 25, 2015 meeting.

**APPROVAL OF AGENDA - ADDITIONS/DELETIONS**

Todd Wietzema stated another park donation had been received and needed to be added to the agenda for approval.

**2016 YMCA AGREEMENT**

Todd Wietzema stated that the YMCA contract for 2016 includes an increase of 3% which brings the total to \$47,740.00 for the year.

**2016 PARK FEES - SHELTERS, OPEN SPACES, BAND SHELL, CONCESSION FEES, OLSON CAMPGROUND FEES**

Mr. Wietzema explained that the fees for park shelters, green spaces, bandshell, concession fees, and Olson Park Campground had been adjusted last year and staff is proposing no increases for 2016. Mr. Wietzema noted that the electrical upgrades that had been budgeted in 2015 were not completed and will take place in 2016.

A motion was made by Scott Nelson, seconded by Ken Janssen and unanimously approved to leave the fees for the shelters, open spaces, band shell, concession fees, and Olson Park Campground unchanged for 2016.

**PARK BENCH DONATIONS - Bob DEMUTH, SR. AND SHIRLEY OLSON**

Todd Wietzema explained that the following have submitted park bench donation applications:

- Bob Demuth to place a bench within Olson Park, along the bike trail, in honor of Bob and Betty Demuth.
- Shirley M. Olson to place a bench along the bike trail in Ehlers Park in memory of Irwin Olson

A motion was made by Joe Anderson, seconded by Jacoba Nagel and unanimously approved to accept the park bench donations.

**OLSON PARK WIRELESS INTERNET**

\*\*\*DRAFT\*\*\*

Todd Wietzema stated that he has met with Julie Foote from MVTW Wireless after they approached the City of Worthington about a wireless hotspot in Olson Park. This hotspot would allow park users to receive Wi-Fi through MVTW. The City would only be responsible for providing electric to this mobile hotspot. The City would not be responsible for any of the equipment involved or the collection of any charges or fees for using this service. The board agreed this would be an economical way to add the service for our visitors. A motion was made by Joe Anderson, seconded by Scott Langerud and unanimously approved to move forward with the wi-fi through MVTW.

### **SUPERVISOR'S REPORT**

Mr. Rosenberg stated that all of the restrooms have been closed for the winter. The bathrooms in Ludlow and Centennial Park have been painted. The Christmas lights have been hung at the request of the Chambers of Commerce for the Holiday Open House and parade. Still doing leaf clean-up as well.

### **OTHER BUSINESS**

Nick Raymo asked Council Member Nelson for clarification on why the Council denied the proposed land acquisition from the American Reformed Church that would have allowed for a park in that area of Worthington. Mr. Raymo stated he wanted to make sure that the Park board had all of the information when they approved it and the item went to Council for approval. Scott Nelson explained that the City had a study done and when that area of Worthington is designed there would be a more suitable area for a park. While he voted in favor of the proposal at the last Park Board meeting, he had been contacted by constituents and after thinking about it further decided that Council should not spot plan and there would be a more suitable parcel of land for a park as the proposed parcel would be smaller than ideal for a park.

### **ADJOURNMENT**

A motion was made by Ken Jansen, seconded by Jacoba Nagel and unanimously approved to adjourn the meeting at 8:03 a.m.

Mindy Eggers  
Secretary

**DRAFT**

**MINUTES OF NOVEMBER 5TH MEETING**

Absent: Amanda Walljasper, Josh Noble

Meeting was called to order at 7 am by Steve Robinson

**MINUTES:**

Motion was made by Mike Harmon and a 2nd from John Landgaard to approve the Minutes from the October 1st meeting.

**FINANCIALS:**

John L. noted that PEG fees seem down from previous years. Kelly will ask Brian about that. A motion was made by Steve S. to approve the financials with a 2nd to the motion coming from Dave Copperud

**BUDGET:**

Kelly stated that Hardware could come out of capital expenditures but she didn't believe software could be included in that. John asked that Kelly check with Brian on that. John believed software could come out of the Capital account, but license fees could not.

Kelly will provide the Board with an itemized list of Capital Expenditures.

A Motion by Mike Harmon was made to approve the Budget with a 2nd from Dave Copperud

**EXECUTIVE COMMITTEE REPORT:**

John Landgaard and Steve Robinson attended the Ministerial Committee meeting and explained that Churches would have to broadcast there services with a one week delay. They said the Churches were receptive to that idea and were most concerned about keeping their Sunday playback times. John and Steve also explained that there would be NO staff available on Sundays when changes take effect. Kelly will send out the Memo next week and the changes will be effective that following week.

**MANAGER'S REPORT:**

Kelly reviewed the Manager's report and updated the Board on Randy's plans for the sport show.

**OTHER BUSINESS:**

Steve Robinson reported that we did a live meeting at 5 pm prior to the Council meeting regarding the Mall Project and that went well.

John asked if we could go back to the old system through cable for live BB games. Kelly will check on that to see if the signal is strong enough.

The Board also discussed more mentions of the score throughout the game from the announcer and more shots of the scoreboard throughout the game.

Kelly and Amanda will continue to work on job descriptions.

A motion was made to adjourn by Steve Schnieder with a second by Mike Harmon.

Meeting was adjourned at 7:40 am

Submitted by:

Kelly Thompson Reeves

**MINUTES OF THE PRAIRIE JUSTICE CENTER JOINT OPERATIONS COMMITTEE  
COUNTY OF NOBLES – CITY OF WORTHINGTON  
AUGUST 3, 2015– PRAIRIE JUSTICE CENTER**

**MEMBERS PRESENT:** Troy Appel, Scott Nelson, Mike Harmon, Steve Robinson - City of Worthington  
Kent Wilkening, Chris Dybeveck, Don Linssen, Matt Widboom, Tom Johnson - County of Nobles

Chairman Mike Harmon called the meeting to order at 1:00 p.m. Scott Nelson made a motion to approve the minutes handed out from February 19, 2015 meeting. Matt Widboom seconded the motion. The motion carried.

**Battery Backup** – Kent Wilkening explained that with the last storm, the equipment in Dispatch went down and needed to be reset by hand. Right now, Dispatch is running with no battery backup. Tom Johnson stated that he contacted EDI and GE to get quotes to fix our current backup system or to replace. Cost to repair would be approximately \$16,000-\$17,000, which includes new batteries. Cost to replace was approximately \$26,000-\$28,000, which includes removing the old and installing new equipment. Kent said that he talked to the state and was told that 911 dollars can be used to pay for the project. Kent's recommendation would be to buy new since the old equipment can't be expanded on. EDI also recommended new equipment according to Tom.

Don Linssen made a motion to buy new battery backup equipment to be paid with 911 funds. Matt seconded the motion. With no discussion, the motion passed.

**City and County PJC Contract** – Kent explained that at the last meeting the city and county contract was brought up while discussing the garage addition. There are two parts to the contract. The first part is the building itself. The City of Worthington pays 12.72% of all operating costs incurred at the LEC, which is the percentage of square footage they use. The second part is Dispatch, Records, and Reception personnel paid 50/50 by Nobles County and City of Worthington. Kent stated that the actual usage of personnel is more like 25% / 75%. No one was able to explain why the percentage was 50/50 to begin with.

Steve Robinson asked if the City was making a separate payment of 44% for debt service. Tom stated he didn't think so. Steve suggested that get looked into also.

Don suggested that the Sheriff, Chief, City Administrator, and County Administrator look over the contract and come up with a plan that is fair to all.

**Garage Addition** - Steve said he was meeting with an architect at the end of the week and could get him to walk through the PJC. They will have a discussion on scope of architectural services. Steve's concern was that we need to build a garage that will be sufficient for twenty years, not just five. Tom commented that Vetter/Johnson submitted a garage design two years ago with an estimate of \$660,000, which will need to be updated. He also said that the county was looking at roof replacement at the PJC. Kent requested that as part of the garage addition or roof repair that the back entrance to the Law Enforcement be addressed. The snow swirls around in the corner and piles up.

Chris Dybeveck stated that the public is going through some of the vehicles in the back and looking in doors of squad cars. Scott stated that the garage is needed for those confiscated vehicles and backup squad cars. All this led to discussion of building security.

**Court/Building Security**

All agreed that the PJC has major security issues. Some examples were being able to see the judge at his desk while driving by on Airport Road; public being able to walk or drive around the whole building and having access to all the parking lots; parking squads and confiscated vehicles where public can access

them; public being able to walk right in courtrooms, and long hallways for direct line of sight. Tom said that the building architect told him there were too many electrical lines and other items under the floors that would limit what security options would be available to us. There has also been discussion of moving the building entrance farther west down the sidewalk, so extra security could be installed.

At this point, the judge is requesting single point court screening. Once he demands it, then action will be required. Kent stated that an option would be man security during all hours that the building is open. Tom stated for the record that the Sheriff is responsible for court security so this is a county issue, but it is good to make the committee aware of what is going on.

**Dispatch** – Kent said that Rock, Pipestone, and Lyon Counties are all shopping around for dispatch services. Rock County will need to replace 911 equipment by year end. Kent would like to schedule a meeting to see what can be shared, since Nobles County has equipment capable to handle those counties. Murray County is also trying to offer dispatch services. These counties will still have to spend money on equipment, just not as much as if they were on their own.

Kent explained that Rock County has same equipment and Records Management System as Nobles County so the transition would be very easy. Steve agreed that we should try to get Rock County on board and then look to other counties later. Don said to do it well with one county and get our feet on the ground before adding other counties.

Kent received dispatcher job descriptions from Troy Appel so they could be classified on the county pay scale. The Dispatch Supervisor was classified the same as Jail Sergeants and other dispatchers were the same as jail staff. City pay scale for dispatchers was \$19.57 - \$26.47 compared to \$18.02 - \$22.70 at the county.

Chris explained that currently, WPD Dispatchers belong in the same union as patrol officers and the Dispatch Supervisor is part of the Supervisor union. Kent is not sure how the union contract would figure in with this.

Steve and Troy have discussed this topic and think it would be a great relationship, although we are tied to our employees. Steve questioned forming a new Joint Powers, where the dispatchers would be employees of the Joint Powers. Kent said that if the Joint Powers was between Rock and Nobles Counties, the City of Worthington wouldn't have to be part of it, if their employees would just be taken over. He doesn't want to see dispatchers lose pay, he'd like to see his jail staff move up the scale. Troy stated that the nature of the Sheriff being responsible for the equipment, it's evolving that the County also be in charge of employees. Steve wants to make sure that the employees are not harmed.

Kent stated that currently our Dispatch as two full stations and one spare. IES told Kent that we could designate one work station to Rock County to run their dispatch through until everything gets set up. He has a meeting next month where he will learn more. It depends on Rock County as to how fast and in what direction we move. 911 money can be used to pay for services, but not remodeling.

With no further agenda items, Scott made a motion to adjourn the meeting and Don seconded the motion. Meeting adjourned.

## ADMINISTRATIVE SERVICES MEMO

**DATE: JANUARY 11, 2016**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW**

### CONSENT AGENDA CASE ITEMS

#### **1. ANNUAL APPOINTMENTS**

Designate Time and Place of Meetings - Section 4.02 of the Worthington City Charter states that the annual meeting of the City Council shall be held on the second Monday in January each year, and that the Council shall prescribe the time and place of regular meetings and for calling special meetings. Currently, the regular City Council meetings are held on the second and fourth Mondays of each month in City Hall Council Chambers, excepting that if the second or fourth Monday should fall on recognized holiday the meeting will be held at the same time on the Tuesday immediately following, with special meetings called as needed. *Exhibit 1* is a list of the proposed regular City Council meetings dates on the second and fourth Mondays of each month, at 7:00 p.m., with the noted exception(s).

Council action is requested to set the meeting time and place for the regular City Council meetings as 7:00 p.m. on the second and fourth Mondays of each month, noting the holiday exception (s), in City Hall Council Chambers, with special meetings called as needed.

Appointment of Clerk - Section 2.03 of the Worthington City Charter states that effective January 1st of each year, the City Council shall appoint a clerk for a one-year term, however, the clerk shall served until his/her successor has been appointed and qualified.

Council action is requested to appoint Janice Oberloh as City Clerk for the period January 1, 2016 through December 31, 2016 as required by the City Charter, and to appoint Melinda Eggers as the Assistant City Clerk for that time to act in the absence of the Clerk.

Designate Official Newspaper - Section 4.07 of the Worthington City Charter states that the City Council shall at its first regular meeting each year designate an official local newspaper (currently the Daily Globe) for the publication of all matters required by law to be published.

Council action is requested to designate the Daily Globe as the official newspaper for all matters required by law to be published in 2016.

Designate Official Depositories: As advised by the State Auditor, Council is asked to designate financial institutions as official depositories for the City of Worthington in 2016.

Staff submits the following for Council approval and designation: Bank of the West, First State Bank Southwest, Fulda Area Credit Union, Rolling Hills Bank, United Prairie Bank, Wells Fargo Bank - and investments: Worthington Federal Savings Bank, SWS Financial Services, Ameriprise Financial, Edward Jones Investments, and 4M Fund (League of MN Cities sponsored money market).

Council action is requested to designate the official depositories for 2016 as listed.

Annual Committee Appointments - **Exhibit 2** is a list of the proposed annual 2016 City Council Committee appointments as provided by Mayor Kuhle.

Council action is requested to approve the 2016 Council Committee appointments as presented.

**2. APPOINTMENT OF CITY ATTORNEY**

The current appointment of the City Attorney expired at the conclusion of 2015 and as such a renewal has been proposed for 2016. The agreement is with Mark W. Shepherd as the City Attorney and Jim E. Malters as Assistant City Attorney. As outlined in **Exhibit 3**, the proposed hourly rate for 2016 is at \$170.00 plus expenses, and represents an increase of just under 3% from 2015.

Council action is requested to approve Mark W. Shepherd as the City Attorney and James E. Malters as the Assistant City Attorney for a one-year period from and after January 1, 2016 until December 31, 2016.

**3. ADDITIONAL 2016 LICENSE RENEWAL APPLICATIONS**

The following additional 2016 renewal license applications have been received:

On-Sale Beer License

La Azteca Restaurant, Jesus Leon, 223 Tenth Street

Off-Sale Beer License

La Azteca Grocery Store, Jesus Leon, 219 Tenth Street  
La Morenita Inc., Olivia Figueroa, 1321 Milton Avenue

All the required paperwork and fees have been received and required insurance in place.

Council action is requested to approve the additional 2016 License Renewal Applications.



## **CASE ITEMS**

### **1. ELECTION OF 2016 MAYOR PRO-TEM**

Pursuant to Section 2.02 of the City Charter, at their annual meeting, Council shall elect by ballot a Mayor Pro Tem to preside over the meetings of the City Council during the absence of the Mayor from the City, or upon the inability of the Mayor, from any cause, to discharge the duties of the office. Paper ballots will be distributed at the meeting for the election of the Mayor Pro Tem.

### **2. THIRD READING PROPOSED ORDINANCE - CHANGE OF ZONE- 500 AND 620 STOWER DRIVE**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would change the zoning of the property located at 500 and 620 Stower Drive from "M-2" - General Manufacturing to "M-1" - Light Manufacturing as follows:

The following described properties, presently included in the "M-2" district, shall henceforth be included in the "M-1" district:

500 Stower Drive — Parcel ID #31-0648-200

620 Stower Drive — Parcel ID #31-0648-100

A complete copy of the proposed ordinance was included with your December 14, 2015 Council agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance for change of zone for property located at 500 and 620 Stower Drive from "M-2" - General Manufacturing to "M-1" - Light Manufacturing.

### **3. THIRD READING PROPOSED ORDINANCE - CHANGE OF ZONE - 1720 BURLINGTON AVENUE**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would change the zoning of the property located at 1720 Burlington Avenue from its current "R-1" - Single Family Detached Residential designation to "R-2" - One Family, Low Density Residential. The property is legally described as:

Lots 1 and 2, Block 2, Darling's Second Addition to the City of Worthington, Nobles County, Minnesota; the vacated unnamed north-south street in the plat of Darling's Second Addition to the City of Worthington, Nobles County, Minnesota, abutting Block 2 of said Darling's Second Addition; that part of the vacated Cecilee Street lying north of Lot 11, Block 1, Darling's First Addition, City of Worthington, Nobles County, Minnesota; and Lots 5, 6, 7, and 8, EXCEPT the easterly 20.00 feet of said Lots 5, 6, 7, and 8, Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota.

Adoption of the ordinance will allow the applicant to develop the eastern portion of the property for residential development.

A complete copy of the proposed ordinance was included with your December 14, 2015 Council agenda

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance that would change the zoning of the property located at 1720 Burlington Avenue from its's current "R-1" - Single Family Detached Residential designation to "R-2" - One Family, Low Density Residential.

**4. REQUEST FROM PBK INVESTMENTS TO EXTEND PREFERRED DEVELOPER AGREEMENT**

The Worthington City Council adopted a resolution on July 28, 2014 approving a "Term Sheet - TIF Development Agreement" which designated PBK Investments, Inc. as the sole Developer for the Northland Mall redevelopment project until December 31, 2014.

Council subsequently adopted a resolution on December 22, 2014 extending the selection of PBK Investments, Inc. as the sole developer of the Northland Mall site until June 30, 2015.

On December 17, 2015, Brian Pellowski of PBK Investments, Inc. submitted a request to the City Council asking to extend the now expired term sheet designating him as the sole developer until December 31, 2016.

It is the understanding of City Staff that the above referenced term sheet was originally requested by PBK Investments, Inc. to provide assurance that the City would not seek out nor work with other developers while Mr. Pellowski negotiated for the purchase of the Mall properties. This issue became moot when Mr. Pellowski purchased the mall properties from

Administrative Services Memo

January 11, 2016

Page 5

the previous owner and entered into a mortgage agreement with the City on May 21, 2015. Since the City does not own the property, it does not have any standing or interest to seek out or work with other developers that may express interest in the site. Staff conferred with the City Attorney who advised that amending and restating the above mentioned term sheet serves neither party's interest. It is staff's recommendation not to amend and extend the term sheet to December 31, 2016.

