

# **WORTHINGTON CITY COUNCIL**

## **AGENDA**

**7:00 P.M. - Monday, May 9, 2016**

**City Hall Council Chambers**

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. PUBLIC HEARING - FOR IMPROVEMENT OF BIOSCIENCE DRIVE WEST OF COUNTY DITCH 12 - ENGINEERING CASE ITEM 1 (BLUE)**
- D. PUBLIC HEARING - APPROVAL OF THE TAX INCREMENT FINANCING AND MODIFIED REDEVELOPMENT PLANS FOR GRAND TERRACE TAX INCREMENT FINANCING DISTRICT (TIF DISTRICT #17) - COMMUNITY/ECONOMIC DEVELOPMENT CASE ITEM 1 (GRAY)**
- E. AGENDA ADDITIONS/CHANGES AND CLOSURE**
  - 1. Additions/Changes
  - 2. Closure
- F. CONSENT AGENDA**
  - 1. CITY COUNCIL MINUTES
    - a. City Council Minutes of Regular meeting April 25, 2016
  - 2. MINUTES OF BOARDS AND COMMISSIONS
    - a. Water & Light Commission Meeting Minutes of April 18, 2016
    - b. Public Arts Commission Meeting Minutes of April 14, 2016
    - c. Housing & Redevelopment Authority Meeting Minutes of March 29, 2016
  - 3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)
    - Case Item
      - 1. Application to Block Street(s) - Worthington Okabena Windsurfers
      - 2. Application to Block Street(s) - Solid Rock Assembly
      - 3. Application to Block Street(s) - Worthington International Festival

4. **BILLS PAYABLE**

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

**G. CITY COUNCIL BUSINESS - ADMINISTRATION**

Case Items

1. Third Reading Proposed Ordinance Vacating a Platted Street and Alley in the City of Worthington, Nobles County, Minnesota - Sanford Health
2. Third Reading Proposed Ordinance Amending Title XV of the City Code of Worthington, Nobles County, Minnesota, to Rezone Property from "R-1" (One Family Detached Residential) to "R-5" (Multi-Family, Medium and High Density Residential) - Housing Partnership
3. Third Reading Proposed Ordinance Amending Title XV of the City Code of Worthington, Nobles County, Minnesota, to Rezone Property from "R-1" (One Family Detached Residential), "R-5" (Multi-Family, Medium and High Density Residential), "B-3" (General Business) and "B-4" (Shopping Center) to "B-3" (General Business) - Yellow Company
4. Second Reading Proposed Ordinance Extending the Corporate Limits of the City of Worthington to Include 6.5 Acres of Unplatted Land Abutting the City of Worthington and Owned by Allen and Kimberly Drost
5. Engineering Services - Buss Field Soccer Preliminary Plan and Project Estimate
6. Application to Block Street(s) - YMCA Color Dash Event

**H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)**

Case Items

1. 2016 Private Docks Application Approval
2. Consider Mosquito Control Program

**I. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)**

Case Items

2. Approve Plans and Authorize Advertisement for Bids for 2016 Taxiway C Crack Repair and Seal Coat Project
3. Amendment to License Agreement with Alltel Communications
4. First Reading of an Ordinance to Vacate Portion of Platted Utility Easement
5. Funding Agreement with Nobles County

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

Case Items

2. First Reading - Change of Zone (Tom Hinks)
3. Preliminary Plat - Worthington Community Addition
4. Final Plat - Worthington Community Addition
5. SCDP Loan and Administrative Services Contract - Grand Terrace Apartments

**K. 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

**L. CITY ADMINISTRATOR REPORT**

**M. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING, APRIL 25, 2016**

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

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

Others present: Jason and Jean Johnson; Jorge Lopez, Southwest Minnesota Housing Partnership; Jenny Cohoon; Kayla Schroeder; Emmanuel Hernandez; Chad Cummings, KWOA; Alex Chhith, Daily Globe.

The Pledge of Allegiance was recited.

**HONORARY COUNCIL MEMBER**

Mayor Kuhle welcomed Jason Gerdes as the Honorary Council Member and presented him with a certificate for his service during the months of February, March and April 2016. Mr. Gerdes said he appreciated the opportunity to learn and said it fuels the desire to get more involved.

**AGENDA CLOSED/APPROVED**

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

**CONSENT AGENDA APPROVED.**

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

- City Council Minutes of Regular Meeting April 11, 2016 and Special Meeting April 19, 2016
- Minutes of Boards and Commissions - NEON Committee Minutes of March 17, 2016; Prairie Justice Center Joint Operations Committee Minutes of March 2, 2016; Heron Lake Watershed District Board Minutes of February 16, 2016
- Financial Statements - General Fund Statement of Revenues and Expenditures - Budget and Actual, for the Twelve Months Ended December 31, 2015; Municipal Liquor Store Income Statement for the Period January 1, 2015 through December 31, 2015; General Fund Statement of Revenues and Expenditures - Budget and Actual - for the Three Months Ended March 31, 2016; Municipal Liquor Store Income Statement for the Period January 1, 2016 through March 31, 2016
- On-Sale Beer License - Nobles County Speedway - 2016 Season
- 2016 Worthington Soccer League Agreement
- Set public meeting for review of Storm Water Pollution Prevention Plan as 7:00 p.m. on



- Monday, June 13, 2016 at the regular City Council meeting
- Bills payable and totaling \$580,837.37 be ordered paid

**SECOND READING PROPOSED ORDINANCE VACATING A PLATTED STREET AND ALLEY IN THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - SANFORD HEALTH**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would vacate public right of way as follows:

Section I.

All that portion of Sixth Avenue lying between the northeasterly line of Tenth Street and the northeasterly line of the alley lying between Lots 8 and 9, Block 24, and between Lots 4 and 5, Block 27, Plat of Worthington, Nobles County, Minnesota is hereby vacated.

Section II.

The alley between Fifth and Sixth Avenue abutting Lots 4, 5, 8, and 9, Block 24, Plat of Worthington, Nobles County, Minnesota is hereby vacated.

Adoption of the ordinance will allow for vacation and conveyance of the right-of-way to Sanford Health to incorporate it into their hospital campus.

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

**SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-1" (ONE FAMILY DETACHED RESIDENTIAL) TO "R-5" (MULTI-FAMILY, MEDIUM AND HIGH DENSITY RESIDENTIAL) - HOUSING PARTNERSHIP**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would rezone certain property from "R-1" (One Family Detached Residential) to "R-5" (Multi-Family, Medium and High Density Residential) as follows:

The following legally described area, presently included in the "R-1" district, shall henceforth be included in the "R-5" district:

Lots 10, 11, 12 and 13, all in Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102N, Range 40W, City of

Worthington, Nobles County, Minnesota,

EXCEPTING THEREFROM

That part of Lot 13 lying south of a line 200.00 feet north of and parallel with the south line of Lot 14, in Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102N, Range 40W, City of Worthington, Nobles County, Minnesota.

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

**SECOND READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-1" (ONE FAMILY DETACHED RESIDENTIAL), "R-5" (MULTI-FAMILY, MEDIUM AND HIGH DENSITY RESIDENTIAL), "B-3" (GENERAL BUSINESS) AND "B-4" (SHOPPING CENTER) TO "B-3" (GENERAL BUSINESS) - YELLOW COMPANY**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would rezone certain property from "R-1" (One Family Detached Residential), "R-5" (Multi-Family, Medium and High Density Residential), "B-3" (General Business) and "B-4" (Shopping Center) to "B-3" (General Business) as follows:

The following legally described area, presently included in the "R-1", "R-5", "B-3" and "B-4" districts, shall henceforth be included in the "R-5" district:

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota described as follows:

Commencing at the South Quarter Corner of said Section 13; thence North 00 degrees 01 minutes 10 seconds East, along the east line of the Southwest Quarter of said Section 13, a distance of 67.00 feet to the southeast corner of NORTHLAND MALL FIRST ADDITION according to the recorded plat thereof on file and of record in the Office of the Nobles County Recorder and the point of beginning; thence continuing North 00 degrees 01 minutes 10 seconds East a distance of 770.15 feet to the northeast corner of said NORTHLAND MALL FIRST ADDITION; thence North 89 degrees 03 minutes 04 seconds West, along the north line of said NORTHLAND MALL FIRST ADDITION, a distance of 420.21 feet to the southeast corner of Lot 5, FIRST RESURVEY AND RESUBDIVISION OF NORTHLAND MALL FIRST ADDITION according to the recorded plat thereof on file and of record in the Office of the Nobles County Recorder; thence North 00 degrees 04 minutes 26 seconds East, along the east line of said Lot 5, a distance of 160.00 feet; thence North 89 degrees 03 minutes 04 seconds West, along the north

line of said Lot 5, a distance of 430.26 feet; thence South 00 degrees 01 minutes 34 seconds East, along the west line of said Lot 5, a distance of 160.00 feet to the north line of said NORTHLAND MALL FIRST ADDITION; thence North 89 degrees 03 minutes 04 seconds West, along said north line, a distance of 135.00 feet to the northwest corner of said NORTHLAND MALL FIRST ADDITION; thence South 00 degrees 00 minutes 20 seconds West, along the west line of said NORTHLAND MALL FIRST ADDITION, a distance of 102.96 feet; thence North 89 degrees 59 minutes 40 seconds West, a distance of 289.01 feet to a point on a line lying parallel with and 50.00 feet easterly of the west line of the Southeast Quarter of the Southwest Quarter of said Section 13; thence South 00 degrees 02 minutes 00 seconds West, along said line, a distance of 462.50 feet; thence South 89 degrees 09 minutes 21 seconds East a distance of 144.29 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 200.12 feet to the south line of said NORTHLAND MALL FIRST ADDITION; thence South 89 degrees 02 minutes 49 seconds East, along said south line, a distance of 1129.75 feet to the point of beginning.

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

#### **ADDITIONAL NOMINATING COMMITTEE RECOMMENDATION APPROVED**

The motion was made by Council Member Janssen, seconded by Council Member Nelson and unanimously carried to reappoint Mike Harmon for a three-year term to the Water and Light Commission, term to expire March 31, 2019, based on recommendation from the Nominating Committee.

#### **RESOLUTION NO. 3657 ADOPTED FOR STATEWIDE VISION STATEMENT FOR BROADBAND**

The motion was made by Council Member Sankey, seconded by Council Member Harmon and unanimously carried to adopt the following resolution in support of a statewide vision for broadband that states "Everyone in Minnesota will be able to use convenient, affordable world-class broadband networks that enable us to survive and thrive in our communities and across the globe.":

RESOLUTION NO. 3657

A RESOLUTION SUPPORTING A STATEWIDE VISION STATEMENT FOR BROADBAND

(Refer to Resolution File for complete copy of Resolution)

#### **RESOLUTION NO. 3658 ADOPTED APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS - 2016 STREET RECONSTRUCTION**

## **IMPROVEMENTS**

At their March 28, 2016 meeting, Council ordered plans and specifications for the 2016 Street Reconstruction project which have now been completed. The project includes the following street reconstructions:

Darling Drive from 186 feet east of the center line of North Burlington Avenue to Grand Avenue extended

Hagge Street from Tower Street to Diagonal Road

Schaap Drive from 1<sup>st</sup> Avenue Southwest to 1<sup>st</sup> Avenue Southwest

The motion was made by Council Member Graber, seconded by Council Member Harmon and unanimously carried to adopt the following resolution approving the plans and specifications and authorizing advertisement for bids to be received on May 20, 2016 and considered for award at the May 23, 2016 Council meeting:

RESOLUTION NO. 3658

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

(Refer to Resolution File for complete copy of Resolution)

## **RESOLUTION NO. 3659 ADOPTED APPROVING PLANS AND AUTHORIZING ADVERTISEMENT FOR BIDS - KNOLLWOOD DRIVE AND 1<sup>ST</sup> AVENUE SOUTHWEST SANITARY SEWER EXTENSION**

At their April 11, 2016 meeting, Council ordered plans and specifications for the Knollwood Drive and 1<sup>st</sup> Avenue Southwest Sanitary Sewer Extension project, which Midwest Engineering now completed. The project provides for extension of the sanitary sewer on Knollwood Drive south of Woodland Court and east on 1<sup>st</sup> Avenue Southwest to serve a proposed residential housing development as follows:

Knollwood Drive from Woodland Court to 1<sup>st</sup> Avenue Southwest  
1<sup>st</sup> Avenue Southwest from Knollwood Drive to 266 feet east of Knollwood Drive

Dwayne Haffield, Director of Engineering, said we are working with Banner in consideration of the Lewis and Clark pipeline - we have their proposed alignment and are adjusting the sewer a little to work around it.

The motion was made by Council Member Sankey, seconded by Council Member Janssen and unanimously carried to adopt the following resolution approving the plans and authorizing advertisement for bids to be received on May 20, 2016 and considered for award at the May 23, 2016 Council meeting for the Knollwood Drive and 1<sup>st</sup> Avenue Southwest Sanitary Sewer Extension project:

RESOLUTION NO. 3659

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO'S. 3660 THROUGH 3663 ADOPTED ORDERING PREPARATION OF FEASIBILITY REPORTS ON PROPOSED IMPROVEMENTS - BIOSCIENCE DRIVE WEST OF COUNTY DITCH 12**

Based on Council direction, preliminary design and preparation of a feasibility report for a project to extend Bioscience Drive, sanitary sewer, storm sewer and water main through that portion of the Economic Development Authority's property abutting I-90 has been completed. Financing of the project is proposed by utilizing special assessments, with the paving improvement as a separate improvement from the sewer, water and storm water extensions. To initiate the special assessments process, staff was requesting Council adoption of two resolutions ordering preparation of the feasibility report and to assess the benefitted property for all or a portion of the cost of the following improvement:

Improvement of the following described street by necessary grading, base construction, curb and gutter construction, and surfacing:

*Bioscience Drive in the Northeast Quarter of Section 14, T102N, R40  
W from approximately 855 feet west of the west right-of-way of TH  
59 to a point approximately 1,170 feet west and 340 feet south.*

And,

Improvement of the following described street by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system as follows:

*Bioscience Drive in the Northeast Quarter of Section 14, T102N, R40  
W from approximately 855 feet west of the west right-of-way of TH*

*59 to a point approximately 1,170 feet west and 340 feet south.*

Staff also presented two resolutions receiving the report and calling for a hearing on the proposed improvements to be set as 7:00 p.m. on Monday, May 9, 2016 at the regular City Council meeting.

The motion was made by Council Member Janssen, seconded by Council Member Sankey and unanimously carried to adopt the following resolutions ordering preparation of a report and receiving the report and calling for a public hearing on the improvement at 7:00 p.m. on Monday, May 9<sup>th</sup> at the regular City Council meeting:

RESOLUTION NO. 3660

ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 3661

ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 3662

RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 3663

RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

**CONTRACT AWARDED FOR 2016 STORM SEWER IMPROVEMENTS PROJECT**

The following bids were received on April 22, 2016 for the 2016 Storm Sewer Improvements project, which includes the reconstruction of the storm sewer on 15<sup>th</sup> Street from Second Avenue to Third Avenue, and the replacement of a storm sewer outlet on James Boulevard:

<u>Engineer's Estimate</u>	<u>Larson Crane Service</u>	<u>Henning Construction</u>	<u>Duininck, Inc.</u>
\$162,655.85	\$123,867.00	\$127,188.50	\$138,855.00

The motion was made by Council Member Nelson, seconded by Council Member Graber and unanimously carried to award the bid for the 2016 Storm Sewer Improvements project to Larson Crane as the low qualified bidder in the amount of \$123,867.00.

**CONTRACT APPROVED FOR PROFESSIONAL SERVICES TO ASSIST IN GRANT FUNDED FLOOD MITIGATION PROJECT**

Dwayne Haffield, Director of Engineering, said following revision of the application that the City submitted for FEMA funding for the County Ditch 12 flood mitigation project, notification of grant award for the first phase (design) and land acquisition had been received on April 14, 2016. However, the award calls for the project to be completed within 36 months - Mr. Haffield said this is a very aggressive schedule, and must include time for FEMA to review information that is to be provided at the end of the Phase I work. Meeting that schedule will require procurement of the professional services required to complete Phase 1 as quickly as possible, and in accordance with applicable federal requirements including preparation of a Request for Proposals (RFP) and a documented selection process. Bolton and Menk has provided a proposal for development of the RFP, although they are not eligible to provide services for the remainder of the project because they assisted in the preparation of the grant application. The cost of the proposal is a lump sum fee of \$18,900, which is not eligible for grant money but will be paid for from the \$801,750 Storm Water Utility reserves currently budgeted for the project.

Mayor Kuhle questioned the increase in the local share for the project from \$960,668 to \$1,437,472. Mr. Haffield said with the need to bring the Oslo Street Culvert into the project with the Conditional Letter of Map Revision (CLOMR) the costs jumped. The numbers are preliminary and it is hoped that they will come in better. He added that getting this project done will benefit a lot of people.

The motion was made by Council Member Graber, seconded by Council Member Janssen and unanimously carried to accept the proposal from Bolton and Menk at the lump sum fee of \$18,900 and authorize the Mayor and Clerk to execute the agreement, subject to acceptance by the City Attorney.

**RESOLUTION ADOPTED REGARDING COOPERATIVE FUNDING FOR OXFORD STREET RECONSTRUCTION LAYOUT DEVELOPMENT**

The Minnesota Department of Transportation (MnDOT) has tentatively scheduled the reconstruction of Oxford Street (TH 59) from Humiston Avenue to TH 60 for 2025. The City and County have also

been working on planning the reconstruction of Oxford Street from Humiston Avenue to McMillan Street, subject to availability of federal highway funding. Dwayne Haffield, Director of Engineering, said both segments are of about the same vintage, and the desire is to have them both look the same when we come out of the project.

The MnDOT project would involve what is referred to as a Level 1 Layout, which is a fairly detailed layout of what the project would look like, and is used to develop construction plans and typically used to obtain municipal consent for projects within municipalities. MnDOT is proposing a lot of public input on the project, with the development of the layout proposed to be completed by a consultant. It was requested that MnDOT include the local segment in the scope of services that the MnDOT consultant will provide to ensure consistency in process and design, and cost effectiveness for the City regarding the public involvement process. SRF Consulting Group, Inc. has been selected by MnDOT, with input from the City and the County Engineers, and Mr. Haffield said we would become part of that contract and make direct payments as the City will have some cost share because of the intersections. Of the \$186,024.24 fee for professional services, we have \$31,000 for the local leg, and roughly another \$7,800 for the intersection control studies. The Nobles County Engineer has indicated that he will go to the County Board and ask for participation of half of the \$31,000 at their next meeting.

Staff was requesting that Council authorize the Mayor and Clerk to execute the agreement and adopt a resolution stating such, and to amend the 401 budget to include the \$38,750.02 for this study with the use of undesignated reserves.

The motion was made by Council Member Janssen, seconded by Council Member Sankey and unanimously carried to adopt the following resolution regarding cooperative funding for the Oxford Street Reconstruction Layout Development and to amend the budget to include the study:

#### CITY OF WORTHINGTON

#### RESOLUTION

BE IT RESOLVED that the City of Worthington enter in MnDOT Agreement No. 1002164 between the State of Minnesota, Department of Transportation, SRF Consulting Group, Inc. And the City of Worthington for the following purposes:

To provide payment for a planning corridor study along TH59, within the City of Worthington. This study is to provide an opportunity to help develop a vision for the corridor (pedestrian accommodations, utility needs, aesthetic improvements, etc.) and will result in level 1 layout in preparation for the reconstruction of TH59.

City of Worthington will pay for the costs associated with the inclusion of CSAH 35 from Humiston to McMillan Street (\$31,004.24). The City of Worthington will also cost share in the MnDOT portion of the corridor study at 5% of the total contract cost (total MnDOT



portion of contract = \$147,274.22; 5% = \$7,745.78). The 5% cost share will cover the city's portion of certain tasks that impact the city's roadways (e.g. Intersection Control Evaluation study at US 59/Oxford Street and Grand Avenue).

Anticipated Total city cost associated with MnDOT Contract 1002164 = \$38,750.02.

BE IT FURTHER RESOLVED that the Mayor and the Clerk are authorized to execute the Agreement and any amendments to the Agreement.

**RESOLUTION NO. 3664 ADOPTED RELATING TO FINANCING OF CERTAIN PUBLIC IMPROVEMENT BY THE CITY OF WORTHINGTON; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE**

Dwayne Haffield, Director of Engineering, said that federal tax regulations require that local governments declare intent to reimburse themselves for prior costs incurred in making public improvements with proceeds from bonds - a standard practice. Staff was recommending Council adoption of a resolution that would declare such intent for the following improvement as approved at the April 11, 2016 Council meeting:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
An improvement of Knollwood Drive from Woodland Court to 1 <sup>st</sup> Avenue Southwest and 1 <sup>st</sup> Avenue Southwest from Knollwood Drive to 266 feet east of Knollwood Drive by extension of the municipal wastewater collection system	\$259,000

The motion was made by Council Member Sankey, seconded by Council Member Harmon and unanimously carried to adopt the following resolution relating to certain public improvements and the City's intent to bond for financing of the project:

RESOLUTION NO. 3664

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

(Refer to Resolution File for complete copy of Resolution)

**FIRST READING PROPOSED CORRECTED ORDINANCE FOR PETITION TO EXTEND**

### **THE CORPORATE LIMITS OF THE CITY OF WORTHINGTON - ALLEN DROST**

At their April 11, 2016 meeting, Council gave a first reading to a proposed ordinance that would extend the corporate limits of the City of Worthington to include 6.5 acres of land owned by Allen Drost in Section 34 of Worthington Township. Steve Robinson, City Administrator, noted that, since that reading it was discovered that the ordinance contained an error in the legal description as presented. The correct legal description is as follows:

That part of the Northeast Quarter of Section 34, Township 102 North, Range 40 West, lying Northwest of the right-of-way of the Chicago, St. Paul, Minneapolis and Omaha Railway Company, EXCEPT a tract beginning at the North Quarter Corner of said Section 34; thence Easterly along the North line of said Section 34, a distance of 115.00 feet; thence Southwesterly, a distance of 119.60 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 34 distant 33.00 feet South of the North Quarter corner of said Section 34, a distance of 33.00 feet to the point of beginning

The motion was made by Council Member Nelson and seconded by Council Member Sankey to give a first reading to the revised ordinance.

Mayor Kuhle asked if there was anyone present who wished to speak to the proposed annexation.

Jason Johnson - wants to be sure the City is only looking at annexing the 6.8 acres as we prefer not to be annexed. I want Council to consider everything involved - the property won't get any bigger - where we are, is a nicer area, I don't want to see a bunch of stuff jammed into a small area and create a more undesirable location for us, that's my main concern.

Kayla Schroeder - we are on the other side of Jason - we chose that property for the land that it is - we like where it is and we don't want to jam pack more in there. We have a young child and we would like to let him have that freedom to be able to run outside. He loves where we're at - the nature, we don't have houses right up against us. That's one of our concerns - we purchased the property for the location that it is. She was told that her property could be annexed some time in the future.

Council noted that just being in their proximity to the city limits could result in annexation some day.

The motion was unanimously carried.

### **COUNCIL COMMITTEE REPORTS**

Mayor Kuhle - reported on an E.O. Olson Committee meeting, and noted an upcoming SRDC legislative lobbying day on Thursday that he will be part of.

Council Member Nelson - reported on HRA meeting last week, Park Board on the 14<sup>th</sup>, and noted that Arbor Day is Friday.

Council Member Graber - Reported on a Memorial Auditorium Advisory Board meeting and provided an update regarding showing movies at the Auditorium. Also reported on the April 14<sup>th</sup> Public Arts Commission meeting, noted the special Council meeting, the Joint Powers Transit Board will meet Thursday.

Council Member Janssen - Attended a NEON meeting on April 14<sup>th</sup>, the Special Council meeting for the Administrator's performance evaluation, and noted that the Transit Board will meet this week.

Council Member Harmon - Reported on the Water and Light Commission April 18<sup>th</sup>, the Joint City/County/School Board meeting on April 20<sup>th</sup>, Cable 3, the BioVerse open house this afternoon, and suggested support of the upcoming Mark Twain event at the Auditorium.

Council Member Sankey - he attended the special closed session meeting here on April 19<sup>th</sup>, noted a tour of some of the Heron Lake Watershed projects, NEON on the 14<sup>th</sup>, and attended a conference this weekend for Civil Air Patrol.

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

Steve Robinson, City Administrator, noted that the movie screen for the Auditorium arrived last week - they looked at placement for it today - it may go up at the end of this week or possibly next week. He met with the folks who will lease the Prairie View Clubhouse last week and worked out the final details of that lease- they have A copy of that lease and will get it back to us. He will be in St. Paul later this week for transportation funding and they are also still tracking the Lewis and Clark project, which appears to have become one of the bargaining chips between the two political parties. Everyone knows it is going to be in, it's just a question of if it's going to be an appropriation or cash grant. Next week is spring clean up and will try to get that completed by Mothers Day. He was also at the BioVerse Open House - a perfect example of our incubator.

### **ADJOURNMENT**

The motion was made by Council Member Sankey, seconded by Council Member Nelson and unanimously carried to adjourn the meeting at 8:15 p.m.

Janice Oberloh, MCMC  
City Clerk



**UNAPPROVED**

## **WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING APRIL 18, 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 Vice President Gary Hoffmann with the following members present: James Elsing, Aaron Hagen, Michael Harmon and Lyle Ten Haken.

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

Others present: Julie Buntjer, Daily Globe

### **AGENDA ADDITIONS/CLOSURE**

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

### **CONSENT AGENDA APPROVED**

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

- Water and Light Commission minutes of the regular meeting held on April 4, 2016
- Staff reports for March 2016
- Utility bills payable totaling \$145,647.25 for April 8 and April 15, 2016

### **FINANCIAL STATEMENTS**

A motion was made by Commissioner Elsing, seconded by Commissioner Harmon and unanimously carried to accept the financial statements for March 2016.

### **CHANGE IN COMMISSION MEMBERSHIP**

The Commission welcomed Lyle Ten Haken to the Water and Light Commission. Mr. Ten Haken replaced Randy Thompson after the expiration of his third and final term.

### **AWARD BID FOR MCMILLAN STREET WATER MAIN RECONSTRUCTION PROJECT**

The following three bids were received on April 15, 2016, for the McMillan Street water main reconstruction project. The total amount of the low bid is approximately 15% under the engineer's estimate of \$349,780.40.

<u>Contractor</u>	<u>Bid</u>
Duininck, Inc.	\$297,744.84
Larson Crane Service, Inc.	\$314,118.00
Henning Construction, Inc.	\$421,260.00

A motion was made by Commissioner Harmon, seconded by Commissioner Ten Haken and unanimously carried to award the bid for the McMillan Street water main reconstruction project to Duininck, Inc. in the amount of \$297,744.84.

### **APPROVE PLANS AND AUTHORIZE ADVERTISEMENT FOR BIDS FOR 2016 CONCRETE PAVEMENT RESTORATION**

Scott Hain, General Manager, presented the plans and specifications for the proposed 2016 water and sanitary sewer related concrete restoration project

The total estimated cost for the water main related pavement restoration work, including engineering and contingencies, is \$507,500. The amount included in the 2016 Water Department budget is \$531,935. The 2016 Water Department budget also included \$59,800 for the restoration of pavement removed on Rose Avenue in 2015. That budget did not reflect the actual amount of pavement needed to be removed in the project. The current estimated cost is significantly over the budget and it was recommended that the project be re-budgeted for completion in 2017.

The total estimated cost for the sanitary sewer related pavement restoration work, including remaining engineering and contingencies, is \$67,400. This estimated cost is \$3,900 more than the \$63,500 included in the 2016 Wastewater Department budget. It was recommended that actual costs exceeding the budget be funded from undesignated wastewater fund reserves.

A motion was made by Commissioner Ten Haken, seconded by Commissioner Elsing and unanimously carried to approve the plans for the 2016 concrete pavement restoration project and authorize an advertisement for bids to be received on May 19, 2016, and considered for award at the Commission meeting on May 24, 2016.

### **DECLARE VEHICLE AS SURPLUS PROPERTY AND AUTHORIZE DISPOSAL**

A motion was made by Commissioner Hagen, seconded by Commissioner Elsing and unanimously carried to formally declare the Electric Department's 1984 Chevrolet cab and chassis as surplus property and to authorize staff to dispose of the unit in accordance with the City Property Disposal Policy.

### **2015 CONSUMER CONFIDENCE REPORT**

A motion was made by Commissioner Harmon, seconded by Commissioner Elsing and unanimously carried to approve the 2015 Consumer Confidence report in substantially the form presented for distribution with the June 2016 utility bills.

## **BiO SCIENCE CONFERENCE DISCUSSION**

Commissioners Hoffmann, Hagen, Elsing and Harmon provided a verbal report on the BiO Science Conference held on April 7-8, 2016, at the Worthington Event Center. Discussion was also held on continuing future sponsorship for the conference.

## **AMERICAN PUBLIC POWER ASSOCIATION (APPA) SAFETY AWARD**

Scott Hain, General Manager, reported that Worthington Public Utilities received notice that we scored an incident rate of 0 thus achieving first place in Group B (systems with 15,000 to 29,999 worker-hours of exposure) of the American Public Power Association Safety Contest. This is the 14<sup>th</sup> time in the last 17 years (and the 10th consecutive year) that WPU has taken first place in our category.

## **WELL LEVELS**

Scott Hain, General Manager, provided the Commission with an update on the current status of the Lake Bella wells.

## **MISSOURI RIVER ENERGY SERVICES ANNUAL MEETING**

Discussion was held on attending the 51<sup>st</sup> annual meeting of Missouri River Energy Services scheduled for May 11-12, 2016, at the Sioux Falls Convention Center.

## **COMMISSION COMMITTEE REPORTS**

Commissioner Hoffmann reported that he attended a Nobles Economic Opportunity Network (NEON) meeting on April 14, 2016. Discussion continued on the Four Forces model (resources, technology, demographics and governance) used by the Alliance for Innovation Transforming Local Government to organize and prioritize trends impacting communities in the next twenty years.

## **ADJOURNMENT**

A motion was made by Commissioner Hagen, seconded by Commissioner Harmon and unanimously carried to adjourn the meeting at 4:30 P.M. Vice President Hoffmann declared the meeting adjourned.

Deb A. Scheidt  
Secretary to the Commission

## **WORTHINGTON PUBLIC ARTS COMMISSION**

**Minutes: Thursday, April 14, 2016**

**Worthington City Council Chambers**

**Members Present:** Kathy Craun, Diane Graber, Gail Holinka, Brenda Hurlbut, Patty Traphagen-Lowry, Antonio Madrigal

**Absent:** Stacy Nagel

March 10, 2016 minutes approved. Graber/Hurlbut

New appointees, Brenda Hurlbut and Patty Traphagen-Lowry were introduced. Kathy, Gail and Diane shared history, purpose and process of the Public Arts Commission. Discussion of other arts organizations representation was followed, and included The Nobles County Art Center and Memorial Auditorium. Due to conflicts with Auditorium boards Tammy Makram has not been able to attend. Members agree to change the Commission meetings to the third Thursday of the month to accommodate Auditorium connections.

ArtPlace activity was reported by Gail. Worthington remains one of four cities being considered in the planning process. The ArtPlace Grant is a collaboration of the affordable housing group, communalities and arts organizations. At this time there is no clear identification of purpose or projects.