Council is asked to consider Mr. Pellowski's request to amend and extend the now expired term sheet until December 31, 2016.

**2016 Worthington City Council**  
**Regular Meetings**

Monday - January 11, 2016  
Monday - January 25, 2016  
Monday - February 8, 2016  
Monday - February 22, 2016  
Monday - March 14, 2016  
Monday - March 28, 2016  
Monday - April 11, 2016  
Monday - April 25, 2016  
Monday - May 9, 2016  
Monday - May 23, 2016  
Monday - June 13, 2016  
Monday - June 27, 2016  
Monday - July 11, 2016  
Monday - July 25, 2016  
Monday - August 8, 2016  
Monday - August 22, 2016  
Monday - September 12, 2016  
Monday - September 26, 2016  
Monday - October 10, 2016  
Monday - October 24, 2016  
Monday - November 14, 2016  
Monday - November 28, 2016  
Monday - December 12, 2016  
Tuesday - December 27, 2016

All Regular City Council Meetings are held at 7:00 p.m. in the Worthington City Hall Council Chambers.

2016  
City Council Committee Assignments

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Scott Nelson	Okabena Ocheda Bella Clean Water Partnership Economic Development Revolving Loan Fund Housing and Redevelopment Authority Joint Jurisdictional Planning Commission Lakes Improvement Committee Park and Recreation Advisory Board Joint Law Enforcement Center (LEC) Committee
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Diane Graber	Convention and Visitors Bureau Employee Advisory Board Joint Jurisdictional Planning Commission Memorial Auditorium Advisory Board Planning Commission Public Arts Commission Joint Powers Transit Board
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Rod Sankey	Downtown Parking Advisory Board Heron Lake Watershed Board Liquor Committee NEON Airport Advisory Board SW Minnesota Regional Radio Board Worthington Rediscovered Committee
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Mike Harmon	WGTV-TV3 Joint Powers Board (Cable 3) Center for Active Living Committee Joint City/County/School Board Economic Development Revolving Loan Fund Golf Advisory Board Joint Law Enforcement Center (LEC) Committee Water and Light Commission
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Larry Janssen	Health Insurance Board of Trustees Lake Improvement Committee NEON Okabena-Ocheda Bella Clean Water Partnership Traffic and Safety Committee Joint Powers Transit Board Worthington Rediscovered Committee
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Mike Kuhle	Joint City/County/School Board EO Olson Trust Fund Board Southwest Regional Development Commission
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# 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.msvlawoffice.com

December 17, 2015

James E. Malters †\*

Mark W. Shepherd

David R. Von Holtum  
(1936-2009)

Gretchen P. Simonich  
Paralegal

Abby Schutte  
Paralegal

Ms. Janice Oberloh  
City Clerk  
City of Worthington  
PO Box 279  
Worthington, Minnesota 56187-0279

**RE: City Attorney Contract  
Our File No. 30002-A**

Dear Ms. Oberloh:

I currently serve as City Attorney by appointment and contract on a yearly basis. The current one-year appointment and contract expires on December 31, 2015.

We propose to renew our Agreement to provide services to the City of Worthington at the rate of \$170.00 per hour plus expenses. Our hourly rate is currently \$165.00 so that would be a proposed increase of just under 3%.

Expenses shall include long distance telephone charges; travel expenses, including mileage at the current IRS rate; photocopying expenses for copies in excess of 10 per copying occasion at the rate of \$.15 per copy; and telefacsimile copies sent and received at the rate of \$.25 per page. The out-of-pocket expenses will be shown on a statement submitted to the City each month. As a practical matter, we have not billed for expenses except on very rare occasions; however, we do want to retain the right to do so.

If the City Council accepts our proposal, the motion should specifically state that the undersigned is reappointed as City Attorney for a one-year period from and after January 1, 2016, and that James E. Malters is reappointed for that time period as an Assistant City Attorney.

If you or any member of the City Council have any questions about any of the above or if my presence is desired at the City Council meeting at which this issue will be considered, please let me know.

Yours very truly,

MARK W. SHEPHERD  
For the Firm

MWS:lj

cc: Mr. Scott Hain

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

## ENGINEERING MEMO

**DATE:** JANUARY 6, 2016  
**TO:** HONORABLE MAYOR AND COUNCIL  
**SUBJECT:** ITEMS REQUIRING COUNCIL ACTION OR REVIEW

### CASE ITEMS

#### 1. LICENSE AGREEMENT WITH ALLTEL COMMUNICATIONS

Several months ago the City was approached by Alltel Communications doing business as Verizon Wireless (Verizon) regarding the potential to utilize light poles, signal poles or sign poles for installation of “small cell” sites. As proposed, the small cells would function similar to the more typical cell sites except they are intended to have a limited coverage area and used at locations of high cell phone traffic to relieve congestion on the larger area cell sites. The small cell sites utilize fiber optic or other high capacity cables to interface with telephone networks. Verizon has identified two locations in Worthington at this time where small cell sites are projected to improve service for their users. These locations are near the TH 59 (North Humiston Avenue) and Ray Drive intersection and the Oxford Street and TH 59/60 round-about (on the west leg). The specific locations are shown on the diagrams included in Exhibit 1. These diagrams also depict the appearance of the small cell equipment. Council may note that Verizon will also need a permit from the Minnesota Department of Transportation for the round-about location. Additional locations may be identified in the future.

Given the potential complexities of telecommunications and right-of-way issues, staff contacted the League of Minnesota Cities to see if they could provide guidance on the proposed use of poles. League staff reported that this was a new issue that they were not versed in but was aware that Rochester had also been approached for use of poles. At that time Rochester was also only beginning to explore the request. It was recommended that the City work with Peter Beck (Beck Law Office). Mr. Beck has experience with both telecommunication issues and municipal interests. The City has since used Mr. Beck as special counsel on this issue with costs to be recovered from Verizon should an agreement be reached.

Verizon initially desired a lease agreement for use of the pole, however Mr. Beck and staff recognized that a license agreement was a more appropriate arrangement. While leasing space on water towers or similar permanent facilities outside of right-of-ways may be acceptable, the City can not provide the same level of assurance that sign, signal, and particularly, street light poles will be continuously available for use for the small cell installations. The fact that street light poles or even street lighting electric circuits are the lowest priority infrastructure in regard to managing right-of-way utilization and in regard to maintaining continuous service is a key consideration in the terms reached with Verizon. The license agreement is intended to allow Verizon’s use of the poles but does not obligate the City to give the poles the small cell sites are located on any greater

*Engineering Memo - January 6, 2015*

*Page 2*

priority than it would with any other pole. Another key consideration in the terms of the terms is that the small cell site installation should not cause the City to incur any costs. The terms also recognize that proposed revenue for use of the poles should reflect the lower assurance of their availability.

Exhibit 1 includes the proposed license agreement for the two locations desired by Verizon. One agreement would be executed for each location. The technical information omitted in the agreement found in Exhibit 1 will be inserted for each location. Key items in the agreement are:

Payments: Initial reimbursement of costs, \$8,000 per agreement; annual license fee, \$1,500 per agreement; reimbursement for electric use, \$1,500 per agreement subject to adjustments; and additional reimbursements if needed to administer the contract, etc.

Term: 10 years. Verizon may terminate annually. Installations must be removed following termination.

Any interference with City communication equipment (not applicable at this time) must be remedied.

Verizon to replace poles as needed to support equipment or provide desired height at their expense.

Public use of the poles is given highest priority.

City may relocate poles. Verizon must relocate their installations at their expense.

Installations are subject to City's approval of structural evaluation.

The General Manager of Utilities and Electric Superintendent have reviewed and provided input throughout the negotiation process and are comfortable with the agreement as proposed. Elements of the agreement pertaining to liability/risk management have been reviewed by the City Attorney and League of Minnesota staff. Comments provided have been incorporated into the agreement.

It should be noted that other providers may in the future also wish to utilize City poles for similar installations. It should be anticipated that the City will need to give other providers the same opportunity as provided to Verizon for the same type of use.

Should Council concur with allowing the proposed installations, staff recommends that Council authorize the Mayor to execute each of the two agreements as completed to reflect the specific of each location.



*Engineering Memo - January 6, 2015*

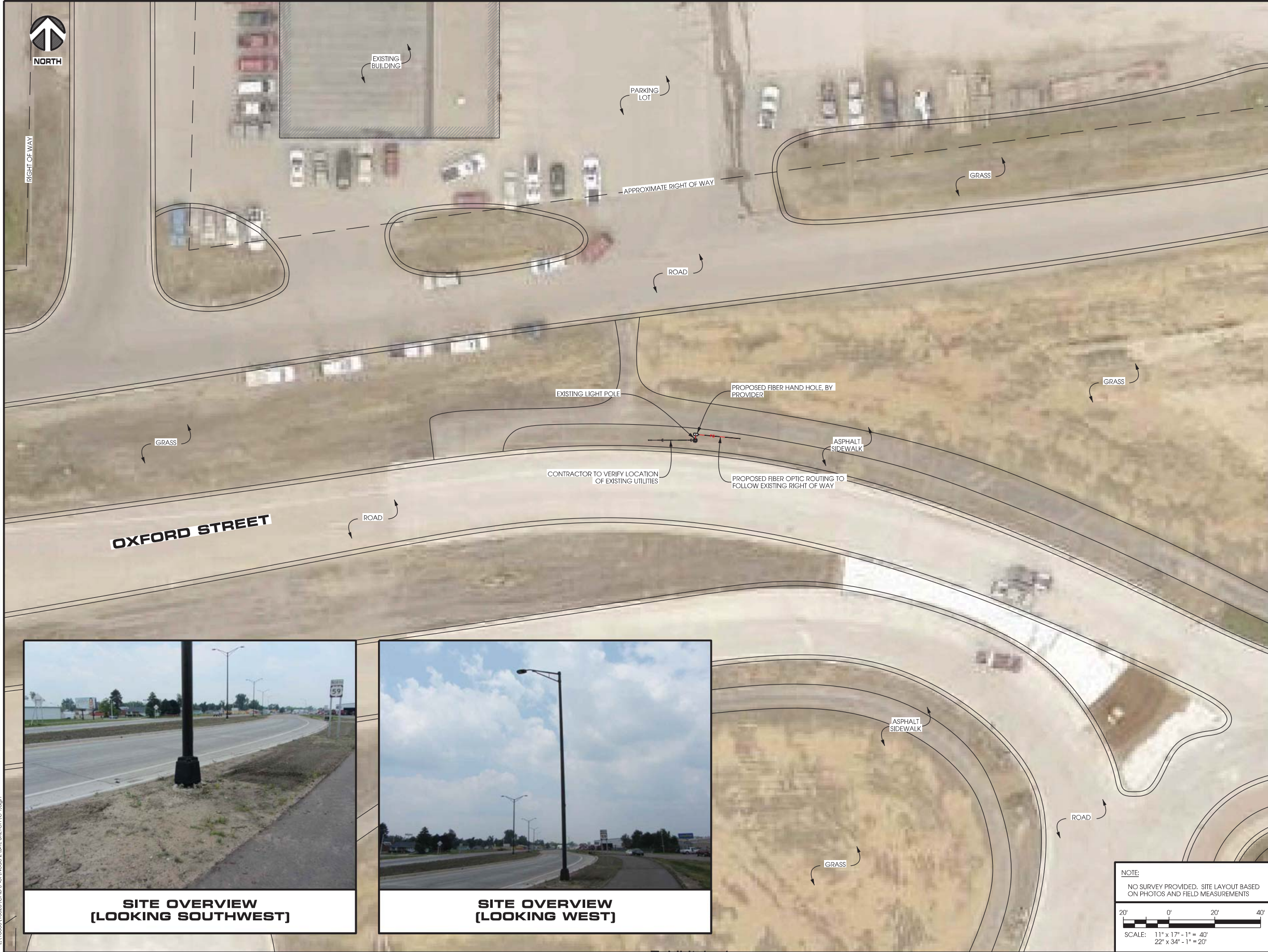
*Page 3*

**2. RESOLUTION PERTAINING TO INTENT TO BOND FOR COSTS INCURRED  
IN MAKING PUBLIC IMPROVEMENT**

Federal tax regulations require that local governments declare the intent to reimburse themselves for prior costs incurred in making public improvements with proceeds from bonds. In other words, the City must state the intent to sell bonds for a project after significant costs have already been incurred for the project. It is typical for the City to temporarily finance improvements with construction fund reserves until an adequate amount of costs from various projects have been incurred to warrant the issuance of a bond. Staff recommends that Council pass the resolution in Exhibit 2 as it pertains to the following improvement as approved at the October 26, 2015 Council meeting:

Project	Maximum Amount of Bonds Expected to be Issued for Project
Grand Avenue Phase II Street Extension	\$514,500

The maximum amount listed in the resolution is approximately 10% higher than the project estimates presented for the project ordered by Council.



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Suite 250  
Bloomington, MN 55439  
www.ssc.us.com



17645 Juniper Path, Suite 105  
Lakeville, MN 55044  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

PROJECT NO:	20141022228
EDGE PROJECT NO:	10525
DRAWN BY:	MJM
CHECKED BY:	OGD

REV.	DATE	DESCRIPTION	
A	07/16/2014	SITE SKETCH	MJM
B	02/05/2015	SITE SKETCH	MJM
C	08/11/2015	SITE SKETCH	RJK

PRELIMINARY -  
NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
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DIRECTION OF A LICENSED PROFESSIONAL  
ENGINEER, TO ALTER THIS DOCUMENT.

SISSETON SITE SKETCH NODE 2  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
SMALL CELL DRAWINGS

SHEET TITLE

**SITE PLAN**

SHEET NUMBER

**C-1**

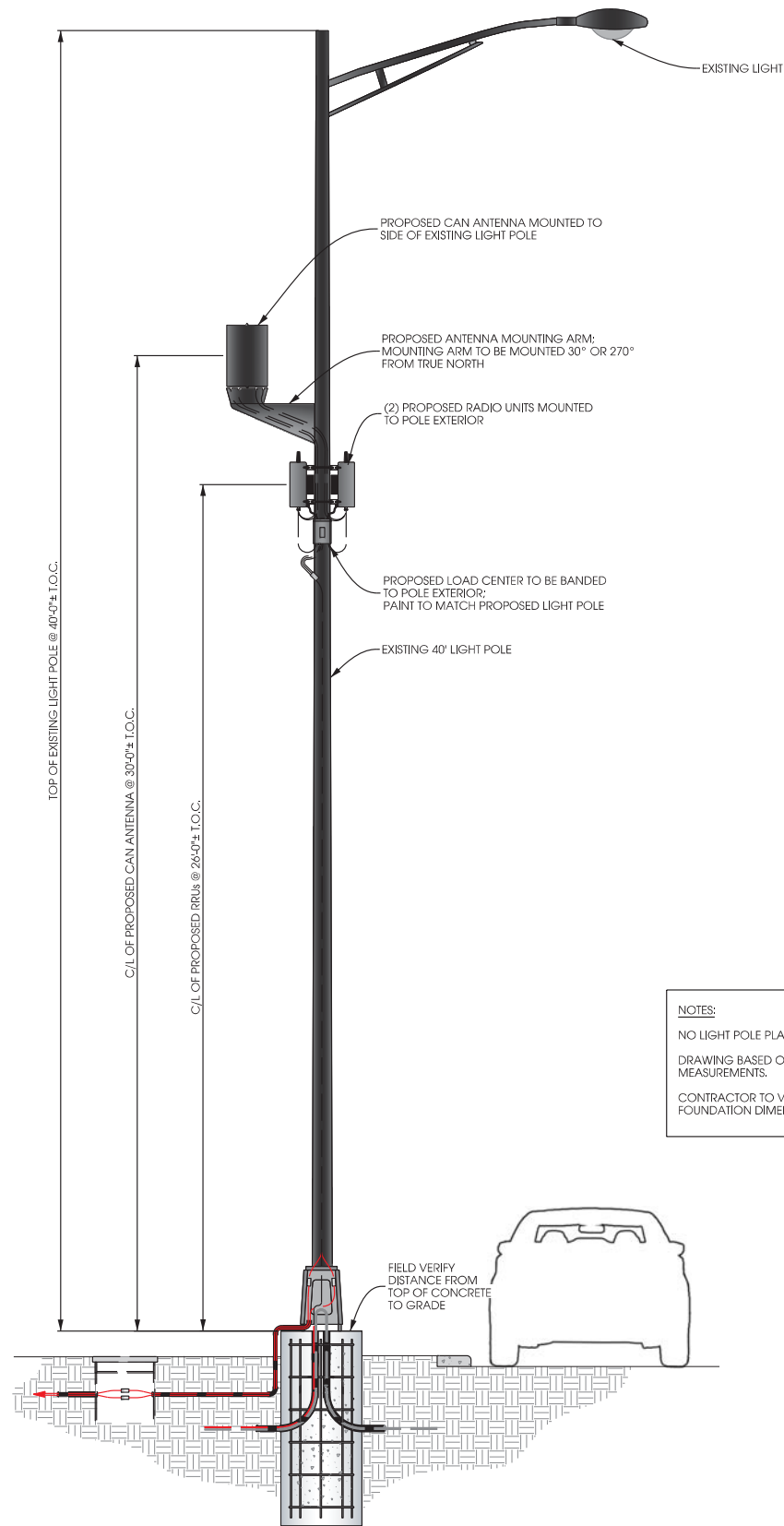
NOTE:  
NO SURVEY PROVIDED; SITE LAYOUT BASED  
ON PHOTOS AND FIELD MEASUREMENTS

20' 0' 20' 40'

SCALE: 11" x 17" - 1" = 40'  
22" x 34" - 1" = 20'

L:\10500\10525\CADD\Per Node 2\SITE SKETCH\C-1.dgn





NOTES:  
NO LIGHT POLE PLANS PROVIDED.  
DRAWING BASED ON SITE PHOTOS AND FIELD MEASUREMENTS.  
CONTRACTOR TO VERIFY LIGHT POLE AND FOUNDATION DIMENSIONS BEFORE INSTALLATION.

**A LIGHT POLE [ELEVATION]**  
A-1 SCALE: 11 x 17 - 1" = 5'-0"  
22 x 34 - 1" = 2'-6"



**EXISTING LIGHT POLE ELEVATION [LOOKING NORTHWEST]**



**EXISTING LIGHT POLE**



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608.644.1549 fax  
www.edgeconsult.com

PROJECT NO:	20141022228
EDGE PROJECT NO:	10525
DRAWN BY:	MJM
CHECKED BY:	OGD

REV.	DATE	DESCRIPTION	
A	07/16/2014	SITE SKETCH	MJM
B	02/05/2015	SITE SKETCH	MJM
C	08/11/2015	SITE SKETCH	RJK

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SISSETON SITE SKETCH NODE 2  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
SMALL CELL DRAWINGS

SHEET TITLE  
**POLE ELEVATION**

SHEET NUMBER  
**A-1**

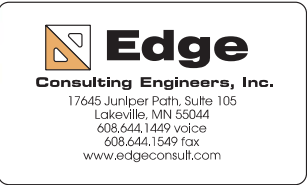
NOTE:  
PROPOSED VERIZON LOADING SHOWN ON THIS PAGE INCLUDES (1) CAN ANTENNA, (2) REMOTE RADIO UNITS (RRUs), AND (1) LOAD CENTER



ACTUAL PHOTOGRAPH BEFORE SIMULATION



PHOTO SIMULATION OF PROPOSED INSTALLATION



PROJECT NO:	20141109823
EDGE PROJECT NO:	10525
DRAWN BY:	KJG
CHECKED BY:	OGD

REV.	DATE	DESCRIPTION	
A	12/30/2015	PHOTO SIMULATION	KJG

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MN09 SISSETON SC2  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
PHOTO SIMULATION

SHEET TITLE  
**PHOTO SIM 1**

SHEET NUMBER  
**PS-1**





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17645 Juniper Path, Suite 105  
Lakeville, MN 55044  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

PROJECT NO:	20141022228
EDGE PROJECT NO:	10525
DRAWN BY:	MJM
CHECKED BY:	OGD

REV.	DATE	DESCRIPTION	
A	07/16/2014	SITE SKETCH	MJM
B	02/05/2015	SITE SKETCH	MJM
C	08/11/2015	SITE SKETCH	RJK

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SISSETON SITE SKETCH NODE 1  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
SMALL CELL DRAWINGS

SHEET TITLE

**SITE PLAN**

SHEET NUMBER

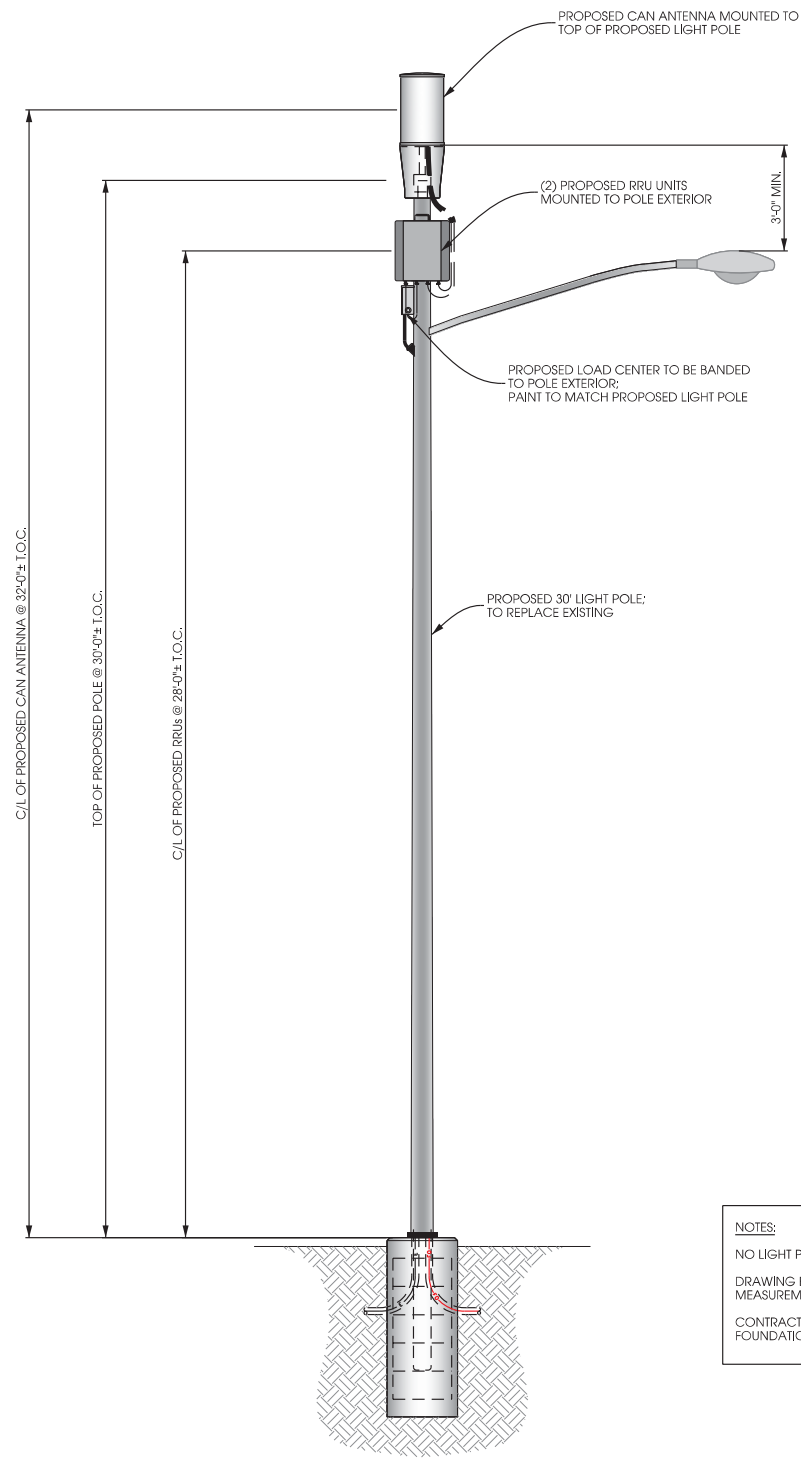
**C-1**

NOTE:  
NO SURVEY PROVIDED; SITE LAYOUT BASED  
ON PHOTOS AND FIELD MEASUREMENTS

10' 0' 10' 20'

SCALE: 11" x 17" - 1" = 20'  
22" x 34" - 1" = 10'





NOTES:  
NO LIGHT POLE PLANS PROVIDED.  
DRAWING BASED ON SITE PHOTOS AND FIELD MEASUREMENTS.  
CONTRACTOR TO VERIFY LIGHT POLE AND FOUNDATION DIMENSIONS BEFORE INSTALLATION.

**A LIGHT POLE [ELEVATION]**  
A-1 SCALE: 11 x 17 - 1" = 5'-0"  
22 x 34 - 1" = 2'-6"



**EXISTING LIGHT POLE ELEVATION  
[LOOKING EAST]**



**EXISTING LIGHT POLE TO BE REPLACED  
[LOOKING NORTHWEST]**



PROJECT NO: 20141022228  
EDGE PROJECT NO: 10525  
DRAWN BY: MJM  
CHECKED BY: OGD

REV.	DATE	DESCRIPTION	
A	07/16/2014	SITE SKETCH	MJM
B	02/05/2015	SITE SKETCH	MJM
C	08/11/2015	SITE SKETCH	RJK

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ENGINEER, TO ALTER THIS DOCUMENT.

SISSETON SITE SKETCH NODE 1  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
SMALL CELL DRAWINGS

SHEET TITLE  
**POLE ELEVATION**

SHEET NUMBER  
**A-1**



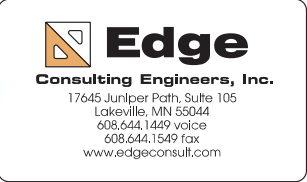
NOTE:  
PROPOSED VERIZON LOADING SHOWN ON THIS PAGE INCLUDES (1) CAN ANTENNA, (2) REMOTE RADIO UNITS (RRUs), AND (1) LOAD CENTER



ACTUAL PHOTOGRAPH BEFORE SIMULATION



PHOTO SIMULATION OF PROPOSED INSTALLATION



PROJECT NO:	20141022228
EDGE PROJECT NO:	10525
DRAWN BY:	KJG
CHECKED BY:	OGD

REV.	DATE	DESCRIPTION	
A	12/30/2015	PHOTO SIMULATION	KJG

PRELIMINARY -  
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MN09 SISSETON SC1 1  
WORTHINGTON, MINNESOTA  
EXISTING LIGHT POLE  
PHOTO SIMULATION

SHEET TITLE  
**PHOTO SIM 1**

SHEET NUMBER  
**PS-1**

Licensee Site Name: MN09 Sisseton  
 Licensee Site Number: 288502

## **LICENSE AGREEMENT**

This License Agreement (“**Agreement**”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **City of Worthington**, (“**City**”), with its principal offices located at \_\_\_\_\_, and **Alltel Communications, LLC d/b/a Verizon Wireless** (“**Licensee**”) with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). City and Licensee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

### **RECITALS:**

WHEREAS, City is the owner of a certain utility pole, which is located within the City and within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (the “**FCC**”) to Licensee; and

WHEREAS, Licensee desires to install, maintain and operate communications equipment upon the City’s street lighting, traffic control and/or traffic signing pole (the “**Pole**”), which may be located in a public right-of-way; and

WHEREAS, City and Licensee desire to enter into this Agreement to define the terms and conditions pursuant to which City will grant a License for Licensee to install, maintain and operate communications equipment on the City's Pole.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **LICENSE**. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, City agrees to license to Licensee space on the Pole described in **Exhibit A**, attached hereto and incorporated herein, for the installation, operation and maintenance of Licensee’s communications equipment, together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, to and from the Pole for the purpose of installation, operation and maintenance of Licensee’s communications facility. If there are not sufficient electric, telephone, cable, or fiber sources serving the Pole, City shall grant Licensee, or the local electric, telephone, cable, or fiber provider, the right to install such services necessary for Licensee to install and operate its communications facility. The location of such services shall be as designated by City. Provided however, after Licensee’s initial installation, if Licensee desires additional services, City may require that the additional services be installed within the same space in Licensor’s right-of-way as used for Licensee’s initial installation.

2. **PRIORITY OF PRIMARY USE**. Licensee acknowledges and agrees that the primary use (“**Primary Use**”) and purpose of the Pole is to provide for traffic control and street



lighting for the public and that City's operations in connection with the Primary Use take priority over Licensee's use of the Pole.

(a) Priorities of Use. Licensee acknowledges and agrees that users of the Pole shall have the following priorities of use, in descending order, with respect to the resolution of communication interference, emergency public safety needs, repair or reconditioning, or other conflict, while this Agreement is in effect:

- (1) City and all its related entities;
- (2) Public safety agencies not related to City, including law enforcement, fire, and ambulance services;
- (3) Other governmental agencies where use of the Pole is not related to public safety;
- (4) Pre-existing licensees (if any); and
- (5) Licensee.

(b) Temporary or Permanent Relocation. If Licensee's use of the Pole presents a threat of harm or damage to the health, safety or general welfare of the public and/or the Pole; or if the Pole needs to be taken out of service temporarily for maintenance, repair or replacement; or if the Pole is to be permanently removed or relocated; all as determined by City in its sole discretion, City may require Licensee to relocate its equipment to an alternate location upon the following terms and conditions:

- (1) City shall give Licensee at least sixty (60) days written notice prior to requiring Licensee to relocate from the Pole;
- (2) City shall make a good faith effort to identify all viable locations in the vicinity of the Pole to be relocated and the Parties shall mutually agree on an alternate pole (the "**Alternate Pole**");
- (3) Licensee will pay all costs incurred for relocating Licensee's equipment to the Alternate Pole;
- (4) City shall provide documentation or other information, if it has any, to assist Licensee in obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or other authorities which will permit Licensee's use of the Alternate Pole.
- (5) Licensee shall be allowed, if necessary in Licensee's reasonable discretion, to place a temporary installation in a location approved by City during a temporary relocation and, upon completion of any maintenance, repair or

similar work by City, Licensee will be permitted to return to its original location from the temporary location; and

(6) If the relocation to an Alternate Pole will be a permanent relocation the Parties shall amend this Agreement to accurately reflect the location of the Alternate Pole.

(c) Emergency Relocation or Removal. City shall have the right, if, in its sole discretion, there is an immediate risk to the public health, safety or general welfare, to require Licensee to immediately, upon such notice as the City deems feasible given the circumstances, remove Licensee's equipment from the Pole. If Licensee fails to remove the equipment as and when directed by City, or if City determines it is not feasible to give Licensee notice to remove the equipment, City shall have the right to abate the threat to the public health, safety or general welfare by removing the equipment. City shall notify Licensee that the equipment has been removed, shall secure the equipment until it is returned to Licensee, and shall have no liability to Licensee for any damage to the equipment incurred during the emergency removal. Licensee shall reimburse City for its documented costs to remove and store the equipment.

3. TERM. This Agreement shall be effective on the date executed by all Parties and shall be in effect for a term extending ten (10) years after the first day of the month during which Licensee commences installation of equipment on the Pole (the "**Commencement Date**"). The Parties agree to acknowledge in writing the Commencement Date. This Agreement shall automatically, without any further notice, terminate ten (10) years after the Commencement Date unless the Parties have entered into an amendment to this Agreement extending the 10-year term.

#### 4. LICENSE FEE AND COSTS.

(a) License Fee. Licensee shall pay an annual license fee ("**License Fee**") for use of the Pole in the amount of \$1,500.00. The License Fee shall be paid in advance within sixty (60) days after Licensee receives written acknowledgement of the Commencement Date, and annually on each anniversary of the Commencement Date, to the City or to such other person, firm or place as City may, from time to time, designate in writing at least thirty (30) days in advance of any payment date by notice given in accordance with Section 14, below. Upon agreement of the Parties, Licensee may pay rent by electronic funds transfer and in such event, City agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

(b) Reimbursement of Costs. In addition to the License Fee, Licensee shall reimburse all of City's costs to implement, administer, and enforce this Agreement including, without limitation: (i) City's costs to retain a structural engineer or other consultant to review Licensee's plans for installation of equipment and to inspect Licensee's equipment upon installation as determined necessary by City; (ii) City's costs to retain a Radio Frequency Engineer to identify or resolve any potential or actual interference issues caused by Licensee's equipment at the commencement of service and

at such other times as deemed necessary by City; and (iii) City's legal fees and other consultant costs associated with the negotiation, administration, and enforcement of this Agreement. Reimbursement of the City's costs to implement this Agreement shall be made by payment of a lump sum reimbursement payment of \$8,000.00 within sixty (60) days after full execution of this Agreement. The Parties acknowledge and agree that the lump sum reimbursement payment will reimburse the City for its costs to implement this Agreement, and that Licensee will remain obligated to reimburse City for any future costs to administer and enforce this Agreement. Reimbursement of the City's costs to administer and enforce this Agreement shall be made within sixty (60) days following delivery by City of a statement documenting the costs incurred. Failure to reimburse costs as provided herein shall be a material default under this Agreement and shall entitle City to all remedies provided by this Agreement.

5. ELECTRICAL.

(a) Service. City shall, during the Term of this Agreement, provide electrical service to Licensee's communications facility on the Pole, subject to the same policies, conditions and practices applied to providing electric service for the City's use of the Pole. If Licensee requires increased voltage or better service beyond the voltage and service currently provided to the Pole to meet the City's lighting needs, Licensee shall be responsible for all costs to improve the voltage and/or electric service provided to the Pole. Licensee acknowledges that if electric service for the City's use of the Pole is interrupted for any reason, including planned outages for maintenance or other purposes, electric service to Licensee's equipment will also be interrupted. City shall have no liability to Licensee for such outages. City will, if feasible, notify Licensee in advance of such outages.

(b) Reimbursement for Electric Service. Licensee shall reimburse City for electrical service used by Licensee, at the rate of \$1,500.00 per year. This amount shall increase each year in an amount equal to the percentage increase in the rate City pays for electric service each year. City shall provide Licensee with written notice of the increased rate at least sixty (60) days before the annual License Fee is due. The reimbursement rate for the Pole shall also be adjusted if Licensee adds equipment to the Pole which increases electric usage. Reimbursement for electric costs shall be paid by Licensee at the time of payment of the annual License Fee.

(c) Installation. Electric service does not include initial installation, which shall be paid for by Licensee.

6. POLE USE; INSTALLATION; OTHER APPROVALS.

(a) Pole Replacement. The Parties acknowledge that in order to support installation of Licensee's communications equipment, the existing pole in the public right of way must be replaced. Licensee shall furnish all labor, materials, tools and work to replace the Pole in accordance with the plans prepared by \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ and approved by the City. Notwithstanding the work to be performed and materials to be furnished by Licensee with respect to the replacement Pole, the replacement Pole shall be deemed to be the property of City at all times, and City shall maintain the replacement Pole to the same standards as other City light poles, and shall be responsible for compliance with all applicable laws and governmental requirements related to the replacement Pole. Licensee shall have no obligation to remove the replacement Pole upon the expiration or earlier termination of the Agreement. Following City's acceptance of the replacement Pole, City shall be deemed to have accepted the replacement Pole "AS IS" and at its own risk.

(b) Use. Licensee shall use the Pole exclusively for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. Licensee shall have the right to replace, repair, add or otherwise modify its equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, without an increase in the License Fee, subject to approval and permitting by City as provided herein.

(c) Installation of Equipment. Before placing any equipment on the Pole, Licensee shall provide City with a structural analysis of the Pole which demonstrates, to the satisfaction of City in its sole discretion, that the Pole can support the equipment proposed to be placed on it. Licensee shall also provide City with installation plans, including plans for the installation of Licensee's equipment. **Exhibit A** details the Parties' agreement to place the Licensee's equipment on the Pole.