Review of Crailsheim Bridge Project was shared. Brady has begun fabrication of the sculpture and the first payment has been made. To date funds received include: Grant - \$1600, donations - \$4850. Sample for plaques are to be forwarded to Worthington-Crailsheim International Inc. for fund raising purposes.

Kathy requested input on the Bridge Building activity which will be held in conjunction with the Bridge dedication. She will be contacting Community Education and the Integration Collaborative to plan the activity. Gail directed her to the high school art class for assistance.

The Worthington Event Center Globe Project was reviewed. Preliminary designs were shared with the Commission. There remains \$8000 in city funds to support the project. However, additional monies will be needed. Brenda and Diane discussed possible business sponsors location in the BioTech Park.

Goals for long range planning were discussed. This has continued to be a need as the Commission moves forward and the need for approved guidelines become evident.

Next meeting is scheduled for Thursday, May 19, 5:15 p.m. City Council Chambers.

Respectfully submitted,  
Kathy Craun



**Worthington HRA Regular Board Meeting  
March 29, 2016  
819 10<sup>th</sup> Street, Worthington, MN**

Board Members Present: Royce Boehrs, Lori Bristow, Brad Chapulis, Bridget Huber, Scott Nelson, and Lyle TenHaken.

Excused Absence: None

Staff Members Present: Randy Thompson, HRA Executive Director

Others Present: None

Royce Boehrs, Board Chairman called the meeting to order at 5:20 P.M

APPROVAL OF THE AGENDA: A motion was made by Scott Nelson to approve the agenda with no changes or additions. The motion was seconded by Lyle TenHaken. The Motion Passed.

APPROVAL OF MEETING MINUTES: A motion was made by Lyle TenHaken to approve the minutes from board meeting held February 23, 2016. The motion was seconded by Scott Nelson. The Motion Passed.

BILLS PAYABLE: The bills payable for the period of February 24, 2016 to March 25, 2016 were presented for approval. The bills paid included: Prairie Acres Account \$6,170.73 Management/Levy Account \$184.00, The Rising Sun Estates Account \$42,417.16, The Public Housing Account \$61,577.34.

FINANCIAL STATEMENT REVIEW: The board reviewed the February 29, 2016 financial statements for Public Housing and Section 8. The Statements were prepared by the Accounting Firm, Hawkins & Ash. The board also reviewed the dashboard statement internally prepared which provides a recap of the monthly and year to date financial information as prepared by the accounting firm. The board also reviewed the February 29, 2016 statements for Prairie Acres, Rising Sun Estates, and Management/Levy Account. These statements are prepared in-house by HRA staff. A Motion was made by Scott Nelson to Approve the Bills Paid from all accounts as presented and to approve the financial statements for Public Housing, Section 8, Prairie Acres, Rising Sun Estates, and the Management/Levy Account. The Motion was seconded by Lori Bristow. The Motion Passed. Motion - 03292016-A

RISING SUN ESTATE, FINAL PAYMENT TO COMMERICAL PARTNERS TITLE CO.: The Board reviewed the invoice received as of March 3, 2016 from Commercial Title in the amount of \$26,511.20. This was the final GAP funding required from the HRA to close out all payments to contractors and subcontractors. There was confusion on this invoice due to the fact that a check for \$115,000 was received by the Worthington HRA in December of 2015 and the invoice to fund the GAP in financing had not been issued at that time from Commercial Title. Commercial Title realized that the final invoice had not been issued in late February 2016. Supporting documentation was provided to show the breakdown of sources and uses of the funding for entire project to support the invoiced dollar amount requested. After explanation and review a Motion was made by Lyle TenHaken to approve payment of invoice #42754 in the amount of \$26,511.20 to Commercial Partners Title Company with funds from the Tax Levy Management Account. The motion was seconded by Scott Nelson. The Motion Passed. Motion 03292016-B.

PUBLIC HOUSING ADMISSIONS & OCCUPANCY POLICY: Director Thompson reviewed the proposed new Admission and Occupancy Policy for Public Housing. Thompson provided an overview of the 16 chapter 250 plus page document that was created with the use of the Nan McKay HUD approved Admission and Occupancy Template for Public Housing. Thompson explained to the board that the Nan McKay document does meet all HUD requirements for an Admissions policy and also is updated by Nan McKay if changes are made to HUD Policies. After review and explanation a motion was made by Bridget Huber to Approve the New Admissions and Occupancy Policy for Public Housing. The motion was seconded by Lyle TenHaken. The Motion Passed. Motion 03292016-C

NATIONAL NAHRO COMMITTEE REQUEST: Director Thompson informed the board that he had signed up for a National NAHRO committee not realizing that an expectation of serving on the committee was to attend two of the three NAHRO National conferences. These conferences include the legislative conference held in the spring each year in Washington DC and then also a summer and fall conference held at various locations throughout the United States annually. A discussion was held about Thompson taking on this commitment and the time and Travel costs to attend these annual NAHRO Conferences. After discussion it was decided that Thompson should wait for two years and look into a National Committee appointment at that time.

EXECUTIVE DIRECTORS UPDATES: Thompson informed the board that Northern Air Corporation is working on the contract for new boilers in the Atrium. Once the contract is completed and approved by the project engineer and MN Housing Finance the contract will be signed. Thompson informed the board that he has had conversations with both Representative Hamilton's office and Senator Weber's office in regards to the MN State Sales tax refund request. There is both a house and senate file and that attempts are being made to get a hearing in either the house or senate. Thompson informed the board that the new fire extinguishers have all been installed in each unit at Rising Sun Estates. There was a trash complaint from neighbors out at Rising Sun Estates. The complaint stated that trash from Rising Sun Estates had blown onto neighboring properties in all the windy weather. Maintenance staff from the HRA did go out and pick up the trash from neighboring properties in response to the complaint. Thompson informed the board that due to the high cost of internet and phone service from Frontier he was looking into having the phone and internet service changed over to either VAST or Media-Com for faster internet service at a less expensive monthly rate. Upon looking into the matter it was discovered that the HRA is in a contract with Frontier Communications until October of 2017. The current buyout of the contract is over \$7,000 for both phone and internet and over \$2,000 for internet buyout alone. Thompson informed the board that the Barracuda computer back up system has been installed as of March 28, 2016. The installation was completed by the Marco IT department. Thompson informed the board that tenant safety meetings for all residents in the Atrium will be conducted in April and May of 2016. These safety meetings inform tenants of proper procedure in emergency situations such as fire or tornado or severe weather.

FUTURE MEETING DATES: The April board meeting will be held April 20, 2016 at 5:15 p.m. The meeting will be held at the Atrium Community Room. Having No Further business to discuss Board Chairman Royce Boehrs declared the meeting adjourned at 6:55 p.m.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully Submitted by: Randy Thompson Signed: \_\_\_\_\_

## ADMINISTRATIVE SERVICES MEMO

**DATE:** MAY 9, 2016

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

### CONSENT AGENDA CASE ITEMS

**1. APPLICATION TO BLOCK STREET(S) - WORTHINGTON OKABENA WINDSURFERS**

The Worthington Okabena Windsurfers have submitted an application to block the following streets from 8:00 a.m. on Thursday, June 9, 2016 to 12:00 Noon on Monday, June 13, 2016 for their 2016 Windsurfing Event:

Lake Street - from 2<sup>nd</sup> Avenue to 6<sup>th</sup> Avenue  
3<sup>rd</sup> Avenue - from 8<sup>th</sup> Street to Lake Street  
4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Avenues to the Alley

A map of the street closure is included as ***Exhibit 1***. Ken Moser has been designated as the Safety Officer for the event. The required insurance certificate will be issued by BW Insurance once approval is obtained.

Council action is requested on the Application to Block Streets for the 2016 Windsurfing Regatta.

**2. APPLICATION TO BLOCK STREET(S) - SOLID ROCK ASSEMBLY**

Scott Peterson, Solid Rock Assembly, has submitted an application to block the following street on Sunday, June 5, 2016 from 11:45 a.m. to 12:45 p.m. for their 2016 Bike Blessing/Ride event:

South Shore Drive from Linda Lane to Veterans Memorial Park

A map of the street closure is included as ***Exhibit 2***. Chuck Berger has been designated as the Safety Officer for the event. The required insurance certificate will be issued by Philadelphia Insurance Company once approval is obtained.

Council action is requested on the Application to Block Street(s) for the Solid Rock Assembly Bike Blessing/Ride event.

3. **APPLICATION TO BLOCK STREET - WORTHINGTON INTERNATIONAL FESTIVAL**

Lakeyta Potter has submitted an application to block the following streets from 10:00 a.m. on Friday, July 8, 2016 to 9:00 p.m. on Saturday, July 9, 2016 for their 2016 International Festival:

3<sup>rd</sup> Avenue from 9<sup>th</sup> Street to 10<sup>th</sup> Street  
4<sup>th</sup> Avenue from 9<sup>th</sup> Street to 10<sup>th</sup> Street

A map of the street closure is included as ***Exhibit 3***. Lakeyta Potter has been designated as the Safety Officer for the event. The required insurance certificate will be issued by Philadelphia Insurance Company once approval of the street closure is obtained.

Council action is requested on the Application to Block Street(s) for the 2016 International Festival.

**CASE ITEMS**

1. **THIRD READING PROPOSED ORDINANCE VACATING A PLATTED STREET AND ALLEY IN THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - SANFORD HEALTH**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would vacate public right of way as follows:

Section I.

All that portion of Sixth Avenue lying between the northeasterly line of Tenth Street and the northeasterly line of the alley lying between Lots 8 and 9, Block 24, and between Lots 4 and 5, Block 27, Plat of Worthington, Nobles County, Minnesota is hereby vacated.

Section II.

The alley between Fifth and Sixth Avenue abutting Lots 4, 5, 8, and 9, Block 24, Plat of Worthington, Nobles County, Minnesota is hereby vacated.

Adoption of the ordinance will allow for vacation and conveyance of the right-of-way to Sanford Health to incorporate it into their hospital campus. A complete copy of the proposed ordinance was included with your April 11, 2016 agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance vacating public right of way (Sanford Health).

2. **THIRD READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-1" (ONE FAMILY DETACHED RESIDENTIAL) TO "R-5" (MULTI-FAMILY, MEDIUM AND HIGH DENSITY RESIDENTIAL) - HOUSING PARTNERSHIP**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would rezone certain property from "R-1" (One Family Detached Residential) to "R-5" (Multi-Family, Medium and High Density Residential) as follows:

The following legally described area, presently included in the "R-1" district, shall henceforth be included in the "R-5" district:

Lots 10, 11, 12 and 13, all in Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102N, Range 40W, City of Worthington, Nobles County, Minnesota,

EXCEPTING THEREFROM

That part of Lot 13 lying south of a line 200.00 feet north of and parallel with the south line of Lot 14, in Auditor's Plat of Part of the West Half of the Southwest Quarter of Section 13, Township 102N, Range 40W, City of Worthington, Nobles County, Minnesota.

A complete copy of the proposed ordinance was included with your April 11, 2016 agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance - change of zone (Housing Partnership).

3. **THIRD READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-1" (ONE FAMILY DETACHED RESIDENTIAL), "R-5" (MULTI-FAMILY, MEDIUM AND HIGH DENSITY RESIDENTIAL), "B-3" (GENERAL BUSINESS) AND "B-4" (SHOPPING CENTER) TO "B-3" (GENERAL BUSINESS) - YELLOW COMPANY**

Pursuant to published notice, this is the time and date set for the third reading of a proposed

ordinance that would rezone certain property from "R-1" (One Family Detached Residential), "R-5" (Multi-Family, Medium and High Density Residential), "B-3" (General Business) and "B-4" (Shopping Center) to "B-3" (General Business) as follows:

The following legally described area, presently included in the "R-1", "R-5", "B-3" and "B-4" districts, shall henceforth be included in the "R-5" district:

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota described as follows:

Commencing at the South Quarter Corner of said Section 13; thence North 00 degrees 01 minutes 10 seconds East, along the east line of the Southwest Quarter of said Section 13, a distance of 67.00 feet to the southeast corner of NORTHLAND MALL FIRST ADDITION according to the recorded plat thereof on file and of record in the Office of the Nobles County Recorder and the point of beginning; thence continuing North 00 degrees 01 minutes 10 seconds East a distance of 770.15 feet to the northeast corner of said NORTHLAND MALL FIRST ADDITION; thence North 89 degrees 03 minutes 04 seconds West, along the north line of said NORTHLAND MALL FIRST ADDITION, a distance of 420.21 feet to the southeast corner of Lot 5, FIRST RESURVEY AND RESUBDIVISION OF NORTHLAND MALL FIRST ADDITION according to the recorded plat thereof on file and of record in the Office of the Nobles County Recorder; thence North 00 degrees 04 minutes 26 seconds East, along the east line of said Lot 5, a distance of 160.00 feet; thence North 89 degrees 03 minutes 04 seconds West, along the north line of said Lot 5, a distance of 430.26 feet; thence South 00 degrees 01 minutes 34 seconds East, along the west line of said Lot 5, a distance of 160.00 feet to the north line of said NORTHLAND MALL FIRST ADDITION; thence North 89 degrees 03 minutes 04 seconds West, along said north line, a distance of 135.00 feet to the northwest corner of said NORTHLAND MALL FIRST ADDITION; thence South 00 degrees 00 minutes 20 seconds West, along the west line of said NORTHLAND MALL FIRST ADDITION, a distance of 102.96 feet; thence North 89 degrees 59 minutes 40 seconds West, a distance of 289.01 feet to a point on a line lying parallel with and 50.00 feet easterly of the west line of the Southeast Quarter of the Southwest Quarter of said Section 13; thence South 00 degrees 02 minutes 00 seconds West, along said line, a distance of 462.50 feet; thence South 89 degrees 09 minutes 21 seconds East a distance of 144.29 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 200.12 feet to the south line of said NORTHLAND MALL FIRST ADDITION; thence South 89 degrees 02 minutes 49 seconds East, along said south line, a distance of 1129.75 feet to the point of beginning.

A complete copy of the proposed ordinance was included with your April 11, 2016 agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance - change of zone -Yellow Company.

4. **SECOND READING PROPOSED ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WORTHINGTON TO INCLUDE 6.5 ACRES OF UNPLATTED LAND ABUTTING THE CITY OF WORTHINGTON AND OWNED BY ALLEN AND KIMBERLY DROST**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance extending the corporate city limits of the city of Worthington to include 6.5 acres of unplatted land abutting the city of Worthington and owned by Allen and Kimberly Drost, and legally described as follows:

That part of the Northeast Quarter of Section 34, Township 102 North, Range 40 West, lying Northwest of the right-of-way of the Chicago, St. Paul, Minneapolis and Omaha Railway Company, EXCEPT a tract beginning at the North Quarter Corner of said Section 34; thence Easterly along the North line of said Section 34, a distance of 115.00 feet; thence Southwesterly, a distance of 119.60 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 34 distant 33.00 feet South of the North Quarter corner of said Section 34, a distance of 33.00 feet to the point of beginning.

A complete copy of the proposed ordinance was included with your April 25, 2016 Council agenda.

Council action is requested to give a second reading to the proposed ordinance that would extend the corporate limits of the city of Worthington as described.

5. **ENGINEERING SERVICES - BUSS FIELD SOCCER PRELIMINARY PLAN AND PROJECT ESTIMATE**

SEH Engineering was retained by the City of Worthington in 2006 to prepare a preliminary plan and cost estimate for the construction of three collegiate competition sized soccer fields at the Buss Field complex. Work on this project never proceeded.

Staff recently contacted SEH and determined that all of the previous work they performed, including the electronic topographic survey data, was still available for re-use. We requested a proposal from them for engineering services to prepare an updated preliminary plan and cost estimate incorporating some plan revisions.

The revised plans will include:



- An option for three turf (grass) collegiate competition sized fields,
- An option for two turf fields and one artificial turf field, and
- An option for a paved parking area.

SEH's proposal for these services are not to exceed a fee of \$12,000.00, including expenses. This was not included in the 2016 budget. Funds would be transferred from General Fund undesignated reserves. Staff recommends approving SEH's engineering services proposal included as ***Exhibit 4***.

Council action is requested.

**6. APPLICATION TO BLOCK STREET(S) - YMCA COLOR DASH EVENT**

The YMCA has submitted an Application to Block Street(s) at the following times and locations for their 2016 Color Dash event on Friday, June 10, 2016:

7:00 p.m. to 10:30 p.m. - 2<sup>nd</sup> Avenue from 9<sup>th</sup> to 10<sup>th</sup> Streets

9:00 p.m. to 10:30 p.m. - 2<sup>nd</sup> Avenue from 9<sup>th</sup> to Lake Street

Lake Street/1st Avenue SW to Prairie Elementary and Back

Regarding the 1<sup>st</sup> Avenue SW closure, Council should note that a portion of that route may be established as a detour for the Knollwood Drive Sanitary Sewer Extension project. Due to the limited duration of the requested closure and the potential that sewer construction may not commence prior to June 10<sup>th</sup>, staff is not recommending changes in neither the construction project or the requested closure. If needed, a temporary work around will be implemented, however, some parties may be somewhat inconvenienced during the dual closure.

Andy Johnson has been designated as the Safety Officer for the event, and the required insurance certificate will be issued by West Bend Insurance once approval is obtained.

Council action is requested on the Application to Block Street(s) for the YMCA 2016 Color Dash event.

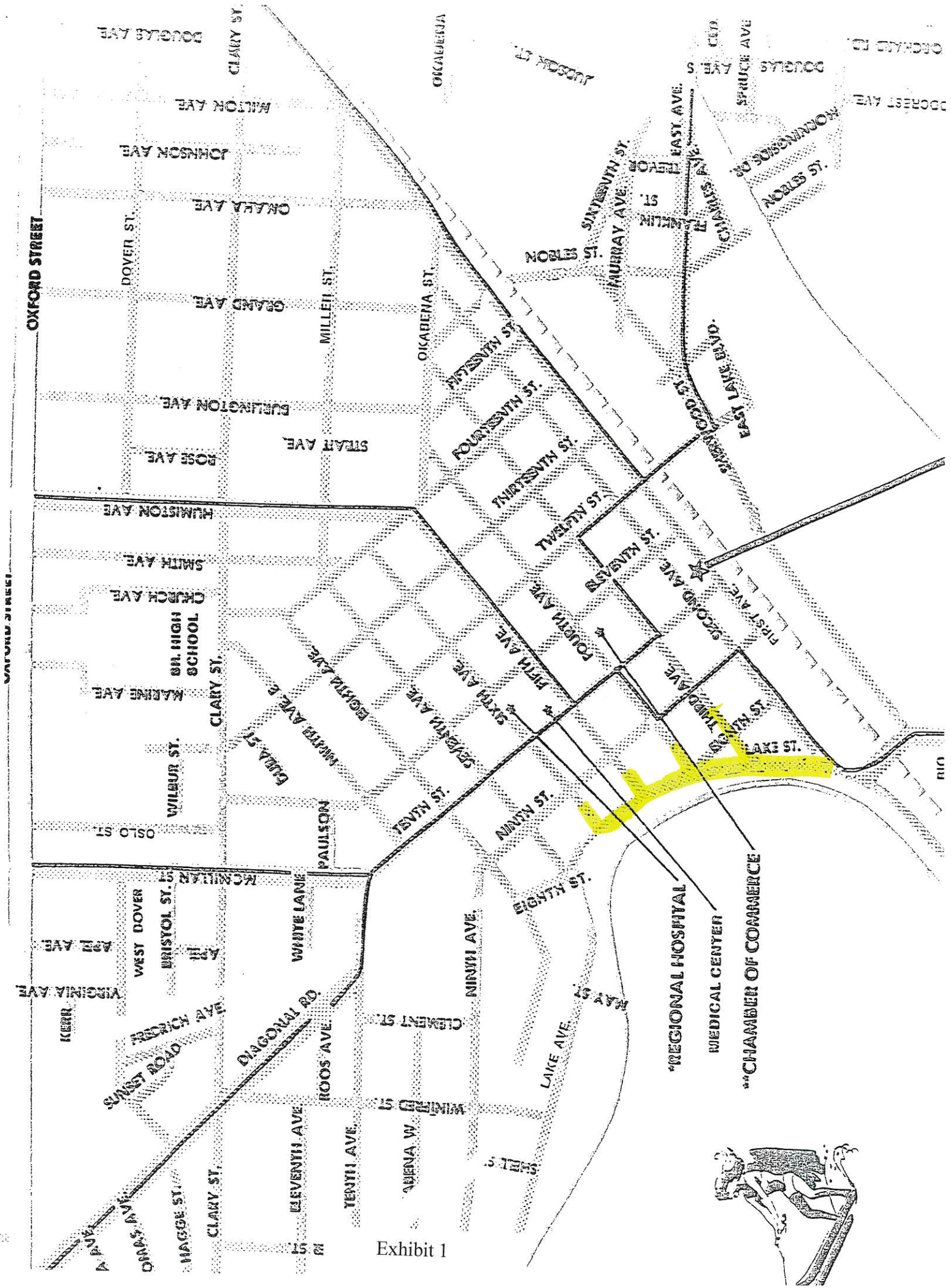
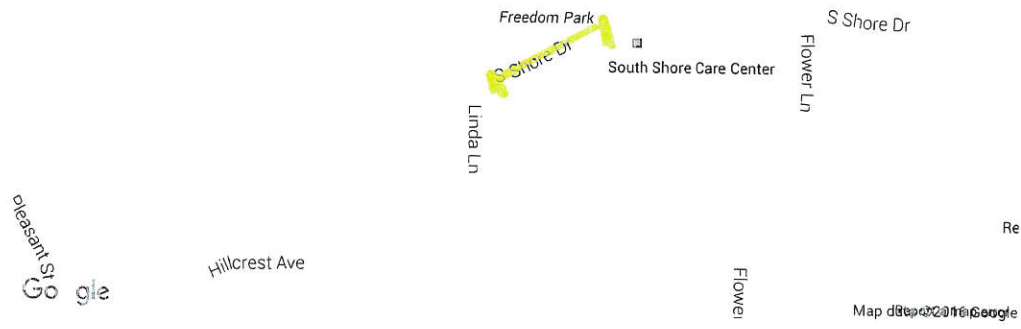


Exhibit 1





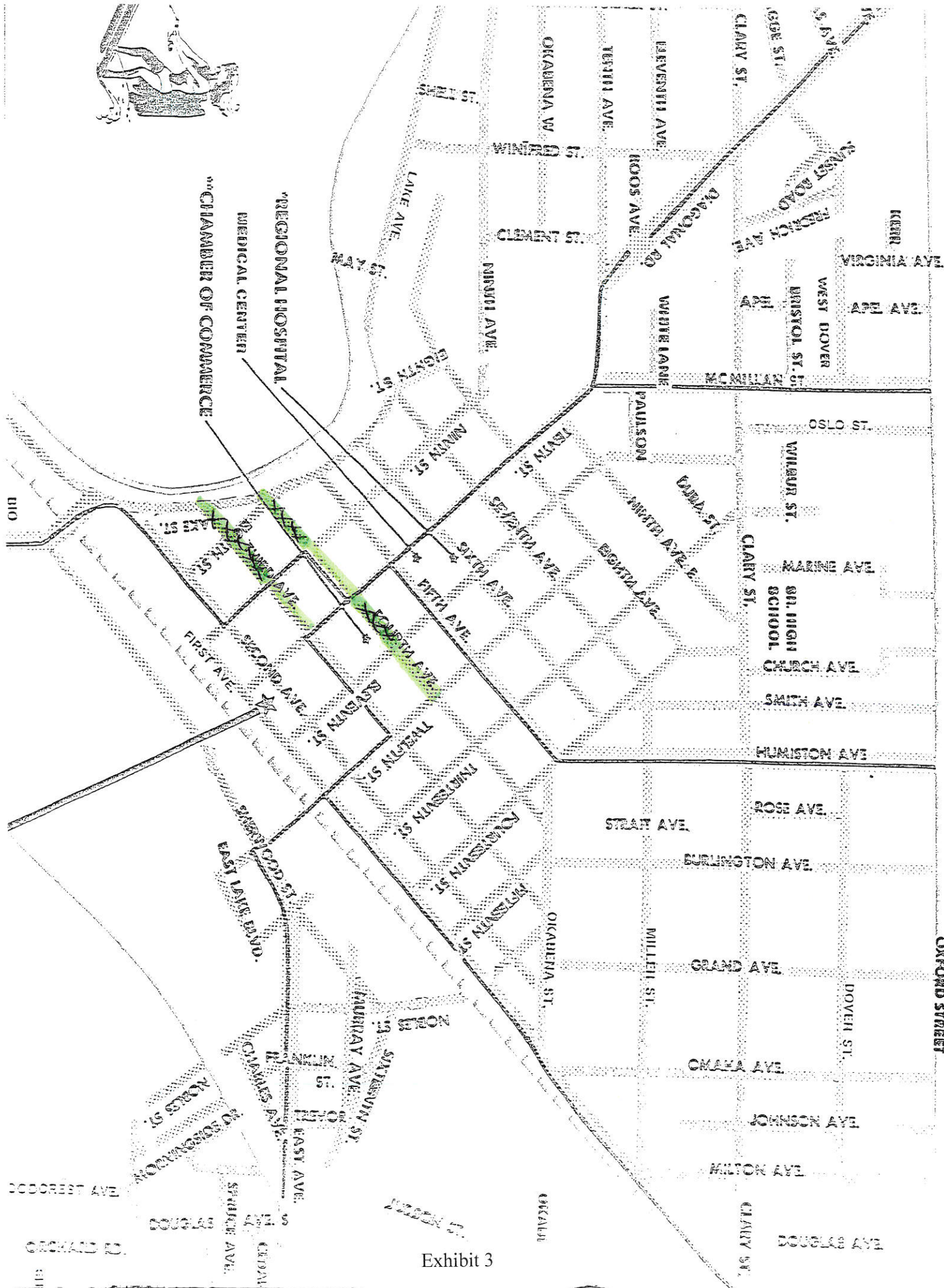


Exhibit 3

## Agreement for Professional Services

This Agreement is effective as of May 9, 2016, between City of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Soccer Fields Preliminary Design and Cost Estimating.

**Client's Authorized Representative:** Steve Robinson, P.E.  
**Address:** 303 9th Street  
Worthington, MN 56187  
**Telephone:** 507.372.8622 **email:** ser@ci.worthington.mn.us

**Project Manager:** Scott LaVoy, P.E.  
**Address:** 401 E. 8th Street, Suite 309  
Sioux Falls, SD 57103  
**Telephone:** 605.330.7018 **email:** slavoy@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The City of Worthington has expressed interest in constructing a three-field recreational soccer area on existing City property within Buss Field.

SEH was asked to develop a scope of services and associated costs for the preparation of a preliminary design and cost estimate for the new soccer improvements. The design and cost estimate will include a "base bid" scenario consisting of three natural turf grass fields and will also include an alternative scenario for one of the three fields to be constructed with a synthetic turf surface. Additionally, there will be a second alternate for the construction of a small, paved parking area to be constructed in place of the existing aggregate-surfaced parking area.

SEH will research several different manufacturers' artificial turf products that have been successfully utilized on projects in the area and utilize typical costs of these projects for estimating purposes. SEH will also use this research to make product recommendations for use on the City of Worthington's proposed project.

SEH's design will utilize existing topographic survey data that was collected by Midwest Engineering in 2006. The preliminary design will include grading and drainage design in AutoCAD Civil 3D for the horizontal and vertical layout of the proposed soccer fields to determine estimated quantities and costs for the improvements.

Due to a change in drainage characteristics from the construction of the new fields and an increase in the amount of impervious area created by the proposed parking area, the construction of a small stormwater detention area may be necessary to maintain existing predevelopment stormwater runoff rates. The new impervious area created is anticipated to be less than one acre, therefore water quality volume calculations and extensive stormwater modeling to meet the requirements of Minnesota's NPDES permit is not anticipated for this design.

We have included two on-site meetings in the proposal to gather pertinent information and to discuss the project with City staff. We will submit the design to City of Worthington staff at approximately 60% completion and 90% completion for review and commentary. We have included time in the proposal for incorporating one iteration of design changes after each of these review submittals.

The project deliverables will include an itemized cost estimate for each of the alternative scenarios and full-size exhibit drawing of the proposed project site with typical grading sections. Bidding documents is not included in the scope of this work.

**Schedule:** The following is an estimated schedule for the design and construction of this project:

- May 9, 2016 – Council approves project contract for Soccer Fields Preliminary Design and Cost Estimating, SEH receives notice to proceed on the day following council approval.
- End of May 2016 – SEH begins preliminary design
- Mid-June 2016 – SEH completes preliminary design and provides cost estimates to the City. SEH receives notice to proceed with final plans
- Early July 2016 – SEH completes final plans. Advertise for bids
- End of July 2016 – Open bids
- Mid-August 2016 – Begin construction
- Fall 2016 – Complete construction

**Payment:** A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The estimated fee is subject to a not-to-exceed amount of **\$12,000** including expenses and equipment.

Expenses and equipment estimated for this project include mileage and reproductions

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1

A detailed task breakdown for the work is attached.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

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Short Elliott Hendrickson Inc.

City of Worthington

By: \_\_\_\_\_  
Alec Boyce  
Title: Client Service Manager

By: \_\_\_\_\_  
Title: Mayor  
  
By: \_\_\_\_\_  
Title: City Clerk



# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Worthington (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 9, 2016**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

p:\uz\w\wortc\137042\1-gen\10-setup-cont\03-proposal\exhibit a1.docx

**Soccer Fields Preliminary Design and Cost Estimating - City of Worthington**

**Deliverables:**

**11x17 Exhibit Drawing and Budgetary Cost Estimate with Alternates for Artificial Turf and Paved Parking Lot.**

Task	Senior Professional Engineer	Project Manager / Project Engineer	Civil Technician	Senior Water Resources Engineer	Admin. Assist.
<b>A. Project Initiation</b>					
CAD/Project Setup			2.5		2
Kickoff meeting with internal staff	0.5	0.5	1		
<b>B. Preliminary Design</b>					
Review/Edit Linework For 3 natural turfgrass soccer fields w/existing gravel parking area			2		
Linework for parking lot alternate			2		
Linework for synthetic field turf alternate			2		
Review Existing Soil Conditions		0.5			
Linework/hatching/BMP placement for turf restoration			2		
<b>C. Utilities and Grading</b>					
Grading / Contours - Base Bid			8		
Grading / Contours for parking lot			8		
Grading / Contours for synthetic turf field			8		
Earthwork Computations			2		
Review/Edit Pond / BMP Layout		1	2	1	
Storm Sewer Layout		0.5	4	1	
Pond/BMP Inlet/Outlet Structure Design		0.5	1		
Storm Water Modeling					
Complete MIDS Calculations					
<b>D. Parking Lot Design</b>					
Determine Typical Section		0.5			
Determine Parking Configuration		0.5	2		
Determine ADA/Accessibility Marking and Signage Requirements			1		
<b>E. Synthetic Field Turf Design</b>					
Turf Design Research		10			
Grading Design		0.5	4		
Drainage System Design		0.5	4		
Turf Design			4		
<b>F. Engineer's Estimate / Quantity Takeoff</b>					
Set up Spreadsheet			1		
Determine Quantities - Base Bid			1		
Determine Quantities - Alternate 1			2		
Determine Quantities - Alternate 2			2		
Research Unit Prices			0.5		

<b>G. Quality Control/Review</b>						
Design Review		2	1			
<b>H. Meetings</b>						
Client Meetings (two on-site meetings)			8			
<b>I. Revisions</b>			1	12		
Total hours		109.5	2.5	25	78	2
<b>Project labor cost this phase</b>		<b>\$11,570.00</b>				
<b>Survey Subcontractor</b>						
Preliminary Survey		-				
<b>Geotechnical Subcontractor</b>						
Soil Borings/Report		-				
<b>Equipment charges</b>						
Mileage		\$140.00				
Reproduction		\$40.00				
Miscellaneous		\$250.00				
<b><u>Total project cost this task</u></b>		<b><u>\$12,000.00</u></b>				

**PUBLIC WORKS MEMO**

**DATE: MAY 5, 2016**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**CASE ITEMS****1. 2016 PRIVATE DOCKS APPLICATION APPROVAL**

Public Works Staff has received two Private Dock on Public Property permit applications. Both applicants (Listed Below) own houses across the street from the proposed dock locations.