(d) Other Approvals. In addition, it is understood and agreed that Licensee's ability to use the Pole is contingent upon it obtaining permits and other approvals that may be required by the City or any Federal, State or other Local authorities which will permit Licensee to use the Pole as set forth above (the "**Governmental Approvals**"). The City shall cooperate with Licensee in its effort to obtain Governmental Approvals, and shall take no action which would adversely affect Licensee's ability to obtain the Governmental Approvals. Licensee shall have the right to terminate this Agreement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated; (iii) Licensee determines that the Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that the Pole is no longer technically compatible for its use; or (v) Licensee, in its sole discretion, determines that the use of the Pole is obsolete or unnecessary. Notice of Licensee's exercise of its right to terminate shall be given to the City in accordance with the notice provisions set forth in Section 14 and shall be effective upon the mailing of that notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to the termination date shall be retained by the City. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the Licensee shall have no further obligations for the payment of rent to the City for the terminated Agreement.

7. INDEMNIFICATION. Subject to Section 8 below and to the extent allowed by applicable law, each Party shall defend and indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. To the extent allowed by applicable law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Pole or to the property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Pole or the property shall waive the insurer's right of subrogation against the other Party.

b. City and Licensee each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence. City and Licensee each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Section 7, and to the extent allowed by applicable law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided Licensee is not in default hereunder beyond applicable notice and cure periods, Licensee shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date, provided that three (3) months prior notice is given to City.

11. INTERFERENCE. Licensee agrees to install equipment of the type and frequency that will not cause harmful interference, which is measurable in accordance with then-existing industry standards, to any equipment of City. If any equipment installed by Licensee causes such interference, and after City has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down the equipment

and later powering up the interfering equipment for intermittent testing. If Licensee is not able to eliminate the interference to City's satisfaction within thirty (30) days, Licensee shall remove the interfering equipment.

12. REMOVAL AT END OF TERM. Licensee shall, within ninety (90) days after expiration or any earlier termination of this Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Pole to its original condition, reasonable wear and tear and casualty damage excepted. City agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee, and Licensee shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Pole after termination of this Agreement, Licensee shall pay rent at the then-existing monthly pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. ASSIGNMENT. Licensee may sell, assign or transfer this Agreement without any approval or consent of the City, to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the City is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the City, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

14. NOTICES. All notices hereunder must be in writing and shall be validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

City: City of Worthington  
Attn: City Clerk  
303 9<sup>th</sup> Street  
Worthington, MN 56187-0279

Licensee: Alltel Communications, LLC  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921



Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

15. DEFAULT.

(a) Payment Defaults. Failure of Licensee to:

- (1) Make a License Fee payment when due;
- (2) Reimburse City for costs as provided in Section 4(b) of this Agreement; or
- (3) Reimburse City for electric service as provided in Section 5(b) of this Agreement;

shall be a material default under this Agreement which, if not remedied within fifteen (15) days after Licensee's receipt of written notice from City of the default, shall entitle City to immediately, upon written notice to Licensee: (i) terminate this Agreement; and (ii) cut off electric service to Licensee's equipment.

(b) Other Defaults. If there is a breach by a Party with respect to any other of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of the breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Section.

16. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Minnesota.

17. APPLICABLE LAWS. Licensee shall, in respect to the condition of the Pole and at Licensee's sole cost and expense, comply with: (a) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**") relating solely to Licensee's specific and unique nature of use

of the Pole; and (b) all building codes requiring modifications to the Pole due to the improvements being made by Licensee.

18. EXECUTION AUTHORITY. The submission of this Agreement for examination does not constitute an offer to license the Pole and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

19. ENVIRONMENTAL.

(a) The City will facilitate Licensor's investigation of the property to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on the Pole.

(b) The City will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now, or at any time hereafter, be in effect that are, or were, in any way related to activity now conducted in, on, or in any way related to the Pole or property, unless such conditions or concerns are caused by the specific activities of Licensee on the Pole.

(c) The City shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability at the City's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Licensee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Poles or property or activities conducted thereon, unless such environmental conditions are caused by Licensee.

(d) Licensee shall hold the City harmless and indemnify the City from and assume all duties, responsibility and liability at Licensee's sole cost and expense, for all



duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by Licensee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the property or activities conducted thereon, to the extent that such environmental conditions are caused by Licensee.

20. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the City and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the City or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and that Party shall have the right to enforce those rights at any time. The performance of this Agreement shall be governed interpreted, construed and regulated by the laws of the State of Minnesota without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the day and year first above written.

**City:**

**City of Worthington**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Licensee:**

**Alltel Communications, LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Exhibit A**

**Description or Depiction of Poles  
and Licensee's Equipment**

A-1

N SJA01 1463769 v10

3000003-300109 12/17/2015

**RESOLUTION NO.**

**RELATING TO FINANCING OF CERTAIN PUBLIC IMPROVEMENTS  
BY THE CITY OF WORTHINGTON;  
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS  
UNDER THE INTERNAL REVENUE CODE**

**WHEREAS**, The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance of the bonds.

**WHEREAS**, The Regulations generally require that the City, as issuer of the bonds, make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

**WHEREAS**, The City desires to comply with requirements of the Regulations with respect to certain public improvement projects to be undertaken within the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF WORTHINGTON (THE "CITY"), MINNESOTA, AS FOLLOWS:**

**1.** The City expects to make original expenditures with respect to the following described projects prior to the issuance of reimbursement bonds, and the City reasonably expects to issue reimbursement bonds for such projects in the maximum principal amount shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Grand Avenue Improvement: Phase II Street Extension	\$514,500

**2.** Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

***Resolution No.***  
***Relating to Financing . . .***  
***Page 2 of 2.***

3. As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted by the City Council of the City of Worthington, Minnesota, this the 11th day of January, 2016.

(SEAL)

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Mike Kuhle, Mayor

Attest: \_\_\_\_\_  
Janice A. Oberloh, City Clerk

## COMMUNITY/ECONOMIC DEVELOPMENT MEMO

**DATE:** JANUARY 7, 2016  
**TO:** HONORABLE MAYOR AND COUNCIL  
**SUBJECT:** ITEMS REQUIRING COUNCIL ACTION OR REVIEW

### CASE ITEMS

#### 1. SPECIAL USE PERMIT APPLICATION - 500 STOWER DRIVE

Jose Miranda is requesting the approval of a special use permit for property owned by Living Life Adult Day Care Center, LLC, at 500 Stower Drive (Exhibit 1A). Approval of the special use permit will allow the applicant to operate a religious institution/church on the subject property. Public institutional and cultural land uses, including religious institutions/churches, are allowed to operate in the "M-1" District, which is the proposed zoning classification of the subject property, through the issuance of a special use permit. The legal description for the property to be considered for the special use permit is as follows:

That part of Lot 7 of the Auditor's Outlots 1 to 12, inclusive in the South Half of the Southwest Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows: Commencing at the northwest corner of said Lot 7 of Auditor's Outlots 1 to 12, inclusive, according to the recorded plat thereof; thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds East, along the north line of Lot 7, also being the north line of a tract as recorded in Document No. 219705, a distance of 100.62 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence continuing North 90 degrees 00 minutes 00 seconds East, along said north line, a distance of 300.00 feet to the northeast corner of said tract; thence South 0 degrees 00 minutes 00 seconds West, along the east line of said tract, a distance of 200.00 feet to an iron monument; thence South 90 degrees 00 minutes 00 seconds West a distance of 200.00 feet to an iron monument; thence North 26 degrees 33 minutes 54 seconds West a distance of 223.61 feet to the point of beginning.

The Planning Commission considered the application at its January 5, 2016 meeting. After holding a public hearing, the Commission concluded that the proposed land use would serve as a transitional land use between the industrial and commercial activities in the immediate area. Therefore, the Commission voted unanimously to recommend City Council approve the special use permit with the following conditions:

1. The applicant complies with the City's off-street parking requirements, including eliminating simultaneous use of the property; and
2. The applicant properly screen any outdoor trash area in compliance with City Code.

City staff provided the Commission the following considerations in relationship with the requested special use permit application:

1. The applicant is proposing to convert the existing 3,752 square foot adult day care facility into a religious institution/church. Exhibit 1B includes rough schematic floor and site plans for the proposed facility. The plan also illustrates two small additions that would be completed in the future when warranted. The applicant intends to have

traditional office hours Monday-Friday, church services on Saturday and Sunday, as well as offering other church activities in the evenings during the week.

2. Many communities, including Worthington, adopt a Zoning Ordinance to set forth regulations and standards relating to the nature and extent of uses of land within the community. Within the context of an ordinance, there is an adoption of an official zoning map that designates districts. These zoning districts outline uniform regulations for all properties to abide by, including land use. In the City of Worthington, there are 19 zoning districts (7 residential, 4 commercial, 2 industrial, and 6 special districts). Each district has its own regulations (i.e., setbacks, densities, building coverages, land uses) to assure the districts are developed harmoniously. The Worthington Zoning Ordinance groups similar land uses into land use groups and identifies in which zoning districts each land use group is permitted, permitted by special use or not permitted at all.

The general purpose of the industrial zoning districts is to “provide suitable space and locations for light and heavy manufacturing, processing, major repair, salvage, bulk storage, warehousing, wholesaling, distribution, energy generation, and waste disposal.” Ordinarily, these areas have few pedestrian movements and a large amount of truck and trailer traffic. It is common for land uses in industrial districts to emit various levels of noise, smoke, odor, vibration, etc. Currently zoned “M-2”, the subject area does not permit land use groups that will be disharmonious with the district’s industrial purpose and intent. Public Institutional and Cultural (churches, other places of worship, public/private schools, public art gallery, public museum, etc.) facilities are currently not permitted or permitted by special use in the “M-2” district. There currently is an application to rezone the subject property and others to “M-1”. The third and final reading will be considered at the Council’s January 11<sup>th</sup> meeting. If the third reading is approved, the applicant would have the right to seek the approval of a special use permit for the subject property.

3. Though traditionally located in residential districts, public institutional and cultural land uses is identified as permissible by special use in the “M-1” District. This designation provides recognition that this land use is not suited for all “M-1” locations. The “special use” process enables the City to determine if a specific land use, religious institution in this case, would be compatible with surrounding land uses and if so what, if any, conditions are necessary to assure its compatibility. Below is a brief description of the land uses surrounding the subject property.

**North** - Public space (Nobles County Farigrounds)

**South** - Automotive sales, agricultural manufacturing

**East** - Bus garage, offices and non-conforming residential

**West** - Utility sub station, automotive repair, manufacturing (agricultural, cement block and other)

In its consideration of a public institutional land use at this particular location, the Commission must consider the following question: *Is a religious institution compatible*

with industrial land uses? As previously mentioned, the industrial zoning classification allows light and heavy manufacturing, processing, major auto repair, salvage, bulk storage, warehousing, wholesaling, distribution, energy generation, and waste disposal. Ordinarily, these areas have few pedestrian movements and a large amount of truck and trailer traffic. It is common for land uses in industrial districts to emit various levels of noise, smoke, odor, vibration, etc.

4. According to the City's Comprehensive Plan, the subject area is slated for General Industrial development with "big box" commercial potential due to its proximity to other "big box" retailers (Exhibit 1C). It is staff's opinion that the "big box" retail opportunity within the subject area lies along the eastern portion of the Nobles County Fairgrounds provided it obtained egress/ingress rights to Ryan's Road. The remainder of the "flex" area doesn't possess the characteristics necessary for "big box" retail. Its staff's opinion that the proposed land use would be in conflict with the spirit and intent of the Plan's goal for industrial development for this area.
5. The plans submitted have been reviewed by staff to determine if they comply with the minimum standards required by Zoning Ordinance and/or other City regulations. We have concluded that the proposed development meets all of the applicable minimum requirements with the exception of off-street parking. According to the submitted site plan, the site would accommodate 25 stalls with the ability to add an additional 11 stalls in the southwest corner of the subject property. With the conversion of the property into a religious institution and completion of the proposed improvements, the church would be required to provide 40 stalls based on the different land uses of the facility (ie. sanctuary/fellowship hall, classrooms, and office space). According to Section 155.042 of the Zoning Ordinance, the applicant has the ability to reduce the parking requirements by agreeing to eliminate simultaneous use of the property. Simultaneous Uses are defined as two separate land uses occurring at the same time. In this case, if the applicant would agree to the condition that the fellowship hall/classrooms/offices and sanctuary would not be able to be utilized at the same time, the applicant would only have to provide parking for the sanctuary, or 36 parking stalls. If the applicant were to have functions in the fellowship hall/sanctuary and the classrooms at the same time or if the applicant would not agree to this condition, the applicant would be required to provide the required 40 parking stalls. Examples of this scenario are the American Reformed Church on North Burlington Avenue, First Covenant Church on South Shore Drive, and Solid Rock Assembly on Diagonal Road.

Staff would suggest that any motion for approval, if applicable, should include conditions that require the following:

- The applicant agrees to prohibit simultaneous use of the facility in writing.
- The applicant submit a parking plan that clearly illustrate the existing parking stalls and such parking facilities are provided within one year of the approval of the SUP.



## 2. SPECIAL USE PERMIT APPLICATION - 929 13TH STREET

Mr. Larry Davis is seeking the approval of a Special Use Permit for property he owns at 929 13<sup>th</sup> Street (Exhibit 2A). According to the application, Mr. Davis intends to construct a 1,386 square foot detached garage on the subject property. The Flood Insurance Rate Map completed by the Federal Emergency Management Authority recognizes the subject property as being located within the flood plain boundary (Exhibit 2B). Approval of the Special Use Permit will allow the applicant to use an alternative flood proofing method other than fill to construct the said garage. The legal description of the subject property is as follows:

Lot 10, Auditor's Plat of Duba Subdivision of Lots 1, 2, 3, and 4, McLeans Subdivision of Block 47, Second Addition, City of Worthington, Nobles County, Minnesota.

The Planning Commission considered the application at its December 1, 2015, and January 5, 2016 meetings. After holding a public hearing on December 1<sup>st</sup> and reviewing the engineering designs of the structure on January 5<sup>th</sup>, the Commission has voted unanimously to recommend City Council approve the special use permit with the following conditions:

1. The applicant complete the improvements as illustrated in Exhibit 2B; and
2. The applicant properly utilize a method as to minimize sediment runoff during construction.

The Commission's recommendation was based on the following considerations:

1. The City's Flood Plain Management Ordinance regulates all development that occurs within the flood plain. The Ordinance recommends all development to use the following flood proofing method:

"The finished elevation for structures must be no lower than the depth shown on the Flood Insurance Rate Map for that zone, measured from the highest adjacent grade to the structure. In all zones, the fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure."

As an alternative to elevation of fill, accessory structures, including garages, that constitute a minimal investment and do not exceed 576 square feet may be internally flood proofed. Other methods of flood proofing are permissible but only by the issuance of a special use permit.
2. The proposed detached garage will exceed the accessory building square footage exemption and is, therefore, subject to flood proof the proposed structure. Due to the size of the proposed building, the applicant will not have the appropriate space to flood proof the structure by fill as recommended in Consideration #1.
3. The flood plain elevation for the subject area is 1574.9 feet. Utilizing the flood proofing method illustrated in Consideration #1, the lowest floor elevation for any structure would be required to have the finished elevation equal to or greater than the said flood

plain elevation. Another FEMA approved flood proofing method would permit the lowest floor to be below the required regulatory flood protection elevation if the structure's design and as-built condition are certified by a registered professional engineer or architect as being in compliance with the general design standards of the State Building Code and, specifically that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the regulatory flood protection elevation.

The applicant has chosen to flood proof the proposed garage by hiring an engineer to structurally design the garage since the preferred method of fill is not attainable. See Consideration #2. A copy of the registered professional engineer's certification letter will be presented at the meeting.

4. As with any development within the flood plain, some of the sediment from the construction site will runoff into nearby creeks, ditches, lakes or storm sewers. To minimize such for this development, staff recommends that the applicant provide a method as to minimize the sediment runoff during construction.

### **3. ADOPTION OF OXFORD STREET REDEVELOPMENT PLAN**

The City of Worthington is formally considering the adoption of the Oxford Street Redevelopment Plan. The Plan is the result of a 10 month planning process led by City staff, the members of the Oxford Street Redevelopment Committee, and consultants from the Cunningham Group. The Plan puts in place the policies and regulations necessary to encourage and incentivize reinvestment in the Oxford Street area. Exhibit 3A contains the 7 primary recommendations of the Plan and the goal and objectives for each recommendation. The full Plan is available for viewing on the City's web site - [www.ci.worthington.mn.us](http://www.ci.worthington.mn.us).

The Planning Commission considered the adoption of the Plan at its January 5, 2016 meeting. After holding a public hearing, the Commission voted unanimously to recommend City Council adopt the Plan as presented.

Council action is requested.