Scott Kraft	512 Lake Street
Cecilia Burchill	516 Lake Street

Council action is requested to approve the applications and authorize City Staff to issue the permits.

**2. CONSIDER A MOSQUITO CONTROL PROGRAM**

With the recent health concerns regarding mosquito transmitted diseases, city staff has been investigating a mosquito control program. After discussions with numerous Minnesota cities and mosquito control experts, it was determined by staff, that a ground spray system would be the best option for the City of Worthington. At this time staff is soliciting quotes from a number of different mosquito control companies.

Programs typically consist of ten applications, starting approximately Memorial Day and lasting through Labor Day. Applications may occur every two weeks. More frequent applications may occur around the Fourth of July holiday. Applications would start around dusk (approximately 9pm) and be completed in approximately 3 hours. All the streets in the city limits (Approximately 90 miles) would be treated on each application. This program is only for fogging the adult mosquitos. At this time the lowest proposed amount for mosquito control is \$27,500.00

No funds were allocated for mosquito spraying program in the 2016 budget. If approved by Council, a budget amendment will be required transferring funds from the Reserve/Undesignated account.

Rob Olson with Clarke Mosquito Control Services will give a presentation and answer any questions regarding the implementation of a mosquito control program.

Council action is requested to consider a mosquito control program and if implemented to do a budget amendment to fund the program.

## ENGINEERING MEMO

**DATE:** MAY 5, 2016  
**TO:** HONORABLE MAYOR AND COUNCIL  
**SUBJECT:** ITEMS REQUIRING COUNCIL ACTION OR REVIEW

### CASE ITEMS

#### 1. HEARING FOR IMPROVEMENT OF BIOSCIENCE DRIVE WEST OF COUNTY DITCH 12

Due to a potential termination of the Memorandum of Understanding (MOU) approved by Council at its January 25, 2016 meeting regarding development along the south side of a Bioscience Drive extension staff recommends that Council adjourn the improvement hearing until 7:00 p.m. on May 23, 2016. It is planned that at that time staff will provide a recommendation as to how Council may proceed with a portion of the improvements for which the hearing has been called. It will be requested that Council consider pursuing infrastructure improvements consistent with the layout originally adopted by Council prior to approving the MOU. In that regard, information as to whether the assessment proceedings completed to date will allow for improvements to be ordered that are consistent with the original layout approved by Council or if the proceedings will need to be reinitiated.

*Relevant provisions of state statutes include:*

*“The (improvement) hearing may be adjourned from time to time, and a resolution ordering the improvement may be adopted at any time within six months after the date of the hearing.....”*

*“The resolution ordering the improvement may reduce, but not increase, the extent of the improvement as stated in the notice of hearing.”*

Appropriate resolutions are included in Exhibit 1 should Council wish to order the improvements as outlined in the feasibility report provided to Council at its April 25, 2016 meeting. Adaption of the resolutions is, however, not recommended.

#### 2. APPROVE PLANS AND AUTHORIZE ADVERTISEMENT FOR BIDS FOR 2016 TAXIWAY C CRACK REPAIR AND SEAL COAT PROJECT

At its March 14, 2016 meeting, Council authorized the consulting firm of Bolton and Menk to prepare plans and specifications for the 2016 Taxiway C Crack Repair and Seal Coat Project. Bolton and Menk have completed the plans for the project at the City's airport. The pavement preservation project includes repair of existing joints and cracks and seal coating that portion of Taxiway C south of the current taxiway extension project.

The total estimated project cost, including engineering but excluding a contingency, is \$150,760. At this time funding is planned to be from a 90% Federal Aviation Administration (FAA) grant (\$135,684), a 5% Minnesota Department of Transportation (MnDOT) grant (\$7,538) and use of airport reserves for capital improvements for the remaining 5%. Receipt of the MnDOT grant is not certain. Should the MnDOT grant not be received the local share will increase to 10% or an estimated \$15,076. The 2016 airport budget includes the project at \$188,521 with use of \$18,852 (10%) in reserves for the local share with no state funding.

Staff recommends that Council approve the plans and authorize an advertisement for bids to be received on June 8, 2016 and considered by Council at its June 13th meeting. Any award of the contract at that time would be subject to receipt of an FAA grant. Acceptance of a grant would be formally approved at a later date.

### **3. AMENDMENT TO LICENSE AGREEMENT WITH ALLTEL COMMUNICATIONS**

On January 11, 2016 Council approved two license agreements with Alltel Communications (Verizon) for installation of small cell site equipment on City owned street lights. At that time the two locations were represented by site plans including adequate information to identify unique locations. The first of the agreements, pertaining to the street light on Ray Drive near North Humiston Avenue, was executed by Verizon. The actual location exhibit used in the document executed by Verizon was an enlargement of the site map presented to Council, however, the enlargement was such that it cut off adequate information (street names) to identify a unique location. In order to formally provide for replacement of the exhibit in the executed document Verizon has proposed the amendment to the license agreement included as Exhibit 2. The proposed amendment has been reviewed by the City Attorney. Staff recommends that Council authorize the Mayor and Clerk to execute the amendment in Exhibit 2.

*Additional Information. The second agreement has not yet been executed. Verizon has not obtained approval from the Minnesota Department of Transportation (MnDOT) and is continuing to pursue the installation on the street light in MnDOT right-of-way. It has been verified that the specific exhibit to be used in that agreement contains adequate information to identify a unique location.*

### **4. FIRST READING OF AN ORDINANCE TO VACATE PORTION OF PLATTED UTILITY EASEMENT**

The owner of the property at 1721 Rust Road has applied for vacation of a portion of the 16 foot wide platted utility easement along the west (rear) line of that property. Release

of a portion of the easement will allow the owner to place an accessory structure closer to the rear line. Based on the results of a utility locate staff has determined that less than 8 feet of the 16 foot easement is required to cover the existing utilities, however, an 8 foot easement in this location is recommended to allow for future uses.

Whereas the easement is dedicated in a plat, an ordinance is required to amend the plat so as to vacate, or remove, the easement area as requested.

Staff recommends that Council give first reading of the ordinance in Exhibit 3 vacating the east 8 feet of the easement as requested and shown on the map also included in Exhibit 3. The Water and Light Commission has not yet reviewed the proposed vacation. Third reading of the ordinance should not be given prior to the Commission's consideration of the vacation.

## **5. FUNDING AGREEMENT WITH NOBLES COUNTY**

At its April 25, 2016 meeting, Council authorized execution of an agreement between the Minnesota Department of Transportation, SRF Consulting Group and the City for development of a layout for the future reconstruction of Oxford Street from McMillan Street to TH 60. Execution of the agreement obligated the City for payment of up to \$38,750.02 for its share of the services to be provided by SRF Consulting Group. At the time of Council's approval, it was presented that the County Engineer was proposing to recommend that the County enter into an agreement with the City to provide funding for 50% of the cost attributable to the McMillan Street to Humiston Avenue segment. The cost attributable to that segment exclude the local cost for intersection evaluations and is equal to \$31,004.24.

The Nobles County Board did approve the agreement in Exhibit 4 providing for payment of \$15,502.12 toward the costs of the layout development. Staff recommends that Council authorize the Mayor and Clerk to execute the agreement in Exhibit 4.



**RESOLUTION NO.****ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS**

**WHEREAS**, Resolution No. 3662 of the City Council of the City of Worthington, adopted the 25th day of April 2016, fixed a date for a council hearing on the proposed improvement of the following described street by necessary grading, base construction, curb and gutter construction, and surfacing:

*Bioscience Drive in the Northeast Quarter of Section 14, T102N, R40W  
from approximately 855 feet west of the west right-of-way of TH 59 to a  
point approximately 1,170 feet west and 340 feet south.*

and

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing thereon was held on May 9, 2016, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

- 1.** Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report received on April 25, 2016.
- 2.** Such proposed improvement is hereby ordered as proposed in the council resolution adopted on April 25, 2016.
- 3.** The City Council shall let the contract for all or part of such improvement no later than June 1, 2018.
- 4.** Bolton & Menk, Inc., is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement.
- 5.** The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of a tax exempt bond.

Adopted by the city council of the City of Worthington, Minnesota, this the 9th day of May 2016.

(SEAL)

---

Mike Kuhle, Mayor

Attest

---

Janice A. Oberloh, City Clerk

**RESOLUTION NO.****ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS**

**WHEREAS**, Resolution No. 3663 of the City Council of the City of Worthington, adopted the 25th day of April 2016, fixed a date for a council hearing on the proposed improvement of following described street by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system:

*Bioscience Drive in the Northeast Quarter of Section 14, T102N, R40W  
from approximately 855 feet west of the west right-of-way of TH 59 to a  
point approximately 1,170 feet west and 340 feet south.*

and

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing thereon was held on May 9, 2016, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

- 1.** Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report received on April 25, 2016.
- 2.** Such proposed improvement is hereby ordered as proposed in the council resolution adopted on April 25, 2016.
- 3.** Bolton & Menk, Inc., is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement.
- 4.** The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of a tax exempt bond.

Adopted by the city council of the City of Worthington, Minnesota, this the 9th day of May 2016.

(SEAL)

---

Mike Kuhle, Mayor

Attest

---

Janice A. Oberloh, City Clerk

LICENSEE SITE NAME: MN09 Sisseton SC1 / 288502

### FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("**Amendment**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **City of Worthington** ("**Licensor**") and **Alltel Communications, LLC d/b/a Verizon Wireless** ("**Licensee**"). Licensor and Licensee are at times collectively referred to in this Amendment as the "**Parties**" or individually as the "**Party**".

#### **RECITALS:**

**WHEREAS**, Licensor and Licensee entered into the License Agreement dated March 28, 2016 (the "**License**") pursuant to which Licensor granted Licensee space on a replacement light pole to be located in the public right of way located near 1320 Ray Drive, Worthington, Nobles County, Minnesota; and

**WHEREAS**, the Parties desire to amend the License to revise the exhibit.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Any capitalized term used in this Amendment that is not defined herein has the meaning given that term in the License.

2. Exhibit A attached to the License is hereby deleted in its entirety and replaced with **Exhibit A-1**, attached hereto and incorporated herein by reference. All references to Exhibit A in the License are hereafter references to Exhibit A-1.

4. Licensor and Licensee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment 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 Amendment.

6. Except as specifically provided in this Amendment, the License shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Licensor and Licensee in accordance with its terms. All covenants, terms and obligations of the License not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the License and this Amendment.

**IN WITNESS WHEREOF**, Licenser and Licensee have executed this Amendment effective as of the day and year first above written.

**LICENSOR:**

**CITY OF WORTHINGTON**

ATTEST:

By: \_\_\_\_\_  
Janice Oberloh, Clerk

By: \_\_\_\_\_  
Mike Kuhle, Mayor

[SEAL]

**LICENSEE:**

**ALLTEL COMMUNICATIONS, LLC d/b/a Verizon Wireless**

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

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

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

**EXHIBIT A-1**

(Description or Depiction of Poles  
and Licensee's Equipment)

See Attached

Licensor is referred to as "Lessor" and  
Licensee is referred to as "Lessee" on the attached drawing

© 1997 CONSULTING ENGINEERS, INC.





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO VACATE A PORTION OF THE PLATTED PUBLIC UTILITY  
EASEMENT IN LOT 5, BLOCK 2, HOMEWOOD HILLS THIRD ADDITION**

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

Section I.

An ordinance vacating that portion of the platted public utility easement in Lot 5, Block 2, Homewood Hills Third Addition, City of Worthington, Nobles County, Minnesota described as follows:

The east 8.00 feet of the west 16.00 feet of Lot 5, Block 2, Homewood Hills Third Addition, City of Worthington, Nobles County, Minnesota.

Section II.

That the City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota.

Section III.

The ordinance shall be in full force and effect from and after its passage and publication and the filing of the certified copy thereof with the Recorder in and for the said County of Nobles, State of Minnesota.

Passed and adopted by the City Council of the City of Worthington, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

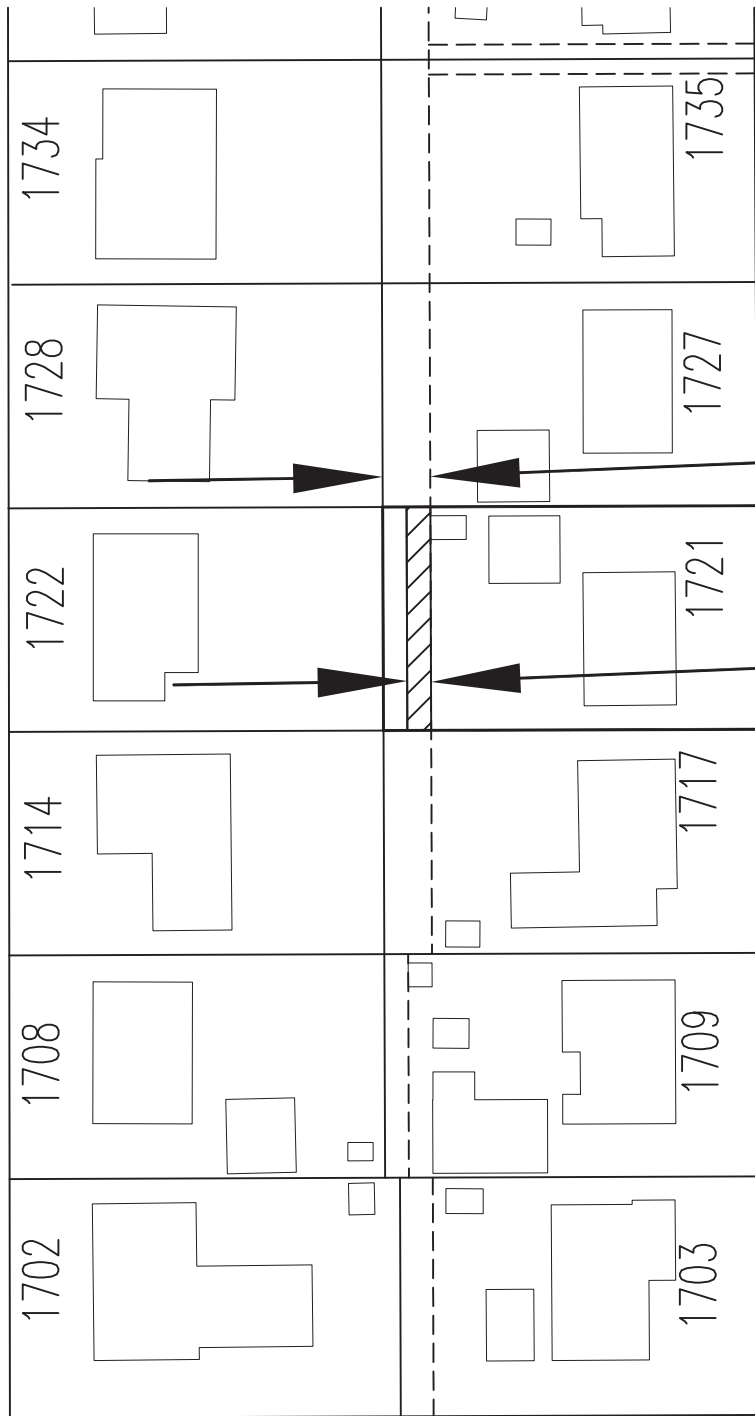
(SEAL)

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk



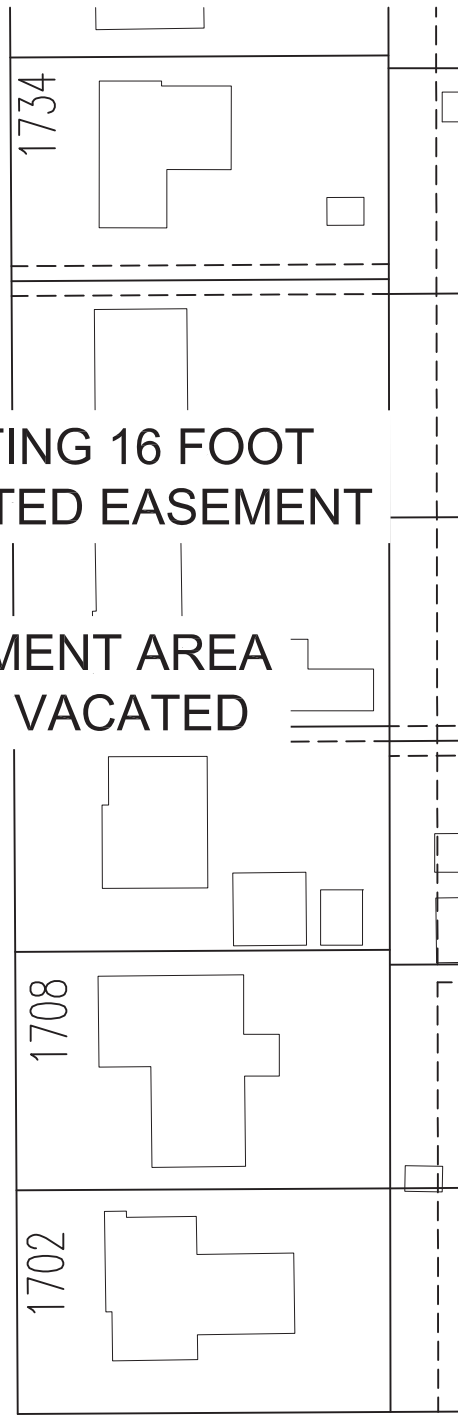
GREEN VIEW ROAD



EXISTING 16 FOOT  
PLATTED EASEMENT

EASEMENT AREA  
TO BE VACATED

RUST ROAD



MILES DRIVE

BLUE

**AGREEMENT**  
**for**  
**Funding CSAH 35 Layout Development in City of Worthington**

WHEREAS, the City of Worthington has agreed to enter into MnDOT Agreement No. 1002164 between the State of Minnesota, Department of Transportation, SRF Consulting Group, Inc. and the City of Worthington for the following purposes:

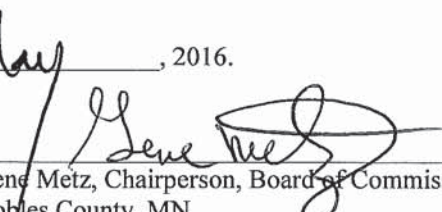
To provide payment for a planning corridor study along TH59, within the City of Worthington. This study is to provide an opportunity to help develop a vision for the corridor (pedestrian accommodations, utility needs, aesthetic improvements, etc.) and will result in level 1 layout in preparation for the reconstruction of TH59.,

WHEREAS, such planning corridor study includes C.S.A.H 35 (Oxford Street) from Humiston Avenue to McMillan Street,

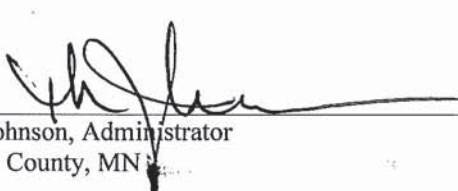
NOW, THEREFORE, BE IT AGREED, By and between Nobles County and the City of Worthington:

1. City of Worthington will make all payments to SRF Consulting Group, Inc. for the costs associated with the inclusion of CSAH 35 from Humiston Avenue to McMillan Street in the planning corridor study (\$31,004.24);
2. Nobles County shall reimburse the City of Worthington, within 30 days of receipt of a copy of the last payment to SRF Consulting Group, Inc., for one half of the costs associated with the inclusion of CSAH 35 in the planning corridor study (\$15,502.12);

Dated this 03 day of May, 2016.

  
 Gene Metz, Chairperson, Board of Commissioners  
 Nobles County, MN

Attest:

  
 Tom Johnson, Administrator  
 Nobles County, MN

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Mike Kuhle, Mayor, City of Worthington

Attest:

\_\_\_\_\_  
 Janice Oberloh, Clerk, City of Worthington

SEAL

**COMMUNITY/ECONOMIC DEVELOPMENT MEMO**

**DATE: MAY 5, 2016**  
**TO: HONORABLE MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

**CASE ITEMS**

**1. PUBLIC HEARING - APPROVAL OF THE TAX INCREMENT FINANCING AND MODIFIED REDEVELOPMENT PLANS FOR GRAND TERRACE TAX INCREMENT FINANCING DISTRICT (TIF DISTRICT #17)**

Southwest Minnesota Housing Partnership of Slayton, Minnesota, is requesting tax increment financing (TIF) assistance to subsidize the cost of constructing a 48-unit tax credit rental multi-family development to be located on approximately 5.11 acres of land located on Grand Avenue approximately 800+/- feet north of Oxford Street.

The proposed development qualifies for tax increment assistance through the establishment of a Housing TIF District as per Minnesota Statute. Permitted to exist for a maximum of 26 years from collection of the first increment, a Housing TIF district permits a city to finance TIF-eligible costs associated with a qualified housing project. These costs may be financed through a pay-as-you-go note, an internal loan, or general obligation/revenue debt. To qualify for TIF assistance, a multifamily rental development must have a minimum number of its units occupied by residents with incomes at or below certain percentages of the area median income. In this particular project, the applicant has agreed to have 40% of the project's units occupied by persons/families with incomes no greater than 60% of the median area income through the duration of the TIF district.

The applicant is requesting to proceed with the creation of a pay-as-you-go Housing TIF District. If approved as presented, the tax increment collected (less administrative deductions/retainage) will be distributed to the applicant as reimbursement for the TIF eligible expenditures. Reimbursement would occur for 26 years or full reimbursement of the TIF eligible expenditures (\$436,250), whichever occurs first. Exhibit 1A is a memo from the City's financial advisor, Rebecca Kurtz of Ehlers & Associates, providing summary of their financial analysis of the requested TIF assistance. Mrs. Kurtz will be in attendance to answer any questions.

Should Council wish to financially participate in the project through tax increment financing it must do the following:

1. Hold Public Hearing
2. Pass the resolution approving the tax increment financing plan and the modified redevelopment plan for the subject development (Exhibit 1B).

A copy of the TIF plan and modified redevelopment plan for the proposed development are separately enclosed with the Council packet. Staff continues to work on the completion of a Development Agreement, which will be presented to the EDA at a future date.

## 2. FIRST READING - CHANGE OF ZONE (TOM HINKS)

Tom Hinks has submitted an application to rezone 6.3 acres that is owned by Kelly Properties of Worthington, LLC. The subject property is located directly east of the intersection of Darling Drive and Grand Avenue (Exhibit 2A). The applicant is requesting to rezone the property from its current "R-2" - One Family, Low Density Residential designation to "R-4" - Medium Density Residential. The legal description of the subject property is as follows:

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

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

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

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

the point of beginning, containing 5.12 acres, subject to easements now of record in said county and state.

The Planning Commission considered the application at its May 3, 2016 meeting. After holding a public hearing, the Commission voted unanimously to recommend City Council approve the proposed change of zone. The Commission's recommendation was based on the following considerations:

1. Currently zoned "R-2" - One Family, Low Density Residential, the applicants are looking to rezone the subject property to "R-4" - Medium Density Residential. Approval would allow the applicant to construct a multi-family residential development.

Exhibit 2B is a copy of a map illustrating the current zoning for the subject area. As can be seen, there are four different zoning classifications that encompass the subject area. The areas developed or within planned developed areas (Cecilee Street) are either zoned "R-2", "R-4" or "R-5". The "R-4" area encompasses all of the existing multi-family properties serving as a buffer between Interstate 90 and the established residential neighborhood. The proposed change of zone would extend that buffer an additional xx feet east and would complete the buffer from Humiston Avenue to the east end of the Worthington Christian School.

2. The Comprehensive Plan is a tool that is used to guide the growth, redevelopment and improvements in Worthington. Included in the Plan is a Land Use Map. This map describes the use of property and enforces land use patterns, identifies places where change is needed and sets the form and location for future growth. A copy of the current Land Use Map is provided in Exhibit 2C.

The current Land Use Map designates the subject area for medium density residential development. Medium density residential includes attached housing (townhomes) and apartments with a density range up to 12 units per acre. Medium density residential areas are commonly located adjacent to or near higher intensity industrial/commercial land uses and highway corridors. Staff is of the opinion that the proposed zoning classification for the subject property conforms with the definition and intent of medium density residential as outlined in the City's Comprehensive Plan.

3. The subject property is surrounded by an array of land uses ranging from single family residential to multi-family residential to commercial. Below is a summary of the surrounding land uses.

<b>North -</b>	Interstate highway and industrial
<b>South -</b>	Agriculture, multi-family and single family residential
<b>East -</b>	School and single family residential
<b>West -</b>	Multi-family residential, religious institution, commercial

Should Council concur with the Commission's recommendation, it may do so by approving the first reading of the Ordinance shown in Exhibit 2D.



### 3. **PRELIMINARY PLAT - WORTHINGTON COMMUNITY ADDITION**

Yellow Company, LLC has submitted an application for preliminary plat approval of a subdivision to be known as Worthington Community Addition, on approximately 35 acres of land it owns on Grand Avenue and Oxford Street formerly known as Northland Mall (Exhibit 3A). A reduced scale of the preliminary plat is included in Exhibit 3B.

The Planning Commission considered the preliminary plat at its April 5<sup>th</sup> and May 3<sup>rd</sup>, 2016 meetings. After holding a public hearing and reviewing MnDOT's comments, the Commission voted unanimously to recommend City Council approve the preliminary plat of Worthington Community Addition as presented. The Commission's recommendation was based on the following considerations:

1. The applicant is in the process of planning the redevelopment of the subject property. There are components of the plan that are ready to immediately proceed while others are still being defined. To allow the immediate development plans to proceed, the applicant is looking to establish 1 lot and 5 outlots with the proposed subdivision.

Outlots are defined as lots depicted on a subdivision plat for which no development is intended and no building permit to be issued until the outlot is platted or master plan is approved by the local unit of government. The proposed plat provides the applicant the most flexibility to finalize a plan for the redevelopment of the remainder of the property.

After reviewing the proposed preliminary plat, staff has determined that the said plat would comply with the regulations set forth in the Subdivision Ordinance and the "R-5" zoning district, which is the zoning classification currently under consideration (See Administrative Item #3).

2. According to the City's Subdivision Ordinance, a subdivision shall not be approved unless each newly created lot and outlot abuts a public street as well as city water mains and sanitary sewer mains. The proposed subdivision abuts the above mentioned infrastructure along Grand Avenue and Oxford Street. It should be noted that Grand Avenue is currently unimproved but is scheduled to be constructed this summer as an assessable project. City Council awarded the project earlier this year.

It should be noted that the portion of the plat identified as a lot is currently developed and near 100% covered with impervious surfaces. Within this lot it is not possible to create an additional 1 acre of impervious surface and therefore development on this lot will not result in the need to provide permanent storm water treatment. Development of permanent storm water treatment system(s) will be required at the time the outlots are platted or otherwise developed.

3. Minnesota Statute 505.03 requires all subdivision plats abutting an existing or established trunk highway to be reviewed by the Minnesota Department of

Transportation (MnDOT). MnDOT must be given 30 days to complete its review and provide the City written comments, including recommendations. Exhibit 3C is a copy of MnDOT's comments and recommendations, which has been shared with the applicant. Based on the comments received, the applicant has revised the plat to reflect the right-of-way lines correctly. MnDOT comments on access management should be noted. MnDOT will apply their access management policy as it deems necessary and appropriate.

#### **4. FINAL PLAT - WORTHINGTON COMMUNITY ADDITION**

Yellow Company, LLC, is seeking final plat approval of a subdivision to be known as Worthington Community Addition, on approximately 35 acres of land it owns on Grand Avenue and Oxford Street formerly known as Northland Mall (Exhibit 3A). A reduced scale of the preliminary plat is included in Exhibit 4A.

Before a final plat can be approved and recorded, the subdivider is required to install all applicable public infrastructure improvements. In lieu of completion of the public improvements prior to final plat approval, the subdivider may submit a financial guarantee (i.e., cash deposit, certified check, irrevocable letter of credit) to the City to assure that the improvements will be installed within one year. After reviewing the plat, it has been determined that no financial surety is needed as the public improvements necessary are already abutting the subject property.

Council is requested to approve the final plat of Worthington Community Addition as presented.

Council should note that Planning Commission consideration is not necessary as the final plat is in substantial conformance with the approved preliminary plat (Section 154.13, Title XV of the City Code).

#### **5. SCDP LOAN AND ADMINISTRATIVE SERVICES CONTRACT - GRAND TERRACE APARTMENTS**

Exhibit 5A are copies of the documents related to a \$300,000 Small Cities (SCDP) loan that the Southwest Minnesota Housing Partnership (developer) is seeking from the City of Worthington for its Grand Terrace Apartment project. In May 2015, Council considered and approved a resolution of support for the Grand Terrace Apartments. The resolution included a preliminary commitment of financial support towards the project through pledges of Tax Increment Financing (TIF) and a \$300,000 deferred loan. Exhibit 5B is a copy of the said resolution. While the City/EDA and the developer are taking steps towards the establishment of a TIF district (See Case Item #1), the City Council took steps earlier this year by transferring \$300,000 of City held federally funded MIF funds to its Small Cities account with the intentions that such funds would be lent to the developer for the project (Exhibit 5C).

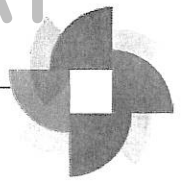
The loan, as proposed, will have the same terms as previously awarded SCDP new construction

loans, which is a 0% deferred loan that is co-terminus with the principal loan (30 years in this particular case). In acceptance of the loan, the developer is also agreeing to provide the City with the necessary administrative services to assure the loan and project are done so in compliance with the State's SCDP regulations and policies at no cost to the City of the project.

Council is requested to approve the SCDP Loan and Administrative Services Contract shown in Exhibit 5A and authorize the Mayor to execute them.

Council action is requested.





# Memo

**To:** Brad Chapulis, City of Worthington  
Council members, City of Worthington

**From:** Rebecca Kurtz, Ehlers

**Date:** May 2, 2016

**Subject:** Financial and "But For" Analysis for Grand Terrace Apartments

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The City received a request for tax increment assistance for the Grand Terrace Apartments project, a proposed 48 unit rental housing development located at Grand Avenue in the City. The project will be developed by the Southwest Minnesota Housing Partnership, and construction is anticipated to begin this spring.