### **4. ASSUMPTION AND LOAN MODIFICATION AGREEMENT - LIVING LIFE ADULT DAY CENTER/LORI KLOOSTER**

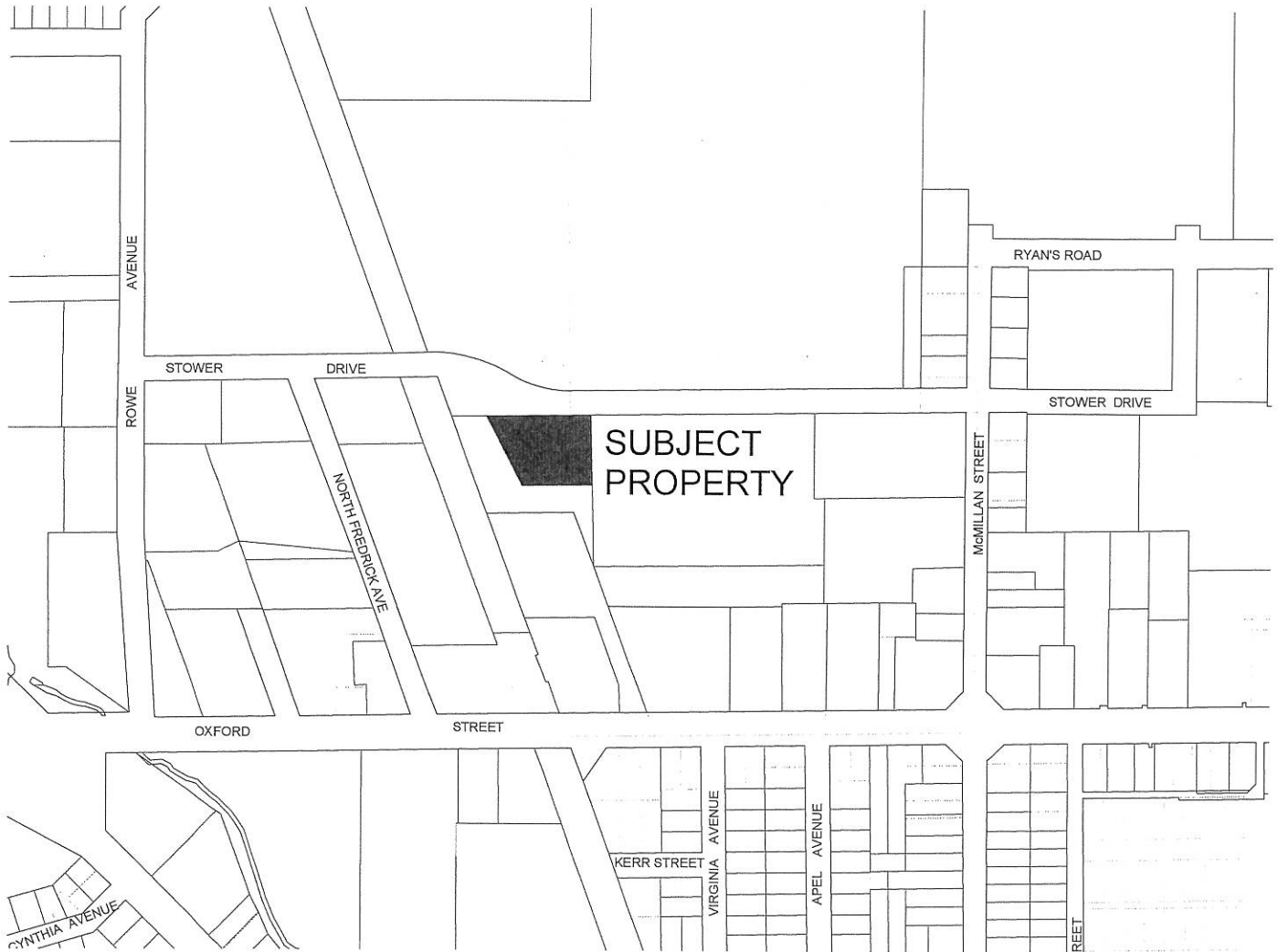
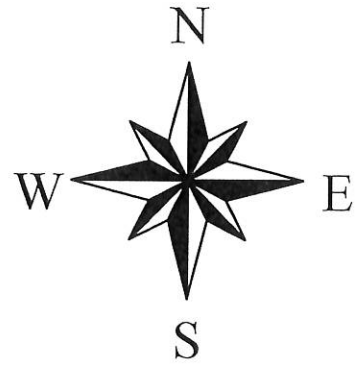
Lori Klooster, owner of Living Life Adult Day Center, LLC, is requesting the City to consider the approval of an Assumption and Loan Modification Agreement to the loan it has with the business. A copy of the proposed agreement is enclosed separately with the Council Packet. If executed, the Agreement would release the real estate lien the City has on the business's real estate (500 Stower Drive) and convert/restructure the loan as a personal unsecured loan with Ms. Klooster.

Ms. Klooster currently has a purchase agreement to sell the real estate. However, the proceeds of the sale would not be enough to provide any payment towards the City loan. In order to proceed with the sale, the release of the real estate lien is necessary. The Agreement is Ms. Klooster's effort to show good faith towards working with the City to fulfill her obligations with the City in exchange for the release of the lien. The loan balance as of January 7, 2016 is \$48,112.84.

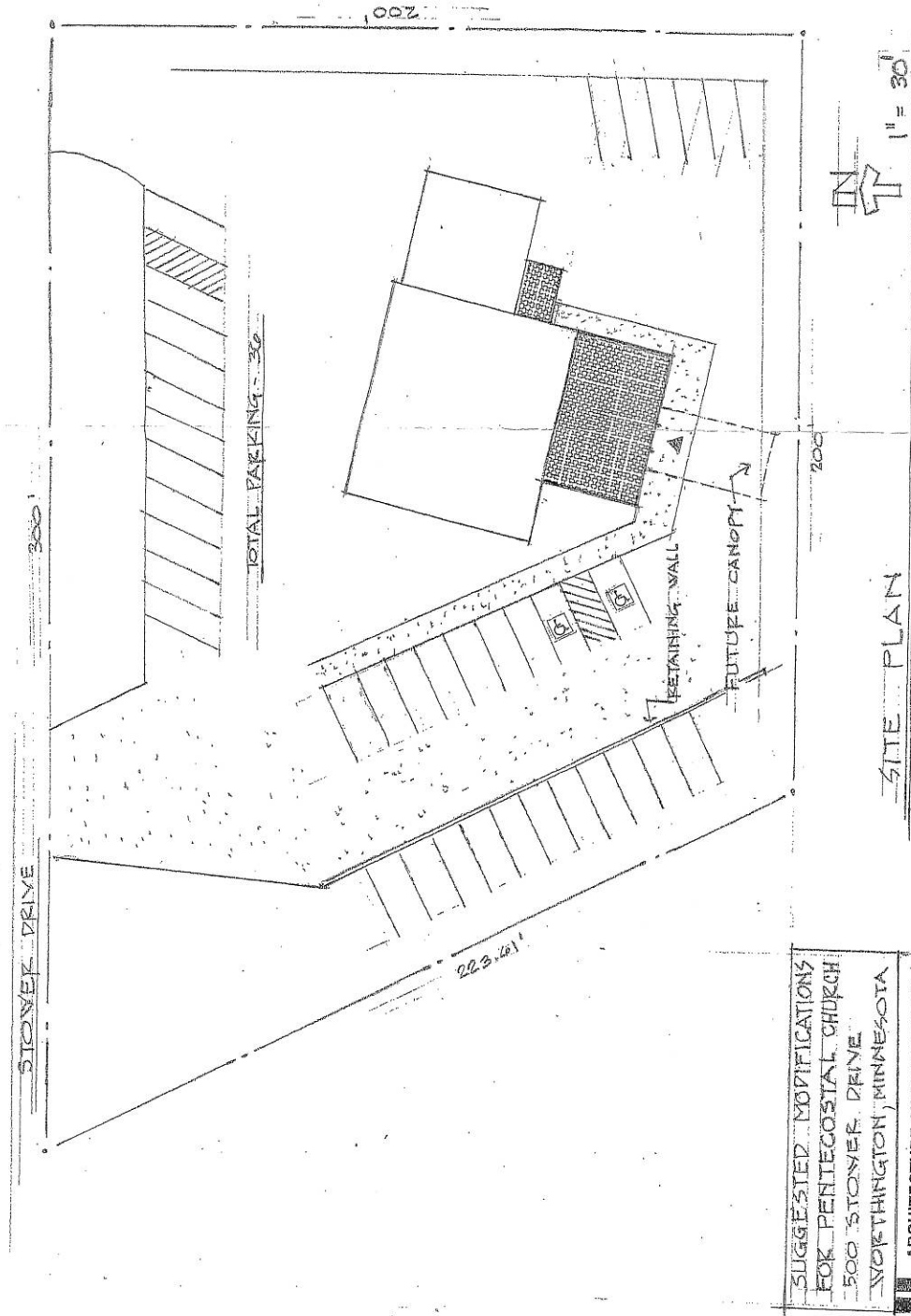
The Economic Development Revolving Loan Fund (RLF) Committee is scheduled to consider the proposed agreement at its meeting at 7:30am on Monday, January 11<sup>th</sup>. The Committee's recommendation will be presented at the meeting. The Agreement is currently being reviewed by the City Attorney and any legal advisement will be presented at the meeting.

Council action is requested.

# 500 STOWER DRIVE



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



SITE PLAN

06-23-15 REV. 07-04-15

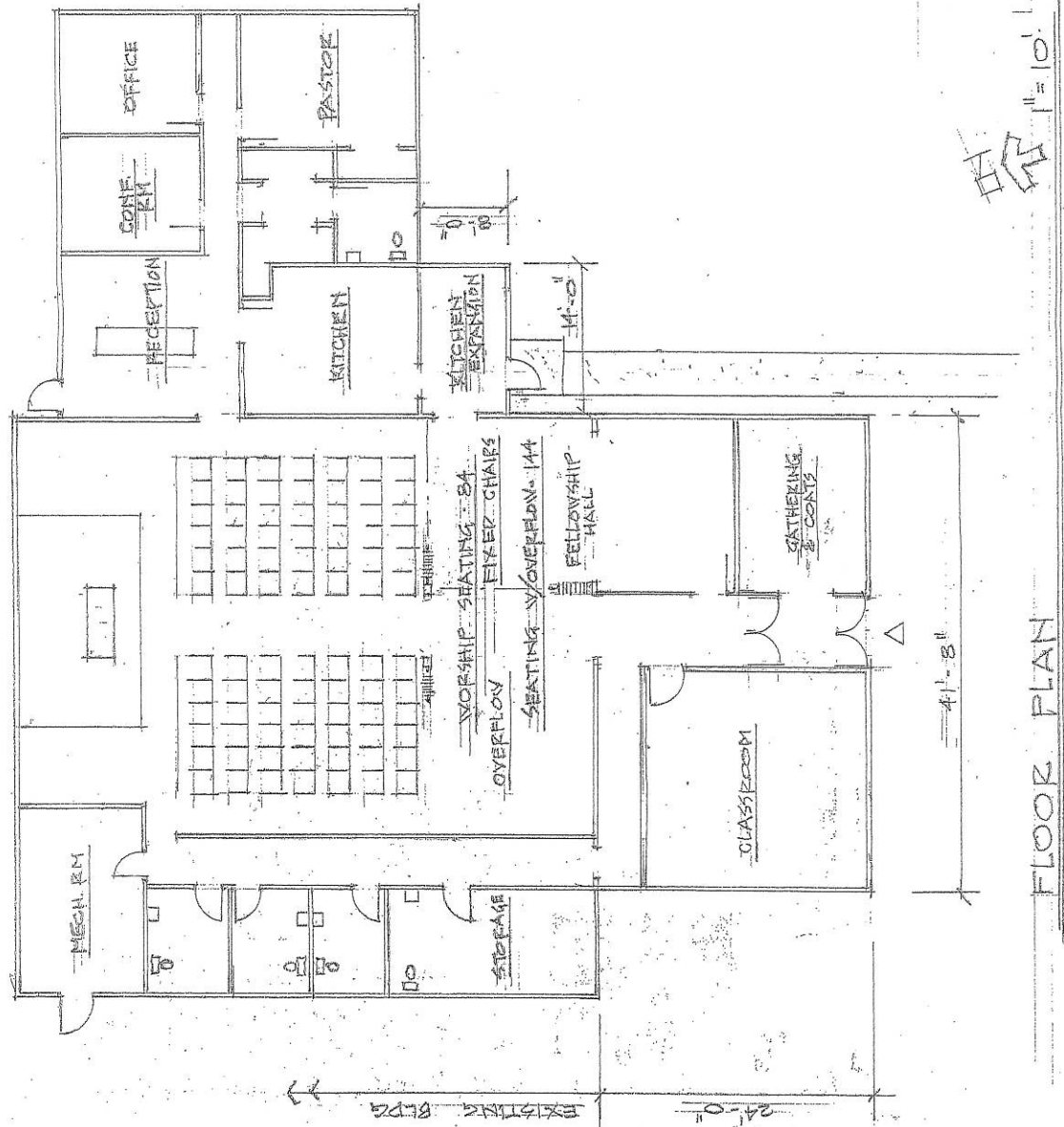
SUGGESTED MODIFICATIONS  
FOR PENTECOSTAL CHURCH  
500 STONER DRIVE  
NORTHINGTON, MINNESOTA

ARCHITECTURE AUTOMATED, INC.  
Burnside Business Center  
2108 W. Burnside St., Ste.#3  
Sioux Falls, South Dakota 57104  
(605) 351-2457

06-28-17 REV 01-06-19

SUGGESTED MODIFICATIONS  
FOR PENTECOSTAL CHURCH  
500 STOWEE DRIVE  
WORTHINGTON, MINNESOTA

ARCHITECTURE AUTOMATED, INC.  
Burnside Business Center  
2108 W. Burnside St., Ste. #3  
Sioux Falls, South Dakota 57104  
(605) 351-2457



FLOOR PLAN



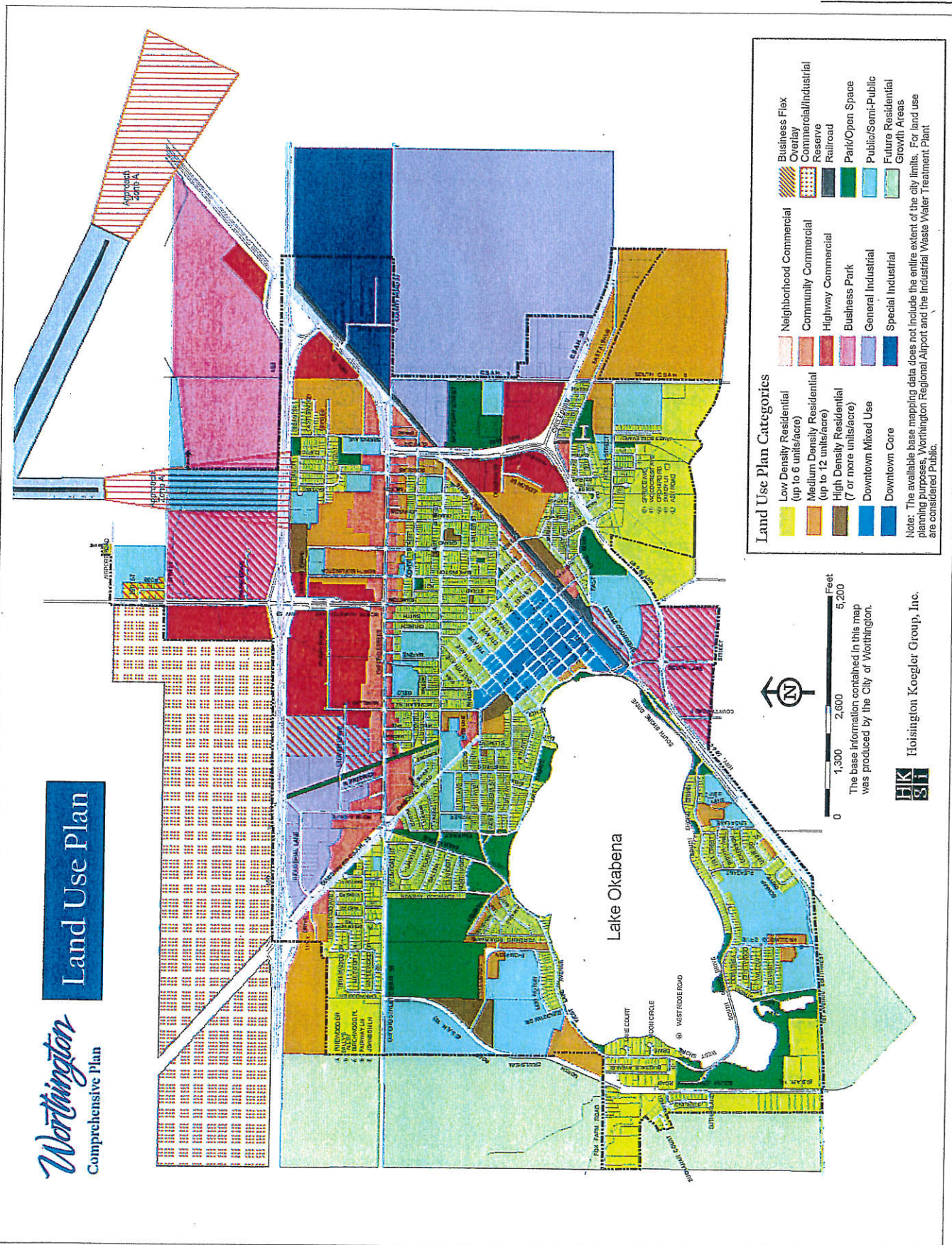
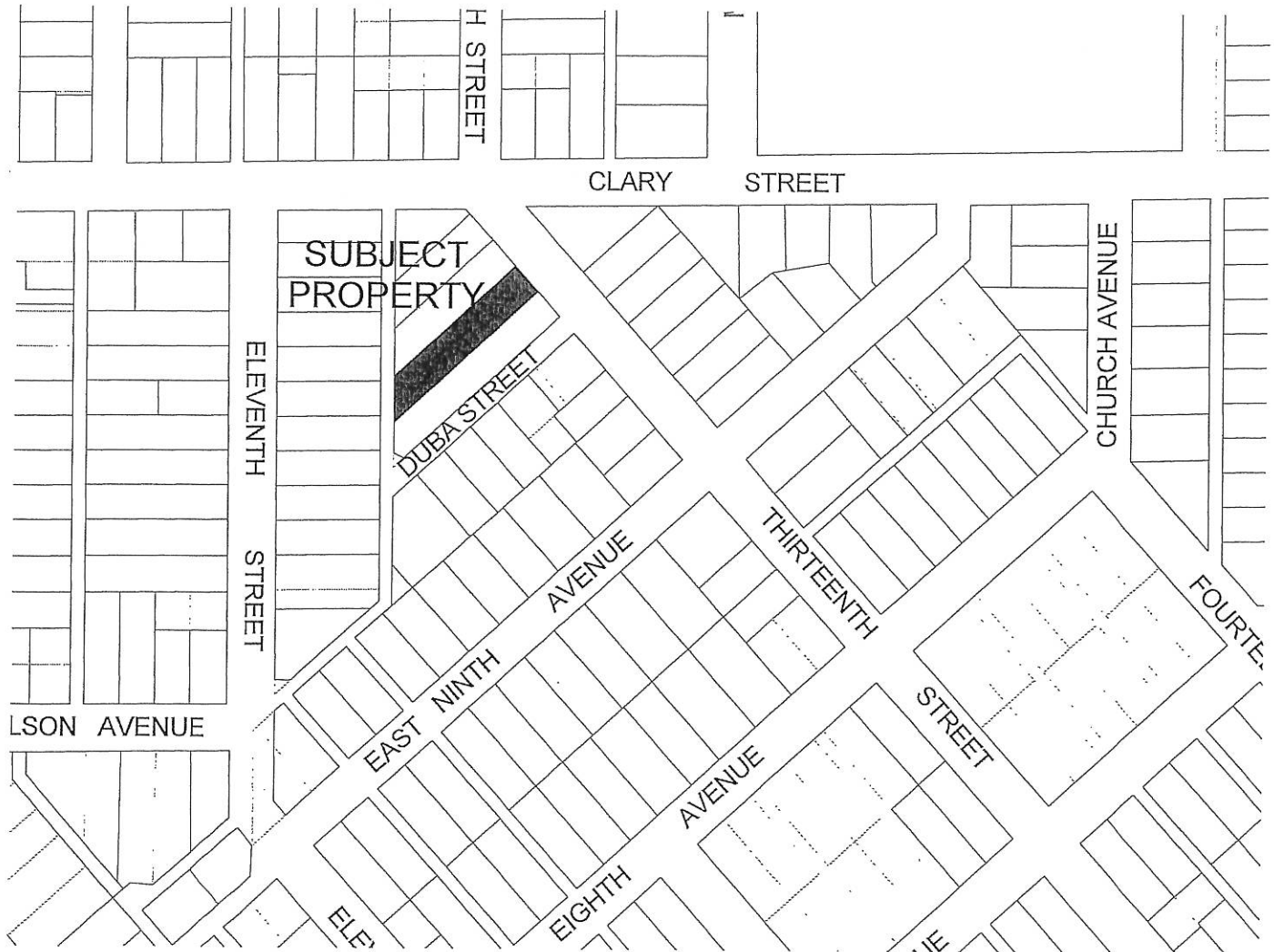
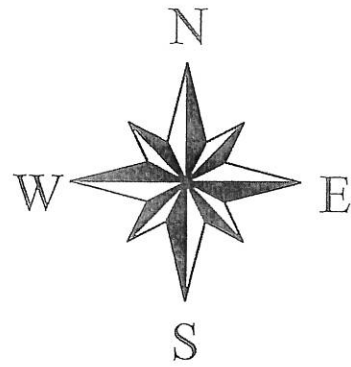


Figure 2-4  
Land Use Plan



# 929 13TH STREET



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





Date created: 11/25/2015  
Last Data Upload: 11/13/2015 9:50:09 PM

 Developed by  
The Schneider Corporation

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 Engineer under the laws of the State of Minnesota.