This memo is intended to discuss the following:

- Amount of TIF available
- Review of the underlying economics of the development and its "need" for assistance

## Developer Request

The City assistance for this development is directed solely to the gap caused by the development of housing with rent levels affordable to those at less than 60% of median income. In the development, all but one of the units will be income restricted. The developer indicates that the lower rents causes a gap of \$436,250 and is requesting 26 years of tax increment financing (TIF) assistance. The request is for pay-as-you-go assistance, so the developer is responsible for paying all of the costs up-front. No City general obligation bonds or direct loans would be involved in the transaction. The developer will finance the costs and receive a semi-annual payment from the TIF received by the City. If the TIF decreases, the developer takes the loss. If the TIF increases, the City is not obligated to pay more than the original amount approved. The TIF district is proposed to be a housing district, which qualifies solely on the basis of the affordability. The City plans to hold a public hearing and consider the establishment of the TIF District for the project on May 9, 2016.

## TIF Available to Fund Developer Request

The development is expected to generate approximately \$38,360 per year in tax increment ("TIF"), as shown in the chart below.

<b>WHAT IS EXCLUDED FROM TIF?</b>	
<b>Total Property Taxes</b>	<b>49,195</b>
<b>less State-wide Taxes</b>	<b>0</b>
<b>less Fiscal Disp. Adj.</b>	<b>0</b>
<b>less Market Value Taxes</b>	<b>(10,631)</b>
<b>less Base Value Taxes</b>	<b>(204)</b>
<b>Annual Gross TIF</b>	<b>38,360</b>

The City is expected to retain 10% of the annual TIF for administrative costs which leaves an annual payment to the developer of \$34,400. Under current estimates, the principal payments over 26 years are expected to be \$464,761 plus an additional \$429,621 of interest payments at a 4.75% rate, per the developer's application to MHFA. The developer has indicated that they anticipate applying for the "4d" classification for the rent restricted units. The TIF projections have factored in the benefit of the project's taxes being approximately \$25,709 less per year due to the "4d" lower class rate.

Because the proposed multi-family project is in a housing district, the TIF must be used to benefit persons with low to moderate incomes.

### **Economics of the Request**

The developer has indicated that it plans to construct a 48-unit building using approximately the sources listed below.

<b>Source</b>	<b>Amount</b>	<b>Per Unit</b>
MN Housing First Mortgage	813,000	16,938
General Partner Cash		0
Syndication Proceeds	3,560,561	74,178
FFCC Deferred Loan	510,000	10,625
EDHC Workforce MF	500,000	10,417
EDHC MF	4,243,544	88,407
City of Worthington	300,000	6,250
SWMHP/NWA Grant	89,539	1,865
JBS	25,000	521
Energy Rebates	28,770	599
Sales Tax Rebate	151,108	3,148
Deferred Developer Fee	117,320	2,444
<b>Total Permanent Financing</b>	<b>10,338,842</b>	<b>215,393</b>

The developer has indicated that the project will only be financially viable, and they will only proceed, if the City provides tax increment assistance to the project. Below are estimates of the uses of funds.

Description	Amount	Per Unit	% of Total
Acquisition or Refinance	398,269	8,297	4%
New Construction	6,464,768	134,683	63%
Rehabilitation			
Contractor Fees	690,192	14,379	7%
Contingency	360,000	7,500	3%
Environmental Abatement			
Professional Fees	431,767	8,995	4%
Developer Fees	1,320,000	27,500	13%
Syndicator Fees	4,000	83	0%
Financing Costs	461,846	9,622	4%
<b>Total Mortgageable</b>	<b>10,130,842</b>	<b>211,059</b>	<b>98%</b>
Reserves and Non-Mortgageable	208,000	4,333	2%
<b>Total Development Cost</b>	<b>10,338,842</b>	<b>215,393</b>	<b>100%</b>

### Analysis of Economics

The first step in this type of analysis is to determine if the following are within industry standards:

1. Land price
2. Lease/rental rates
3. Construction costs
4. Developer fee
5. Return on equity/cost

The land price is reasonable at \$8,297 per unit.

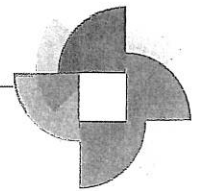
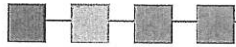
The rents per unit are within the MHFA requirements at approximately \$1,737 per month, and all but one unit is available to persons meeting the income requirements set forth by MHFA and the TIF Law. The inflation factor for income is 2.0% and within industry standards. Vacancy assumptions are slightly aggressive with only a 5% vacancy projected.

The hard construction costs of \$134,683 per unit for the building are within industry standards.

The developer has included a deferred development fee totaling \$1,320,000 or 13% of the total costs. This fee includes the construction management fee. This fee is within industry standards and the guidelines set forth by MHFA for tax credit projects.

None of the factors above are conservative and do not artificially increase the need for TIF assistance. The returns and debt coverage projected without TIF assistance are not high enough to attract equity investors to the project. The developer's request for \$436,250 over 26 years with an interest rate of 4.75% is justified.

I will be at the public hearing on May 9 to address any questions, or I can be contacted at 651-697-8516.



## Tax Increment Financing District Overview

### City of Worthington

### Tax Increment Financing District No. 17

The following summary contains an overview of the basic elements of the Tax Increment Financing Plan for Tax Increment Financing District No. 17. More detailed information on each of these topics can be found in the complete Tax Increment Financing Plan.

Proposed action:	<ul style="list-style-type: none"> <li>➤ Establishment of Tax Increment Financing District No. 17 (District) and the adoption of a Tax Increment Financing Plan (TIF Plan).</li> <li>➤ Modification to the Redevelopment Plan for Redevelopment Project No. 5 includes the establishment of Tax Increment Financing District No. 17, which represents a continuation of the goals and objectives set forth in the Redevelopment Plan for Redevelopment Project No. 5.</li> </ul>	
Type of TIF District:	A housing district	
Parcel Numbers:	31-0616-000*	31-0617-000*
	31-0618-000*	31-0619-000*
	*Property is in the process of being replatted.	
Proposed Development:	The District is being created to facilitate the construction of approximately 48 units of rental housing in the City. Please see Appendix A of the TIF Plan for a more detailed project description.	
Maximum duration:	The duration of the District will be 25 years from the date of receipt of the first increment (26 years of increment). The City elects to receive the first tax increment in 2019. It is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after December 31, 2044, or when the TIF Plan is satisfied.	
Estimated annual tax increment:	Up to \$80,374	



**EHLERS**  
LEADERS IN PUBLIC FINANCE

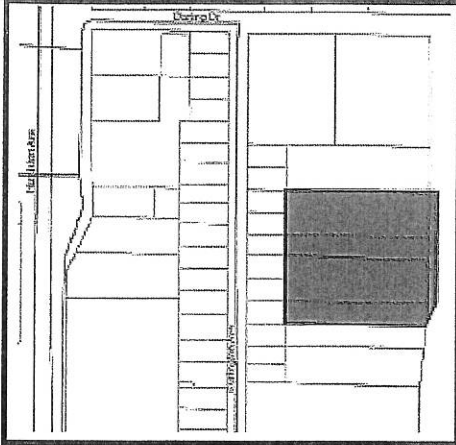
Authorized uses:	<p>The TIF Plan contains a budget that authorizes the maximum amount that may be expended:</p> <table> <tr> <td>Land/Building Acquisition.....</td><td>\$215,000</td></tr> <tr> <td>Other Qualifying Improvements .....</td><td>\$1,156,774</td></tr> <tr> <td>Administrative Costs (up to 10%).....</td><td>\$147,306</td></tr> <tr> <td>PROJECT COSTS TOTAL .....</td><td>\$1,519,080</td></tr> <tr> <td>Interest.....</td><td>\$101,285</td></tr> <tr> <td><b>PROJECT COSTS TOTAL .....</b></td><td><b><u>\$1,620,365</u></b></td></tr> </table> <p>See Subsection 2-10, on page 2-5 of the TIF Plan for the full budget authorization.</p>	Land/Building Acquisition.....	\$215,000	Other Qualifying Improvements .....	\$1,156,774	Administrative Costs (up to 10%).....	\$147,306	PROJECT COSTS TOTAL .....	\$1,519,080	Interest.....	\$101,285	<b>PROJECT COSTS TOTAL .....</b>	<b><u>\$1,620,365</u></b>
Land/Building Acquisition.....	\$215,000												
Other Qualifying Improvements .....	\$1,156,774												
Administrative Costs (up to 10%).....	\$147,306												
PROJECT COSTS TOTAL .....	\$1,519,080												
Interest.....	\$101,285												
<b>PROJECT COSTS TOTAL .....</b>	<b><u>\$1,620,365</u></b>												
Form of financing:	The project is proposed to be financed by a pay-as-you-go note and interfund loan.												
Administrative fee:	Up to 10% of annual increment, if costs are justified.												
Interfund Loan Requirement:	If the City wants to pay for administrative expenditures from a tax increment fund, it is recommended that a resolution authorizing a loan from another fund be passed <i>PRIOR</i> to the issuance of the check.												
4 Year Activity Rule (§ 469.176 Subd. 6)	<p>After four years from the date of certification of the District one of the following activities must have been commenced on each parcel in the District:</p> <ul style="list-style-type: none"> <li>• Demolition</li> <li>• Rehabilitation</li> <li>• Renovation</li> <li>• Other site preparation (not including utility services such as sewer and water)</li> </ul> <p>If the activity has not been started by approximately May 2020, no additional tax increment may be taken from that parcel until the commencement of a qualifying activity.</p>												

The reasons and facts supporting the findings for the adoption of the TIF Plan for the District, as required pursuant to *M.S., Section 469.175, Subd. 3*, are included in Exhibit A of the City resolution.

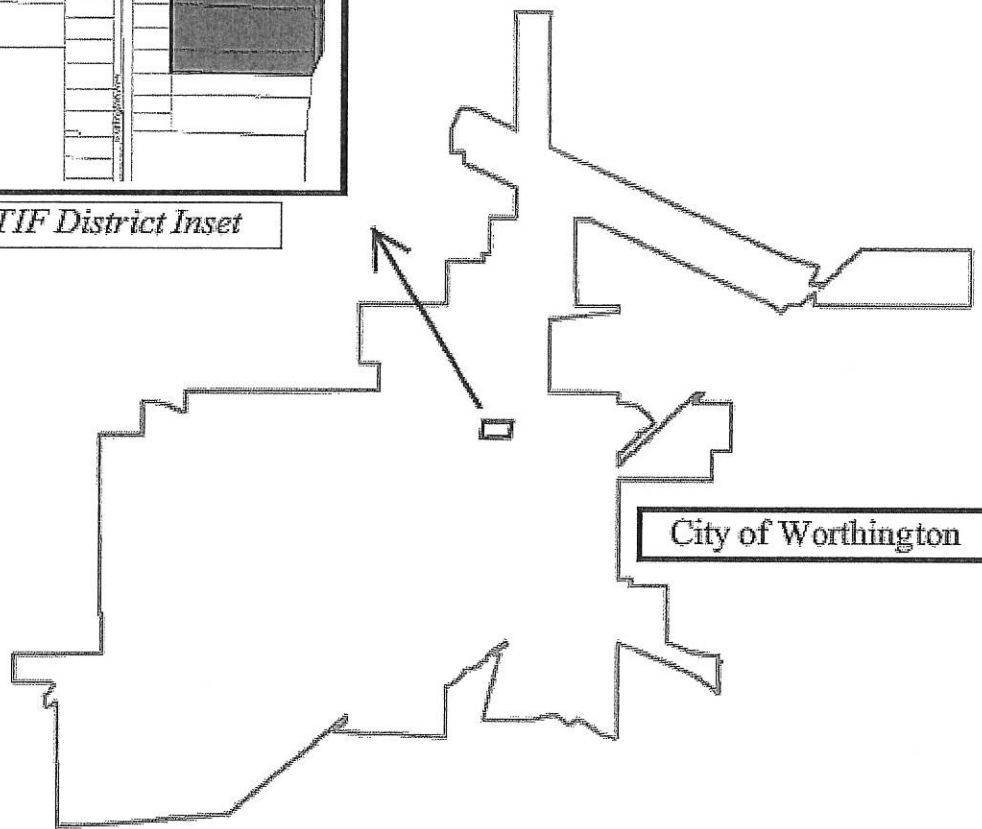


**Tax Increment Financing District No. 17****Redevelopment Project No. 5**

City of Worthington  
Nobles County, MN



*TIF District Inset*



*The boundaries of Redevelopment Project No. 5 are coterminous with the corporate boundaries of the City of Worthington.*



**CITY OF WORTHINGTON  
NOBLES COUNTY  
STATE OF MINNESOTA**

Council member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT  
PLAN FOR REDEVELOPMENT PROJECT NO. 5 AND ESTABLISHING TAX  
INCREMENT FINANCING DISTRICT NO. 17 THEREIN AND ADOPTING A  
TAX INCREMENT FINANCING PLAN THEREFOR.**

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

Section 1.      Recitals.

1.01.    The Board of Commissioners of the Worthington Economic Development Authority (the "EDA") has heretofore established Redevelopment Project No. 5 and adopted a Redevelopment Plan therefor. It has been proposed by the EDA and the City that the City adopt a Modification to the Redevelopment Plan for Redevelopment Project No. 5 (the "Redevelopment Plan Modification") and establish Tax Increment Financing District No. 17 (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Redevelopment Plan Modification and the TIF Plan are referred to collectively herein as the "Plans"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.090 to 469.1082 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Plans, and presented for the Council's consideration.

1.02.    The EDA and City have investigated the facts relating to the Plans and have caused the Plans to be prepared.

1.03.    The EDA and City have performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Plans, including, but not limited to, notification of Nobles County and Independent School District No. 518 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Plans by the City Planning Commission, approval of the Plans by the EDA on May 9, 2016, and the holding of a public hearing upon published notice as required by law.

1.04.    Certain written reports (the "Reports") relating to the Plans and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Plans. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05.    The City is not modifying the boundaries of Redevelopment Project No. 5, but is however, modifying the Redevelopment Plan therefor.



Section 2.     Findings for the Adoption and Approval of the Redevelopment Plan Modification.

2.01.     The Council approves the Redevelopment Plan Modification, and specifically finds that: (a) the land within the Project area would not be available for redevelopment without the financial aid to be sought under this Redevelopment Plan; (b) the Redevelopment Plan, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Redevelopment Plan, as modified, conforms to the general plan for the development of the City as a whole.

Section 3.     Findings for the Establishment of Tax Increment Financing District No. 17.

3.01.     The Council hereby finds that Tax Increment Financing District No. 17 is in the public interest and is a "housing district" under Minnesota Statutes, Section 469.174, Subd. 11 of the Act.

3.02.     The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future, that the Plans conform to the general plan for the development or redevelopment of the City as a whole, and that the Plans will afford maximum opportunity consistent with the sound needs of the City as a whole, for the development or redevelopment of the District by private enterprise.

3.03.     The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4.     Public Purpose.

4.01.     The adoption of the Plans conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up, to provide housing opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5.     Approval and Adoption of the Plans.

5.01.     The Plans, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Administrator.

5.02.     The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Plans and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03     The Auditor of Nobles County is requested to certify the original net tax capacity of the District, as described in the Plans, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the Worthington Economic Development Authority is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.



5.04. The City Administrator is further authorized and directed to file a copy of the Plans with the Commissioner of the Minnesota Department of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was duly seconded by Council member \_\_\_\_\_, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: May 9, 2016

ATTEST:

\_\_\_\_\_  
Mike Kuhle, Mayor

\_\_\_\_\_  
Steve Robinson, City Administrator

(Seal)

EXHIBIT A  
RESOLUTION NO. \_\_\_\_\_

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 17 (District), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that Tax Increment Financing District No. 17 is a housing district as defined in M.S., Section 469.174, Subd. 11.*

The District currently consists of four parcels that are in the process of being replatted. The development will consist of approximately 48 units of rental housing in the City. All or a portion of which will receive tax increment assistance and will meet income restrictions described in M.S. 469.1761. At least 40 percent of the units receiving assistance will have incomes at or below 60 percent of statewide median income. Appendix E of the TIF Plan contains background for the above finding.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

*The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future:* This finding is supported by the fact that the development proposed in this plan is a housing district that meets the City's objectives for development and redevelopment. The cost of land acquisition, site and public improvements and utilities makes this housing development infeasible without City assistance. Due to the high cost of building new affordable housing in the City and the cost of financing the proposed public improvements, this project is feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance (see attachment in Appendix F of the TIF Plan).