Duane D. Boice

Signature: *[Signature]*

Date: 10/16/15 License # 19015

REVISED 12/16/15

GROUND SNOW: 50 PSF  
C-115 MPH WIND (ULT)  
SOIL BRG ASSUMED:  
1500 PSF.  
CONTRACTOR VERIFY.

# STUD WALL FRAMING PLAN



PROJ. 111

South Side-Gable Side 2 Wall

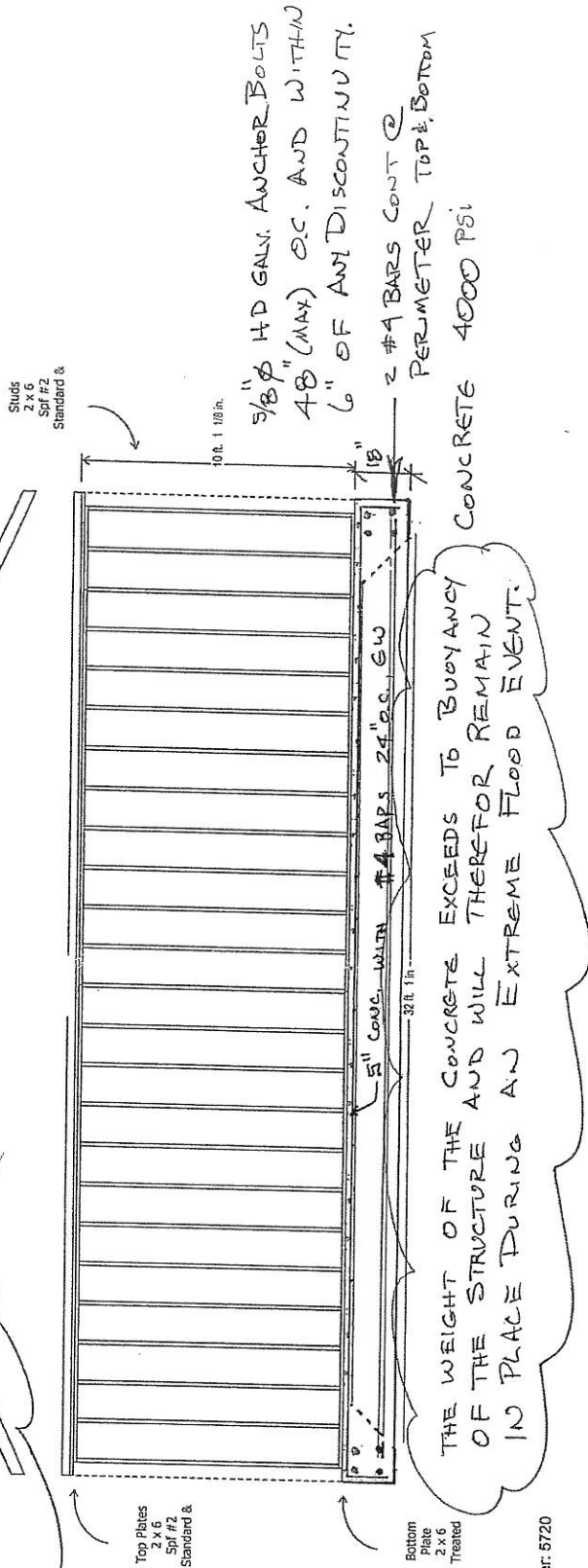
Vertical Stud Size: 2 x 6 x 116 5/8" Cut To 116 5/8"

Dashed line is outside perimeter of building

NOTE: ALL ELECTRICAL, HEATING, VENTILATION, PLUMBING AND AIR CONDITIONING EQUIPMENT AND OTHER SERVICE FACILITIES MUST BE AT OR ABOVE THE RFPE

Actual Web Config. By Ties Company

Exhibit 2B



"Dan Wagner  
Estimate Number: 5720  
10/5/2015"



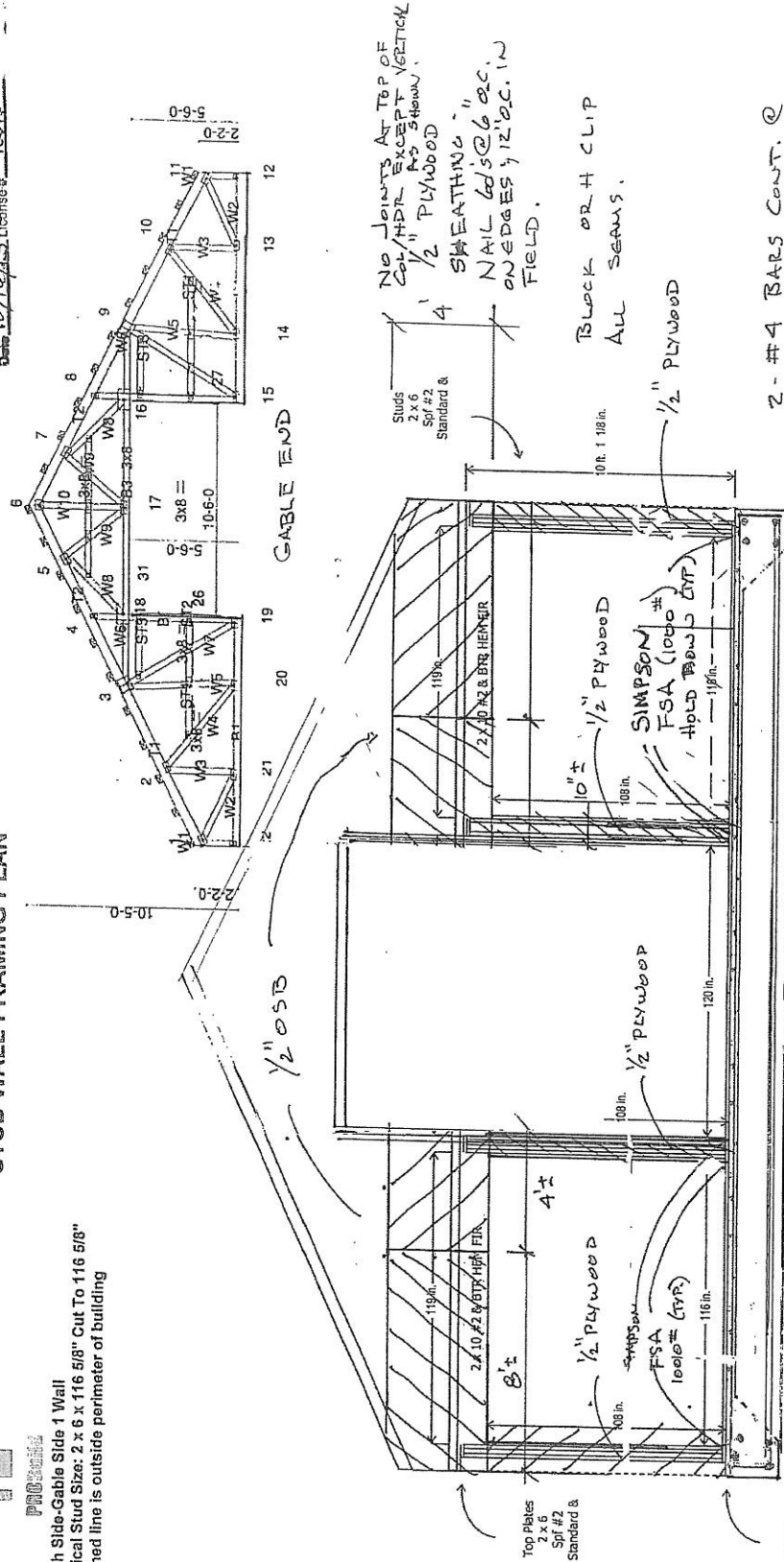
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Duane D. Boice

Signature: *[Signature]*  
Date: 10/14/15 License # 19015

# STUD WALL FRAMING PLAN

North Side-Gable Side 1 Wall  
Vertical Stud Size: 2 x 6 x 116 5/8" Cut To 116 5/8"  
Dashed line is outside perimeter of building



NO JOINTS AT TOP OF  
CORNER EXCEPT VERTICAL  
1/2" PLYWOOD  
SHEATHING  
NAIL 6'S @ 6 OC.  
ON EDGES; 12" OC. IN  
FIELD.

Block OR H CLIP  
ALL SEAMS.

2-#4 BARS CONT. @  
PERIMETER, TOP AND BOTTOM.

"Dan Wagner  
Estimate Number: 5720  
10/5/2015"

# Oxford Street Redevelopment Plan: Executive Summary

## Implementation Strategies

### How is the Plan Implemented, what is the role of government and the Private Sector

Comprehensive Planning is the process of working with the community to establish a vision for the future and putting the pieces in place to achieve that vision. Generally it consists of organizing and arranging public investments (such as streets, schools, parks, water and sewer) with private investments (such as homes, buildings, stores, offices) so the individual goals of each are achieved efficiently.

This Plan views the private sector (individuals, property owners, developers, lenders, and employers) as partners in the Planning process. This Plan does not dictate anything to the private sector. Rather, this Plan incentivizes and encourages (through policies and programs) the private sector to invest in certain ways and in certain places in order to achieve the vision of the Plan.

The Plan will be implemented incrementally over decades. It will include public actions such as infrastructure, business recruiting, rezoning, and creating amenities such as parks and trails – all with the purpose of accelerating the Vision. It will not include aggressive public actions such as eminent domain, undue condemnations, or property takings.

### Immediate Next Steps - Within 6 months following Adoption of the Plan

- Initiate an informal business association to coordinate efforts between businesses, property owners and municipal partners.
- Work with HyVee to pilot an outdoor patio facing the future open space.
- Ensure Northland mall redevelopment strives to meet the Goals of this Plan.

### 1. Executive Summary

Primary Recommendations in the Plan							
	1. Develop shopping areas that meet the needs of the community	2. Update streets to be safe and attractive to all users.	3. Provide safe access and improved connectivity to businesses.	4. Introduce parks and trails that are functional, safe, and maintainable.	5. Grow new housing in logical places.	6. Facilitate redevelopment by extending critical streets.	7. Improve design standards and development review process that result in community pride and give businesses a competitive edge
Short Term Actions	<ul style="list-style-type: none"> <li>• Create commercial districts in zoning code to distinguish regional from local oriented</li> </ul>	<ul style="list-style-type: none"> <li>• Work with MINDOT to define striping plan and demonstration projects for Oxford Street mill and overlay</li> </ul>	<ul style="list-style-type: none"> <li>• Create more connections between the parking lots of business</li> <li>• Make safety improvements at the Big Corner to improve pedestrian access.</li> <li>• Set standards for curb cuts</li> </ul>	<ul style="list-style-type: none"> <li>• Build a simple trail along ditch.</li> <li>• Animate area with some type of activity or event.</li> </ul>	<ul style="list-style-type: none"> <li>• Update zoning maps to identify areas where new multifamily housing is desired</li> </ul>	<ul style="list-style-type: none"> <li>• Create and adopt long-range plan for street network buildout in North Worthington.</li> </ul>	<ul style="list-style-type: none"> <li>• Commission a review and rewrite of design standards</li> </ul>
Capacity Building	<ul style="list-style-type: none"> <li>• Cultivate business association or "breakfast club" to take coordinated actions to improve Oxford business district</li> </ul>	<ul style="list-style-type: none"> <li>• Study successful models of street reconstruction and traffic calming in peer cities</li> </ul>	<ul style="list-style-type: none"> <li>• Continue the collective learning about the impact to pedestrian safety of factors such as driveway widths, curb radii, and bumpouts</li> </ul>		<ul style="list-style-type: none"> <li>• Invite Worthington HRA and/or SW MN Housing Partnership to begin collaborating on the goal of building some new housing along Oxford Street</li> </ul>		<ul style="list-style-type: none"> <li>• Study successful models of how design guidelines have improved the appearance and business climate in peer cities</li> </ul>
Long Term Actions	<ul style="list-style-type: none"> <li>• Foster catalytic commercial development project at the Big Corner</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for reconstruction of Oxford Street</li> </ul>	<ul style="list-style-type: none"> <li>• Exchange frontage road on Humiston Avenue for shared access lanes, parking, and rear lane</li> </ul>	<ul style="list-style-type: none"> <li>• Build new neighborhood park</li> <li>• Undertake design of ditch as an amenity for Worthington</li> </ul>		<ul style="list-style-type: none"> <li>• Extend streets and build connectivity as new development occurs</li> </ul>	

**CITY OF WORTHINGTON**  
**Assumption and Modification Agreement**

THIS AGREEMENT dated January 11, 2016, is between **Lori C. Klooster**, an individual, ("Assumer") and the **City of Worthington**, ("City") a municipal entity located in the County Nobles, State of Minnesota.

**RECITALS:**

1. **Living Life Adult Day Center, LLC** ("Borrower") has one (1) loan from the City, which loan is evidenced by: a promissory note in the original amount of \$80,000.00, and dated August 24, 2012 along with other documents of even date, in connection with the loan ("City Loan Documents").
2. Borrower's note is secured by a Mortgage upon Borrower's real property as described in the City loan documents, with a property address of 500 Stower Drive, Worthington, MN, 56187.

**AGREEMENT TERMS:**

In consideration of the representations, promises and conditions in this agreement, the undersigned agree as follows:

1. Assumer agrees to assume all outstanding City debt of Borrower, including principal and accrued interest due as of January 11, 2016. Assumer also agrees to perform all of the obligations contained in the City loan documents as if the undersigned were the original borrower.
2. City debt of principal and interest totaling \$ 48,112.84 shall be rolled into one loan to Assumer, with one monthly payment amount due beginning February 15, 2016. This transaction is not a novation (new obligation). All security instruments now in effect will remain in effect and will bind the Assumer. City's rights and remedies under the security instruments will not be limited, changed or impaired by anything in this agreement except as specifically amended in this agreement.
3. Principal and interest repayments on new City loan shall begin on February 15, 2016, in the amount of \$680.02 per month and continue on the 15th day of each month thereafter until the maturity date of January 15, 2023.
4. City debt shall be modified to amortize payments as follows: The debt shall have a 7 year term and interest rate of 5 percent with a maturity date of January 15, 2023.

**(ATTACHMENT A)**

5. Assumer will execute the following documents required by City and comply with all other conditions City imposes. Assumer will be in default under this agreement and under City loan documents unless Assumer has delivered (and executed as appropriate) to City, or its designee, the following:
  - a. The Assumer agrees to make monthly loan payments by Automatic Debit and shall sign a new Authorization Agreement for Preauthorized Payments.

- b. The Assumer shall sign a W-9 (Request for Taxpayer Identification Number) form indicating the undersigned's Social Security Number for which loan interest paid may be used for tax purposes by the undersigned.
6. City agrees to execute and deliver a Satisfaction of Mortgage to be recorded onto Borrower's real property located at 500 Stower Drive, Worthington, MN, 56187, upon execution of this agreement by both Borrower and City.
7. This agreement does not release Assumer from liability to City.
8. Assumer warrants to City that Assumer has the legal capacity to enter into this agreement and perform the obligations it creates.
9. This agreement may not be modified except in writing, signed by the undersigned parties. It supersedes all prior written or oral understandings or negotiations concerning the assumption of this loan.
10. This agreement shall be interpreted and enforced in accordance with Minnesota law.

All other terms and conditions under the original promissory note, loan agreement, or other security agreements shall remain in full force and effect except as specifically amended in this agreement.

Dated: \_\_\_\_\_

**LORI C. KLOOSTER**

By: \_\_\_\_\_  
Lori C. Klooster  
An individual

Dated: \_\_\_\_\_

**CITY OF WORTHINGTON**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Minnesota     )  
                                  )ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by **Lori C. Klooster**, an individual (Assumer).

Stamp:

\_\_\_\_\_  
Signature of Notary Public

State of Minnesota     )  
                                  )ss.  
County of \_\_\_\_\_)

          This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Worthington** ("City")

Stamp:

\_\_\_\_\_  
Signature of Notary Public

State of Minnesota     )  
                                  )ss.  
County of \_\_\_\_\_)

          This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Worthington** ("City")

Stamp:

\_\_\_\_\_  
Signature of Notary Public

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERICAN PUBLIC WORKS ASSOC	1/01/16	2016 DUES	GENERAL FUND	ENGINEERING ADMIN	230.00_
				TOTAL:	230.00
C&S CHEMICALS INC	12/31/15	4,153 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,838.25_
				TOTAL:	4,838.25
CHAMBER OF COMMERCE	12/31/15	NOVEMBER LODGING TAX	TOURISM PROMOTION	LODGING TAX/TOURISM	9,654.38_
				TOTAL:	9,654.38
CITY OF WORTHINGTON	12/31/15	WIPER BLADES	GENERAL FUND	ENGINEERING ADMIN	6.30
	12/31/15	RECORDING FEES	GENERAL FUND	ECONOMIC DEVELOPMENT	46.00
	12/31/15	LICENSES	GENERAL FUND	POLICE ADMINISTRATION	36.00_
				TOTAL:	88.30
COMMUNITY EDUCATION	12/31/15	2015 WINTER CATALOG-DHS GR	GENERAL FUND	CENTER FOR ACTIVE LIVI	62.50_
				TOTAL:	62.50
FEDEX	12/31/15	FREIGHT TO JACK'S UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	11.44_
				TOTAL:	11.44
GRIMMIUS NATHAN	12/31/15	REIMBURSE SENTENCING GUIDE	GENERAL FUND	POLICE ADMINISTRATION	31.00_
				TOTAL:	31.00
INFRARED SERVICES	12/31/15	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	2,742.50
	12/31/15	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	509.00
	12/31/15	INFRARED INSPECT & ANALYSI	ELECTRIC	ACCTS-METER READING	1,338.25_
				TOTAL:	4,589.75
JOSWIAK JOE	12/31/15	REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	11.00_
				TOTAL:	11.00
KNOX COMPANY	1/01/16	RAPID ENTRY LOCK BOX SYSTE	GENERAL FUND	FIRE ADMINISTRATION	1,597.00_
				TOTAL:	1,597.00
LAW ENFORCEMENT LABOR SERVICES INC #27	1/01/16	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	245.00_
				TOTAL:	245.00
LINCOLN-PIPESTONE RURAL WATER SYSTEM	12/31/15	DECEMBER WATER PURCHASES-E	WATER	O-SOURCE MISC	41,955.84
	12/31/15	DECEMBER WATER PURCHASES-W	WATER	O-SOURCE MISC	4,072.32_
				TOTAL:	46,028.16
MINNESOTA POLLUTION CONTROL AGENCY	1/01/16	MPCA ANNUAL WW CONFERENCE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	300.00
	1/01/16	MPCA ANNUAL WW CONFERENCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	300.00
	1/01/16	MPCA ANNUAL WW CONFERENCE	MUNICIPAL WASTEWAT	O-PURIFY MISC	300.00_
				TOTAL:	900.00
MINNESOTA TRANSPORTATION ALLIANCE	1/01/16	2016 DUES	GENERAL FUND	OTHER GEN GOVT MISC	345.00_
				TOTAL:	345.00
MISCELLANEOUS V HOUSTON DAVID R	12/31/15	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	17.15
HOUSTON DAVID R	12/31/15	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.05
MILLER ROBERT	12/31/15	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	525.00_
				TOTAL:	542.20
MMN CHILD SUPPORT PAYMENT CTR	1/01/16	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	461.46
	1/01/16	GARNISHMENT	WATER	NON-DEPARTMENTAL	294.46



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	755.92
NCL OF WISCONSIN INC	12/31/15	CLASS A GLASS GRAD CYLINDE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	438.06_
				TOTAL:	438.06
NOBLES COUNTY ENVIRONMENTAL SERVICES	12/31/15	RECYCLE ELECTRONICS	WATER	O-DISTR MISC	11.11
	12/31/15	RECYCLE ELECTRONICS	MUNICIPAL WASTEWAT	O-PURIFY MISC	11.11
	12/31/15	RECYCLE ELECTRONICS	ELECTRIC	O-DISTR MISC	22.23_
				TOTAL:	44.45
NOBLES COUNTY LANDFILL	12/31/15	JUNK DISPOSAL	RECREATION	GOLF COURSE-GREEN	22.68
	12/31/15	JUNK DISPOSAL	RECREATION	GOLF COURSE-GREEN	44.31
	12/31/15	DEMO CREDIT	ELECTRIC	M-DISTR UNDERGRND LINE	6.51_
	12/31/15	DEMO-CLEAN UP	ELECTRIC	M-DISTR UNDERGRND LINE	61.74
	12/31/15	DEMO- CLEAN UP	ELECTRIC	M-DISTR UNDERGRND LINE	47.04
	12/31/15	DEMO-CLEAN UP	ELECTRIC	M-DISTR UNDERGRND LINE	20.80
	12/31/15	DEMO CREDIT	STORM WATER MANAGE	STREET CLEANING	60.48_
				TOTAL:	129.58
RUNNINGS SUPPLY INC-ACCT#9502440	12/31/15	TOOLS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	128.51
	12/31/15	JIG SAW BLADE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	4.09
	12/31/15	SPRAY PAINT, GRINDING/CUTO	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	13.22
	12/31/15	MIG WIRE-WELDER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	10.99_
				TOTAL:	156.81
SCHWALBACH #4465	12/31/15	DOOR STOP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	6.40
	12/31/15	PARACORD, SPRING SNAP LINK	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	11.73
	12/31/15	SPRING SNAPS, FASTENERS, C	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	171.25
	12/31/15	BATTERIES, ORNAMENTS, BURL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	310.84_
				TOTAL:	500.22
SCHWALBACH ACE #6067	12/31/15	WHITE SPRAY PAINT-VACTOR R	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	4.99
	12/31/15	SHOVEL HANDLES, BATTERIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	44.97_
				TOTAL:	49.96
SHINE BROS CORP OF MN	12/31/15	METAL TO REPAIR VACTOR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	11.38
	12/31/15	METAL TO REPAIR VACTOR	STORM WATER MANAGE	STORM DRAINAGE	11.37_
				TOTAL:	22.75
SOUTHWEST CHIEFS OF POLICE	1/01/16	2016 DUES	GENERAL FUND	POLICE ADMINISTRATION	40.00_
				TOTAL:	40.00
TRI-STATE RENTAL CENTER	12/31/15	COMPRESSED GAS FOR WELDER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	46.00_
				TOTAL:	46.00
UNITED PARCEL SERVICE	12/31/15	INTERNET SHIPPING CHARGES	WATER	M-SOURCE WELLS & SPRNG	5.95
	12/31/15	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	25.73
	12/31/15	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	13.69_
				TOTAL:	45.37
VANTAGEPOINT TRANSFER AGENTS-457	1/01/16	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	62.00_
				TOTAL:	62.00
AVAST BROADBAND	12/31/15	BAC-AUDIO/VISUAL	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	72.71_
				TOTAL:	72.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VERIZON WIRELESS	12/31/15	WIRELESS PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	669.35
	12/31/15	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	81.57
	12/31/15	WIRELESS PHONE SERVICE	GENERAL FUND	SECURITY CENTER	81.57
	12/31/15	WIRELESS PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	50.48_
				TOTAL:	882.97
MONTE WALKER	12/31/15	SERVICE CALL	ELECTRIC	M-DISTR METERS	50.00
	12/31/15	DRU INSTALL	ELECTRIC	FA DISTR METERS	64.82_
				TOTAL:	114.82
WORTHINGTON ELECTRIC INC	12/31/15	SERVICE CALL	ELECTRIC	M-DISTR UNDERGRND LINE	50.00
	12/31/15	MATERIAL/LABOR REPAIR LIGH	ELECTRIC	ADMIN OFFICE SUPPLIES	273.89
	12/31/15	MATERIAL/LABOR REPAIR LIGH	ELECTRIC	ACCTS-RECORDS & COLLEC	273.88
	12/31/15	DRU INSTALL	ELECTRIC	FA DISTR METERS	45.36_
				TOTAL:	643.13

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

101	GENERAL FUND	4,067.67
202	MEMORIAL AUDITORIUM	500.22
229	RECREATION	66.99
231	ECONOMIC DEV AUTHORITY	72.71
601	WATER	46,339.68
602	MUNICIPAL WASTEWATER	6,451.57
604	ELECTRIC	6,074.62
606	STORM WATER MANAGEMENT	49.11CR
882	TOURISM PROMOTION	9,654.38
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GRAND TOTAL:		73,178.73
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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERICAN BOTTLING COMPANY	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	152.85_
				TOTAL:	152.85
ANDERSON ALIGNMENT INC	1/08/16	UNIT 417 SERVICE, DOT INSP	GENERAL FUND	PAVED STREETS	575.99
	1/08/16	UNIT 417 SERVICE, DOT INSP	GENERAL FUND	PAVED STREETS	774.78
	1/08/16	UNIT 417 SERVICE, DOT INSP	GENERAL FUND	PAVED STREETS	144.00
	1/08/16	SERVICE CALL UNIT #409	GENERAL FUND	PAVED STREETS	140.00
	1/08/16	SERVICE CALL UNIT #409	GENERAL FUND	PAVED STREETS	3.50
	1/08/16	SERVICE UNIT #411	GENERAL FUND	PAVED STREETS	75.00
	1/08/16	SERVICE UNIT #411	GENERAL FUND	PAVED STREETS	3.50
	1/08/16	UNIT #412 AXLE/REAR END RE	GENERAL FUND	PAVED STREETS	2,031.61
	1/08/16	UNIT #412 AXLE/REAR END RE	GENERAL FUND	PAVED STREETS	499.36
	1/08/16	UNIT #412 AXLE/REAR END RE	GENERAL FUND	PAVED STREETS	149.99
	1/08/16	UNIT #403 SERVICE CALL/BAT	GENERAL FUND	PAVED STREETS	185.00
	1/08/16	UNIT #403 SERVICE CALL/BAT	GENERAL FUND	PAVED STREETS	441.95
	1/08/16	UNIT #417 SERVICE	GENERAL FUND	PAVED STREETS	450.00
	1/08/16	UNIT #417 SERVICE	GENERAL FUND	PAVED STREETS	14.25
	1/08/16	UNIT #417 SERVICE	GENERAL FUND	PAVED STREETS	119.00
	1/08/16	UNIT #403 REPAIR CONNECTIO	GENERAL FUND	PAVED STREETS	90.00
	1/08/16	UNIT #403 REPAIR CONNECTIO	GENERAL FUND	PAVED STREETS	2.50
	1/08/16	UNIT #410 REPAIR LOADER BU	GENERAL FUND	PAVED STREETS	67.50
	1/08/16	UNIT #410 REPAIR LOADER BU	GENERAL FUND	PAVED STREETS	5.86
	1/08/16	UNIT #408 OIL CHANGE, SERV	STORM WATER MANAGE	STREET CLEANING	482.86
	1/08/16	UNIT #408 OIL CHANGE, SERV	STORM WATER MANAGE	STREET CLEANING	469.61
	1/08/16	UNIT #408 OIL CHANGE, SERV	STORM WATER MANAGE	STREET CLEANING	159.25
	1/08/16	UNIT #420 SERVICE CALL, HO	AIRPORT	O-GEN MISC	345.00
	1/08/16	UNIT #420 SERVICE CALL, HO	AIRPORT	O-GEN MISC	360.04
	1/08/16	UNIT #420 SERVICE CALL, HO	AIRPORT	O-GEN MISC	595.00_
				TOTAL:	8,185.55
ARCTIC GLACIER USA INC	1/08/16	ICE	LIQUOR	NON-DEPARTMENTAL	130.79
	1/08/16	ICE	LIQUOR	NON-DEPARTMENTAL	77.82_
				TOTAL:	208.61
ARNOLD MOTOR SUPPLY	1/08/16	BACKHOE OIL FILTER	WATER	O-DIST UNDERGRND LINES	8.81
	1/08/16	HIGH SERVICE PUMP GASKET	WATER	M-PURIFY EQUIPMENT	18.66_
				TOTAL:	27.47
ARTISAN BEER COMPANY	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	267.00
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	64.00_
				TOTAL:	331.00
PETER K BECK ATTORNEY AT LAW PLLC	1/08/16	VERIZON LICENSE LEGAL	GENERAL FUND	CITY ATTORNEY	925.00_
				TOTAL:	925.00
BEVERAGE WHOLESALERS INC	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	4,569.67
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	10,226.00
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	9,193.69
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	92.00
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	163.80_
				TOTAL:	24,245.16
BHS MARKETING LLC	1/08/16	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	9,062.27_
				TOTAL:	9,062.27
BOLTON & MENK INC	1/08/16	N INDUSTRIAL PARK DESIGN	IMPROVEMENT CONST	DESIGN & PLAT 59 N.C.I	277.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/08/16	TAXIWAY C EXTENSION	AIRPORT	PROJECT #12	25,374.50_
				TOTAL:	25,652.00
BOND TRUST SERVICES CORP	1/08/16	PAYING AGENT FEE	PIR SERIES 2010A	GO PIR SERIES 2010A	450.00
	1/08/16	PAYING AGENT FEE	GO SERIES 2012B,SA	REV BOND. SERIES 2012B	450.00_
				TOTAL:	900.00
BORDER STATES ELECTRIC SUPPLY	1/08/16	FR CAPS	ELECTRIC	O-DISTR MISC	68.50_
				TOTAL:	68.50
BREKTHRU BEVERAGE MINNESOTA WINE & SP	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,282.84
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	187.13
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	463.62
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	112.00
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	30.75
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,543.64
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	108.00
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	142.66
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	96.00
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	43.87
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	8.46
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	126.10
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	1.65_
				TOTAL:	13,146.72
BURNS LOCK & KEY	1/08/16	AIRPORT HANGAR KEYPAD LOCK AIRPORT		O-GEN MISC	230.00_
				TOTAL:	230.00
CENTRAL SALT LLC	1/08/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,484.33
	1/08/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,445.96
	1/08/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,414.31_
				TOTAL:	7,344.60
CHAMBER OF COMMERCE	1/08/16	2016 MEMBERSHIP	GENERAL FUND	CENTER FOR ACTIVE LIVI	171.99
	1/08/16	2016 MEMBERSHIP DUES	ELECTRIC	ADMIN MISC	1,668.15_
				TOTAL:	1,840.14
COCA-COLA ENTERPRISES-MIDWEST DIVISION	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	313.84_
				TOTAL:	313.84
COMPUTER LODGE	1/08/16	IT SERVICES-DHS GRANT	GENERAL FUND	CENTER FOR ACTIVE LIVI	18.75_
				TOTAL:	18.75
COOPERATIVE ENERGY CO- ACCT # 5910807	1/08/16	KEROSENE-POWER WASHER	RECREATION	PARK AREAS	26.00_
				TOTAL:	26.00
CULLIGAN WATER COND CO	1/08/16	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	95.00
	1/08/16	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	1/08/16	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	1/08/16	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	1/08/16	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	1/08/16	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	1/08/16	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	32.33_
				TOTAL:	223.83
DACOTAH PAPER CO	1/08/16	BAGS	LIQUOR	O-GEN MISC	413.05

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	413.05
DAVIS TYPEWRITER CO INC	1/08/16	DIVIDER TAB INSERTS	GENERAL FUND	ACCOUNTING	9.50
	1/08/16	PACKAGING TAPE	GENERAL FUND	SECURITY CENTER	12.88
	1/08/16	PACKAGING TAPE	GENERAL FUND	SECURITY CENTER	12.88
	1/08/16	FOLDERS, LEGAL PADS	GENERAL FUND	SECURITY CENTER	31.78
	1/08/16	FOLDERS, LEGAL PADS	GENERAL FUND	SECURITY CENTER	31.77
	1/08/16	CD/DVD SLEEVE	GENERAL FUND	SECURITY CENTER	7.09
	1/08/16	CD/DVD SLEEVE	GENERAL FUND	SECURITY CENTER	7.10
	1/08/16	CARTRIDGES, PAPER	GENERAL FUND	CENTER FOR ACTIVE LIVI	425.97
	1/08/16	CARTRIDGE	GENERAL FUND	CENTER FOR ACTIVE LIVI	129.99
	1/08/16	ENVELOPES, SHEET PROTECTOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	11.78
	1/08/16	DESK PAD, PAPER, LEDGER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	49.78
	1/08/16	HANGING FILE TABS	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	3.49
	1/08/16	ICE MELT - BAC BLDG	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	16.74
	1/08/16	PLASTIC BINDINGS	WATER	ADMIN OFFICE SUPPLIES	14.38
	1/08/16	PLASTIC BINDINGS	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	14.37
	1/08/16	PLASTIC BINDINGS	ELECTRIC	ADMIN OFFICE SUPPLIES	28.76
	1/08/16	INDEX INSERTS	ELECTRIC	ACCTS-RECORDS & COLLEC	5.10_
				TOTAL:	813.36
DEPUTY REGISTER #33	1/08/16	LICENSE/TITLE 2016	WATER	O-DISTR MISC	128.00
	1/08/16	LICENSE/TITLE 2016	MUNICIPAL WASTEWAT	O-PURIFY MISC	144.00
	1/08/16	LICENSE/TITLE 2016	ELECTRIC	O-DISTR MISC	240.00_
				TOTAL:	512.00
DOLL DISTRIBUTING LLC	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	1,601.40
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	90.00
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	11.75-
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	4,001.15
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	12,576.50
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	429.45
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	6,135.10
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	257.60_
				TOTAL:	25,079.45
ECHO GROUP INC	1/08/16	LIGHT BULBS-WATER PLANT	WATER	M-PURIFY STRUCTURES	6.56_
				TOTAL:	6.56
EHRLERS & ASSOCIATES INC	1/08/16	MALL REDEVELOPMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	4,672.50_
				TOTAL:	4,672.50
ENVIRONMENTAL EQUIPMENT & SERVICE INC	1/08/16	SWEEPER PARTS	STORM WATER MANAGE	STORM DRAINAGE	240.03
	1/08/16	MACHINED PART	STORM WATER MANAGE	STREET CLEANING	107.00
	1/08/16	CREDIT RETURNED ITEM	STORM WATER MANAGE	STREET CLEANING	121.00-
				TOTAL:	226.03
EROSION & STORMWATER MGMT CERTIFICATIO	1/08/16	REGISTRATION/RECERTIFICATI	GENERAL FUND	ENGINEERING ADMIN	230.00_
				TOTAL:	230.00
FASTENAL COMPANY	1/08/16	SAFETY VESTS	GENERAL FUND	FIRE ADMINISTRATION	29.98
	1/08/16	PARTS	GENERAL FUND	PAVED STREETS	23.99
	1/08/16	TRUCK PLOW PARTS	GENERAL FUND	PAVED STREETS	8.67
	1/08/16	PARTS	GENERAL FUND	PAVED STREETS	8.99
	1/08/16	SAFETY GLASSES	RECREATION	PARK AREAS	4.87
	1/08/16	HARDWARE	WATER	M-PURIFY EQUIPMENT	0.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	77.00
FEDEX	1/08/16	FREIGHT TO JACK'S UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	10.79_
				TOTAL:	10.79
FIFE WATER SERVICES INC	1/08/16	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	9,974.80_
				TOTAL:	9,974.80
GOPHER STATE ONE CALL INC	1/08/16	MONTHLY LOCATE SERVICE	WATER	O-DISTR MISC	12.84
	1/08/16	MONTHLY LOCATE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	12.83
	1/08/16	MONTHLY LOCATE SERVICE	ELECTRIC	O-DISTR MISC	25.68_
				TOTAL:	51.35
GRAHAM TIRE OF WORTHINGTON INC	1/08/16	HEADLIGHT & COOLANT LEAK #	GENERAL FUND	POLICE ADMINISTRATION	36.25
	1/08/16	HEADLIGHT & COOLANT LEAK #	GENERAL FUND	POLICE ADMINISTRATION	24.95
	1/08/16	NEW TIRES ON #425	GENERAL FUND	PAVED STREETS	3,740.00
	1/08/16	SKID LOADER REPAIR	RECREATION	PARK AREAS	22.50
	1/08/16	SKID LOADER REPAIR	RECREATION	PARK AREAS	3.00
	1/08/16	NEW TIRES ON #425	STORM WATER MANAGE	STREET CLEANING	3,740.00
	1/08/16	NEW TIRES ON #425	STORM WATER MANAGE	STREET CLEANING	240.00_
				TOTAL:	7,806.70
GRAINGER INC	1/08/16	MARKING PAINT WAND	ELECTRIC	M-DISTR UNDERGRND LINE	29.22_
				TOTAL:	29.22
HACH COMPANY	1/08/16	LAB CHEMICALS	WATER	O-PURIFY MISC	159.10_
				TOTAL:	159.10
HAIN SCOTT	1/08/16	REIMBURSE	WATER	O-SOURCE WELLS & SPRNG	198.32
	1/08/16	REIMBURSE	ELECTRIC	ADMIN OFFICE SUPPLIES	310.50_
				TOTAL:	508.82
HAWKINS INC	1/08/16	3 TON CHLORINE	WATER	O-PURIFY	1,933.00
	1/08/16	3 TON CHLORINE	WATER	O-PURIFY	1,937.50_
				TOTAL:	3,870.50
HY-VEE INC-61609 (UTILITIES)	1/08/16	COFFEE, KLEENEX, NAPKINS	WATER	ACCTS-RECORDS & COLLEC	19.15
	1/08/16	COFFEE, KLEENEX, NAPKINS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	19.14
	1/08/16	COFFEE, KLEENEX, NAPKINS	ELECTRIC	ACCTS-RECORDS & COLLEC	38.29_
				TOTAL:	76.58
JERRY'S AUTO SUPPLY	1/08/16	COOLANT	GENERAL FUND	PAVED STREETS	18.49
	1/08/16	BULBS	GENERAL FUND	PAVED STREETS	22.98_
				TOTAL:	41.47
JOHNSON BROTHERS LIQUOR CO	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	98.82
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	215.00
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	170.00
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,695.50
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,017.68
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,597.48
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	109.95
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,360.97
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	6,030.65
	1/08/16	BEER	LIQUOR	NON-DEPARTMENTAL	179.93
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	1.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	3.32
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	3.32
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	41.49
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	27.39
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	60.45
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	90.20
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	193.37_
				TOTAL:	17,897.18
KARL'S TV & APPLIANCE INC	1/08/16	DISPATCH REFRIGERATOR	GENERAL FUND	SECURITY CENTER	235.00
	1/08/16	DISPATCH REFRIGERATOR	GENERAL FUND	SECURITY CENTER	234.99_
				TOTAL:	469.99
KARLS CARQUEST AUTO PARTS INC	1/08/16	20' COPPER SQUAD 25	GENERAL FUND	POLICE ADMINISTRATION	88.99
	1/08/16	#209 AIR FILTER	WATER	O-DIST UNDERGRND LINES	20.99
	1/08/16	MINI LAMP AIRPORT	AIRPORT	O-GEN MISC	1.40_
				TOTAL:	111.38
KM GRAPHICS	1/08/16	EXERCISE EQUIP POSTER-DHS	GENERAL FUND	CENTER FOR ACTIVE LIVI	31.87_
				TOTAL:	31.87
LAMPERTS YARDS INC-2600013	1/08/16	CONCRETE MIX	ELECTRIC	M-DISTR UNDERGRND LINE	61.36
	1/08/16	FORM LUMBER	ELECTRIC	M-DISTR UNDERGRND LINE	37.90_
				TOTAL:	99.26
LAMPERTS YARDS INC-2602004	1/08/16	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	12.99
	1/08/16	DOCK BOARDS	GENERAL FUND	LAKE IMPROVEMENT	0.09_
				TOTAL:	13.08
LARSON CRANE SERVICE INC	1/08/16	BIOSCIENCE DR STREET EXT # IMPROVEMENT CONST	NON-DEPARTMENTAL		2,710.60-
	1/08/16	BIOSCIENCE DR STREET EXT # IMPROVEMENT CONST	TH 59 N COMM/IND PARK		54,212.05_
				TOTAL:	51,501.45
LEWIS & CLARK REGIONAL WATER SYSTEM IN	1/08/16	LOBBYING CHARGES- FY 2016	WATER	O-SOURCE WELLS & SPRNG	1,943.00_
				TOTAL:	1,943.00
LOCATORS & SUPPLIES INC	1/08/16	4 LEG BRIDLE SLING-TRENCH	WATER	M-TRANS MAINS	207.52_
				TOTAL:	207.52
MAC QUEEN EQUIPMENT INC	1/08/16	PLOW #401 PARTS	GENERAL FUND	ICE AND SNOW REMOVAL	1,506.14_
				TOTAL:	1,506.14
MARTHALER CHEVROLET OF WORTHINGTON	1/08/16	REPLACE AIRBAG SENSOR #204	WATER	M-PUMPING	375.00_
				TOTAL:	375.00
MATHESON TRI-GAS INC	1/08/16	25 FT TORCH-HAND SYSTEM	STORM WATER MANAGE	STORM DRAINAGE	2,867.91_
				TOTAL:	2,867.91
METERING & TECHNOLOGY SOLUTIONS	1/08/16	MAG METER REPAIR PARTS	WATER	FA WELLS & SPRINGS	1,546.19_
				TOTAL:	1,546.19
MICHAEL EGGERS	1/08/16	FRONT BRAKE PADS CAR #40	GENERAL FUND	POLICE ADMINISTRATION	208.68
	1/08/16	FRONT BRAKE PADS CAR #40	GENERAL FUND	POLICE ADMINISTRATION	180.00_
				TOTAL:	388.68
MID-STATES ORGANIZED CRIME INFO CENTER	1/08/16	2016 DUES	GENERAL FUND	POLICE ADMINISTRATION	150.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	150.00
MIDWEST ENGINEERING	1/08/16	SURVEY RYANS RD/N MCMILLAN IMPROVEMENT CONST	IMPROVEMENT ENGINEERIN		6,615.00
	1/08/16	SURVEY RYANS RD/N MCMILLAN WATER	PROJECT #15		2,205.00
			TOTAL:		8,820.00
MINNESOTA CRIME PREVENTION ASSOC CRIME	1/08/16	BCA CRIME WATCH	GENERAL FUND	POLICE ADMINISTRATION	45.00
				TOTAL:	45.00
MINNESOTA STATE FIRE DEPT ASSN	1/08/16	2016 MSFDA DUES	GENERAL FUND	FIRE ADMINISTRATION	315.00
				TOTAL:	315.00
MISCELLANEOUS V BECKER MARC	1/08/16	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	10.00
ERSTAD GERRY	1/08/16	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WORTHINGTON PUBLIC	1/08/16	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	43.43
WORTHINGTON PUBLIC	1/08/16	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.02
				TOTAL:	103.45
NOBLE INDUSTRIAL SUPPLY CORP	1/08/16	HIGH EXPANSION FOAM	GENERAL FUND	FIRE ADMINISTRATION	2,339.08
				TOTAL:	2,339.08
NOBLES COUNTY AUDITOR/TREASURER	1/08/16	SEMI-ANNUAL ASSESSING	GENERAL FUND	ASSESSING	42,075.00
	1/08/16	LONG DISTANCE 10/15 & 11/1	GENERAL FUND	POLICE ADMINISTRATION	644.77
	1/08/16	LEGAL SERVICES-DECEMBER	GENERAL FUND	PROSECUTION	13,983.23
	1/08/16	SOLID WASTE - NOVEMBER	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,170.00
				TOTAL:	63,873.00
NORTHWESTERN POWER & EQUIPMENT	1/08/16	WATER PLANT CLA-VAL REPAIR WATER		M-PURIFY EQUIPMENT	525.11
				TOTAL:	525.11
PAUSTIS & SONS	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	6,587.07
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	343.00
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	77.50
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	5.25
				TOTAL:	7,012.82
PEPSI COLA BOTTLING CO	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	98.70
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	27.00
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	128.80
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	27.00
				TOTAL:	281.50
PETERSEN CLEANING & SUPPLY	1/08/16	SNOW REMOVAL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	390.00
				TOTAL:	390.00
PHILLIPS WINE & SPIRITS INC	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,558.19
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	777.65
	1/08/16	MIX	LIQUOR	NON-DEPARTMENTAL	22.25
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	213.00
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,591.62
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,343.50
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	51.59
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	33.20
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	1.66
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	70.18
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	45.65



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	13,708.49
POLLARDWATER	1/08/16	TRANSMISSION LINE PIGS	WATER	M-PUMPING	2,307.00_
				TOTAL:	2,307.00
TRONS REPAIR INC	1/08/16	PARTS FOR #408 & #421	AIRPORT	O-GEN MISC	46.23_
				TOTAL:	46.23
ROUND LAKE VINEYARDS & WINERY LLC	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	769.50
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	517.50_
				TOTAL:	1,287.00
RUNNINGS SUPPLY INC-ACCT#9502440	1/08/16	FILTER PLANT SUPPLIES	WATER	O-PURIFY MISC	11.68
	1/08/16	FILTER PLANT SUPPLIES	WATER	O-PURIFY MISC	9.98
	1/08/16	SHOP SUPPLIES	WATER	O-DISTR MISC	31.97
	1/08/16	SHOP SUPPLIES	WATER	O-DISTR MISC	16.99-
	1/08/16	CHLORINE TUBING	WATER	M-PURIFY EQUIPMENT	23.91
	1/08/16	CHLORINE TUBING	WATER	M-PURIFY EQUIPMENT	7.41-
	1/08/16	OIL	ELECTRIC	O-DISTR UNDERGRND LINE	169.95_
				TOTAL:	223.09
RUNNINGS SUPPLY INC-ACCT#9502485	1/08/16	CARTON TAPE	GENERAL FUND	SECURITY CENTER	7.50
	1/08/16	CARTON TAPE	GENERAL FUND	SECURITY CENTER	7.49
	1/08/16	GALVANIZED CABLE	GENERAL FUND	PAVED STREETS	49.95
	1/08/16	MULTI PURPOSE CLEANER	RECREATION	PARK AREAS	2.99_
				TOTAL:	67.93
SCHAAP SANITATION INC	1/08/16	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	120.12
	1/08/16	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	16.76
	1/08/16	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	107.36
	1/08/16	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	50.72
	1/08/16	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	37.84
	1/08/16	MONTHLY SERVICE	RECREATION	PARK AREAS	576.98
	1/08/16	MONTHLY SERVICE	WATER	O-DISTR MISC	137.94
	1/08/16	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	234.01
	1/08/16	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	157.74
	1/08/16	MONTHLY SERVICE	LIQUOR	O-GEN MISC	165.87
	1/08/16	MONTHLY SERVICE	AIRPORT	O-GEN MISC	89.34
	1/08/16	SOLID WASTE - NOVEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	63,866.65
	1/08/16	SOLID WASTE - NOVEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	12,941.85
	1/08/16	SOLID WASTE - NOVEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	558.74-
	1/08/16	SOLID WASTE - NOVEMBER	GARBAGE COLLECTION	CODE ENFORCEMENT	4,158.60_
				TOTAL:	82,103.04
SCHWALBACH ACE #6067	1/08/16	SPRAY PAINT-TREATMENT PLAN	WATER	M-PURIFY EQUIPMENT	4.99
	1/08/16	FILTER	ELECTRIC	M-DISTR UNDERGRND LINE	29.98_
				TOTAL:	34.97
SCHWICKERTS	1/08/16	ROOF REPAIR-DIAGONAL ROAD	GENERAL FUND	PAVED STREETS	217.33
	1/08/16	ROOF REPAIR-DIAGONAL ROAD	WATER	M-DIST STRUCTURES	217.34
	1/08/16	ROOF REPAIR-DIAGONAL ROAD	ELECTRIC	M-DISTR STRUCTURES	217.33_
				TOTAL:	652.00
SOUTHERN WINE & SPIRITS OF MINNESOTA	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	122.34
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,417.63
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	152.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	89.15-
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	0.15
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	34.40
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	3.70_
				TOTAL:	2,641.07
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	1/08/16	CDAP-12-0071-O-FY13 #31	SMALL CITIES GRANT	SW MN HOUSING	38,027.00_
				TOTAL:	38,027.00
STREICHER'S INC	1/08/16	TRAFFIC VESTS	GENERAL FUND	POLICE ADMINISTRATION	823.86_
				TOTAL:	823.86
TRI-STATE RENTAL CENTER	1/08/16	NITROGEN	ELECTRIC	M-DISTR UNDERGRND LINE	49.00_
				TOTAL:	49.00
TRUE BRANDS	1/08/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	59.88
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	4.79_
				TOTAL:	64.67
TURFWERKS	1/08/16	PARTS -FLOWER CUSHMAN	RECREATION	PARK AREAS	46.74_
				TOTAL:	46.74
VERIZON WIRELESS	1/08/16	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.05
	1/08/16	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	58.66
	1/08/16	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.10
	1/08/16	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.07
	1/08/16	AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	542.18
	1/08/16	PHONE SERVICE	GENERAL FUND	PAVED STREETS	142.15
	1/08/16	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.05
	1/08/16	PHONE SERVICE	RECREATION	PARK AREAS	36.05
	1/08/16	PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.05_
				TOTAL:	975.36
WESCO RECEIVABLES CORP	1/08/16	PEDESTAL BLOCKS FOR PROJEC	ELECTRIC	FA DISTR UNDRGRND COND	1,084.72_
				TOTAL:	1,084.72
WINE MERCHANTS	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	306.24
	1/08/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,500.00
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	1.94
	1/08/16	FREIGHT	LIQUOR	O-SOURCE MISC	44.82_
				TOTAL:	1,853.00
WORTHINGTON FEDERAL SAVINGS BANK	1/08/16	CHECK COPIES	GENERAL FUND	POLICE ADMINISTRATION	30.00
	1/08/16	BANK STATEMENTS	GENERAL FUND	POLICE ADMINISTRATION	36.00_
				TOTAL:	66.00
WYCOFF DANNY	1/08/16	MILEAGE 11/15-12/15	LIQUOR	O-GEN MISC	65.21_
				TOTAL:	65.21
YMCA	1/08/16	CAL MANAGEMENT-DECEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	523.50
	1/08/16	CAL MANAGEMENT-DECEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,562.00
	1/08/16	CAL MANAGEMENT-DECEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,412.80
	1/08/16	SEMI-ANNUAL BLDG INSURANCE	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	923.00_
				TOTAL:	4,421.30

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
===== FUND TOTALS =====					
101		GENERAL FUND	91,791.39		
202		MEMORIAL AUDITORIUM	508.67		
204		SMALL CITIES GRANT	38,027.00		
207		PD TASK FORCE	3.49		
229		RECREATION	750.18		
231		ECONOMIC DEV AUTHORITY	16.74		
347		PIR SERIES 2010A	450.00		
349		GO SERIES 2012B,SALES TAX	450.00		
401		IMPROVEMENT CONST	58,393.95		
431		AQUATIC CENTER FACILITY	923.00		
601		WATER	13,998.04		
602		MUNICIPAL WASTEWATER	442.35		
604		ELECTRIC	4,357.96		
605		INDUSTRIAL WASTEWATER	19,037.07		
606		STORM WATER MANAGEMENT	8,185.66		
609		LIQUOR	108,867.49		
612		AIRPORT	27,041.51		
873		GARBAGE COLLECTION	80,408.36		
878		WASTE MANAGEMENT COLL	7,170.00		
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		GRAND TOTAL:	460,822.86		
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