3. *Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

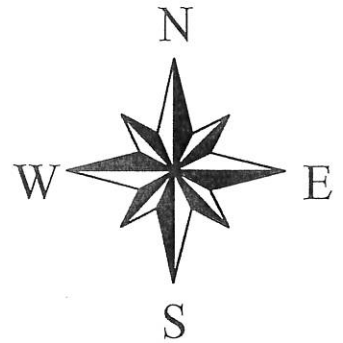
The Planning Commission reviewed the TIF Plan on May 3, 2016, and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for the District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Redevelopment Project No. 5 by private enterprise.*

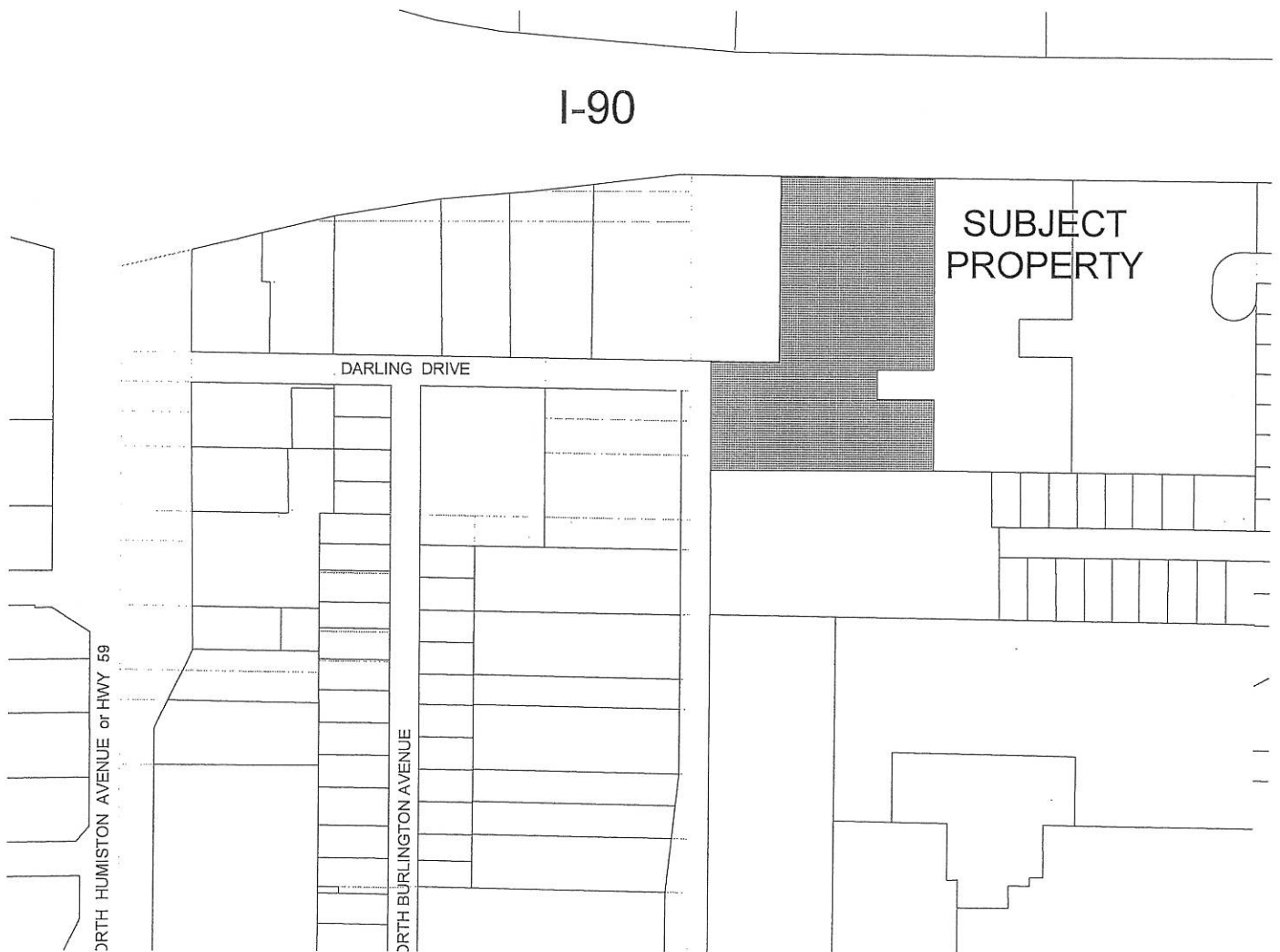
Through the implementation of the TIF Plan, the EDA or City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.

But-For Analysis	
Current Market Value	24,170
New Market Value - Estimate	4,560,000
Difference	4,535,830
Present Value of Tax Increment	988,171
Difference	3,547,659
<b>Value Likely to Occur Without TIF is Less Than:</b>	<b>3,547,659</b>

# KELLY PROPERTIES CHANGE OF ZONE



I-90



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.



# GRAY

1-90

R-4

R-1

R-2

R-4

Exhibit 2B



# Land Use Plan

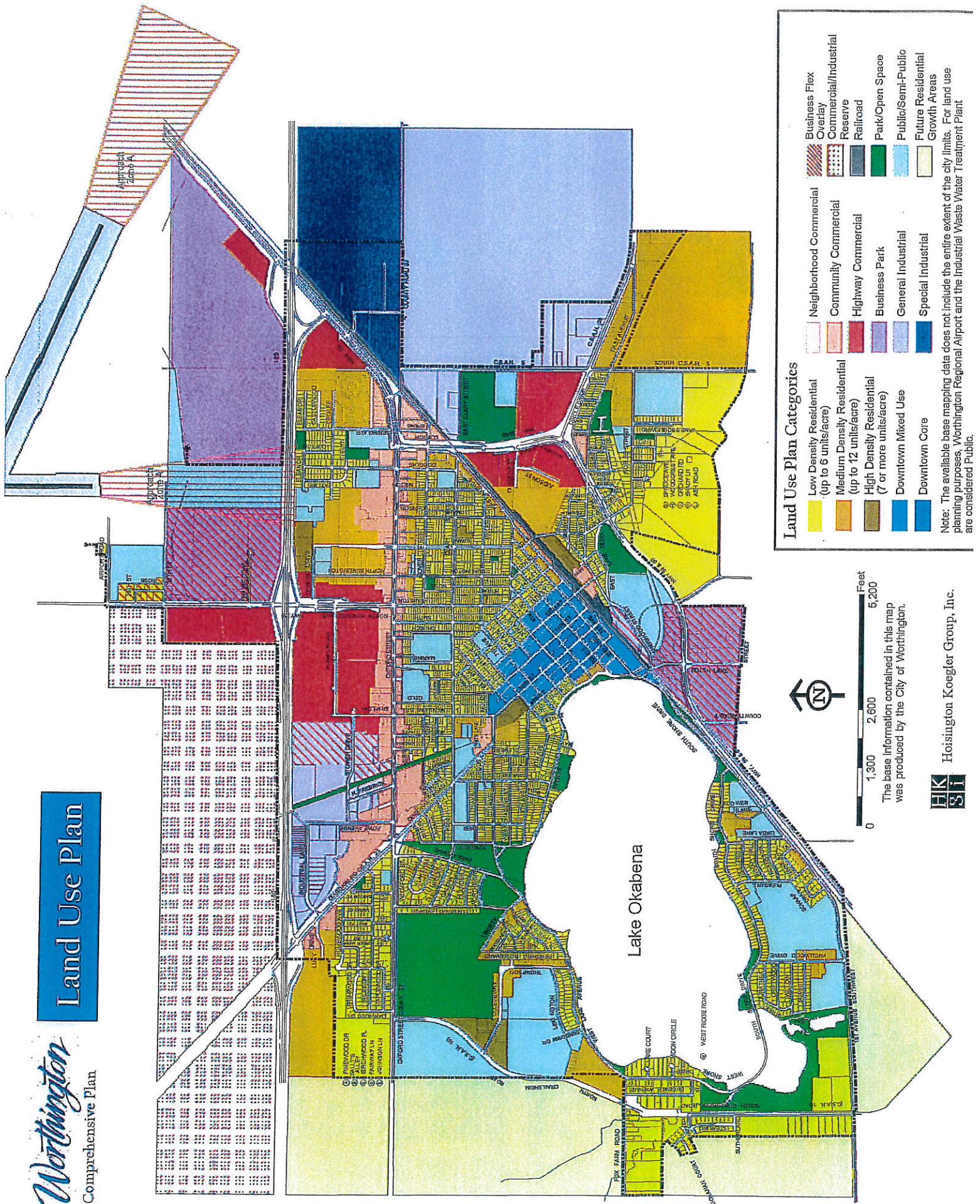


Exhibit 2C



## ORDINANCE NO. \_\_\_\_

**AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON,  
NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "R-2" (ONE FAMILY,  
LOW DENSITY RESIDENTIAL) TO "R-4" (MEDIUM DENSITY RESIDENTIAL)**

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

**Section I.**

In order to better protect and enhance public health, safety and general welfare, the Worthington City Council hereby finds that it is necessary to modify the zoning district designation of certain areas of the City of Worthington from "R-2" - One Family, Low Density Residential to "R-4" - Medium Density Residential.

**Section II.**

The following legally described area, presently included in the "R-2" district, shall henceforth be included in the "R-4" district:

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

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

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

Commencing at the center of said Section 13; thence on an assumed bearing of South 0 degrees 00 minutes 00 seconds West, along the north-south quarter line of said Section, a distance of 282.95 feet to the southerly right-of-way line of Interstate Highway No. 90; thence North 89 degrees 11 minutes 29 seconds West, along said southerly right-of-way line, a distance of 445.00 feet to the intersection with the westerly line of the Worthington Christian School Tract as recorded in Document No. 212660, said intersection being the point of beginning of the tract to be described; thence North 89 degrees 12 minutes 06 seconds West, along said southerly right-of-way line, a distance of 330.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 438.36 feet; thence North 89

degrees 04 minutes 09 seconds West a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 70.01 feet; thence South 89 degrees 04 minutes 09 seconds East a distance of 135.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 172.64 feet; thence South 89 degrees 12 minutes 06 seconds East a distance of 330.00 feet to the westerly line of said Worthington Christian School Tract as recorded in Document No. 212660; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 269.00 feet; thence North 89 degrees 12 minutes 06 seconds West, along said westerly line a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 88.00 feet; thence South 89 degrees 12 minutes 06 seconds East, along said westerly line, a distance of 125.00 feet; thence North 0 degrees 00 minutes 00 seconds East, along said westerly line, a distance of 324.00 feet to the point of beginning, containing 5.12 acres, subject to easements now of record in said county and state.

### **Section III.**

The Official Zoning Map of the City of Worthington shall be amended to reflect the changes ordained in Section II of this Ordinance.

### **Section IV.**

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota.

### **Section V.**

Passed and adopted by the City Council of the City of Worthington, Minnesota, this \_\_\_\_\_ day of June, 2016.

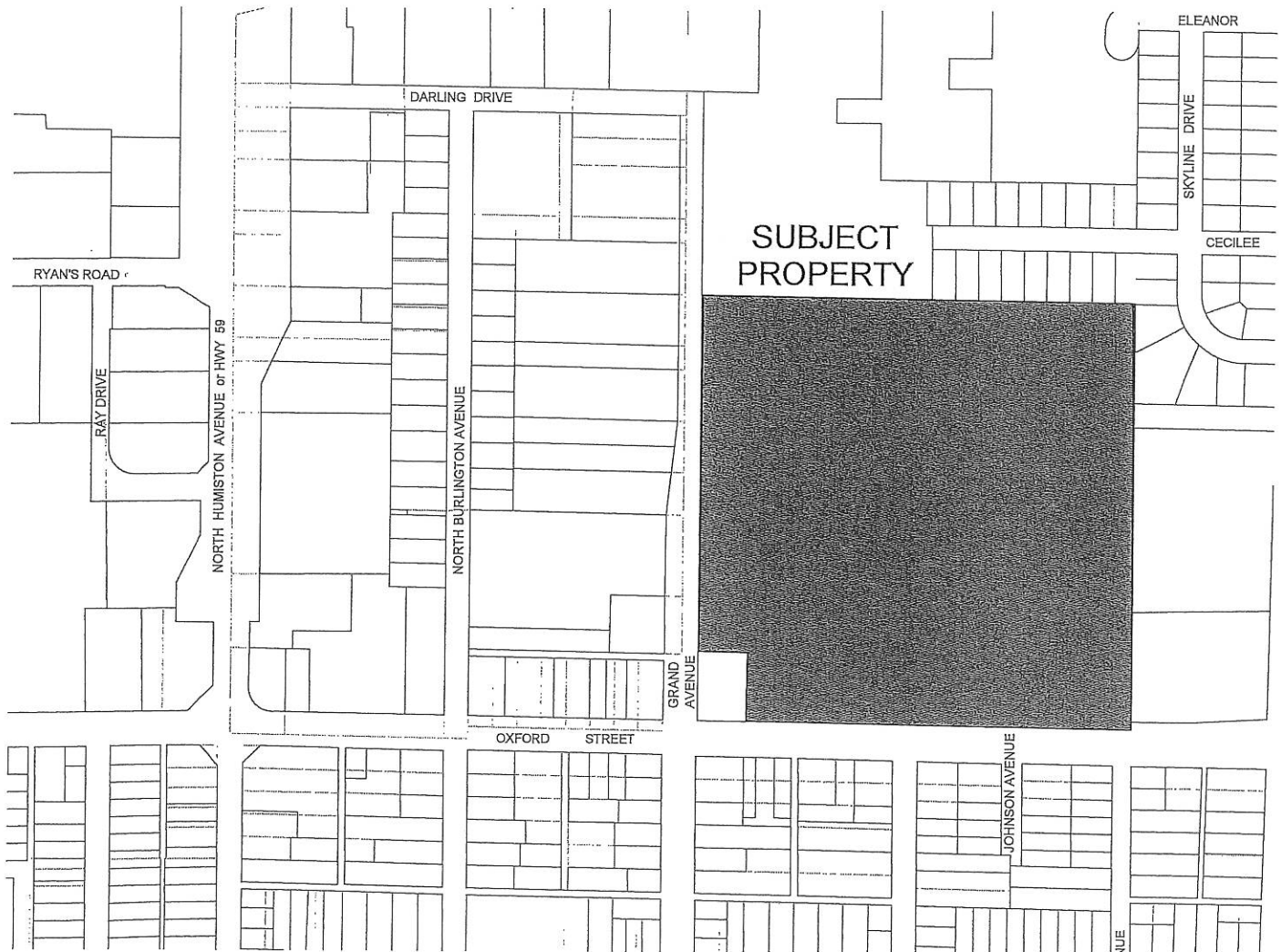
(SEAL)

\_\_\_\_\_  
Mike Kuhle, Mayor

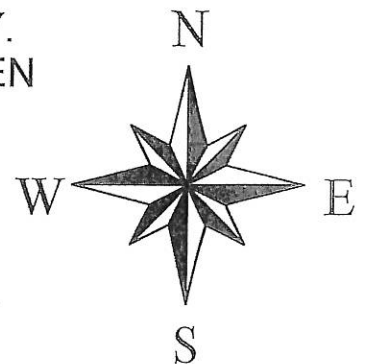
Attest: \_\_\_\_\_  
Janice Oberloh, City Clerk



# WORTHINGTON COMMUNITY ADDITION



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.



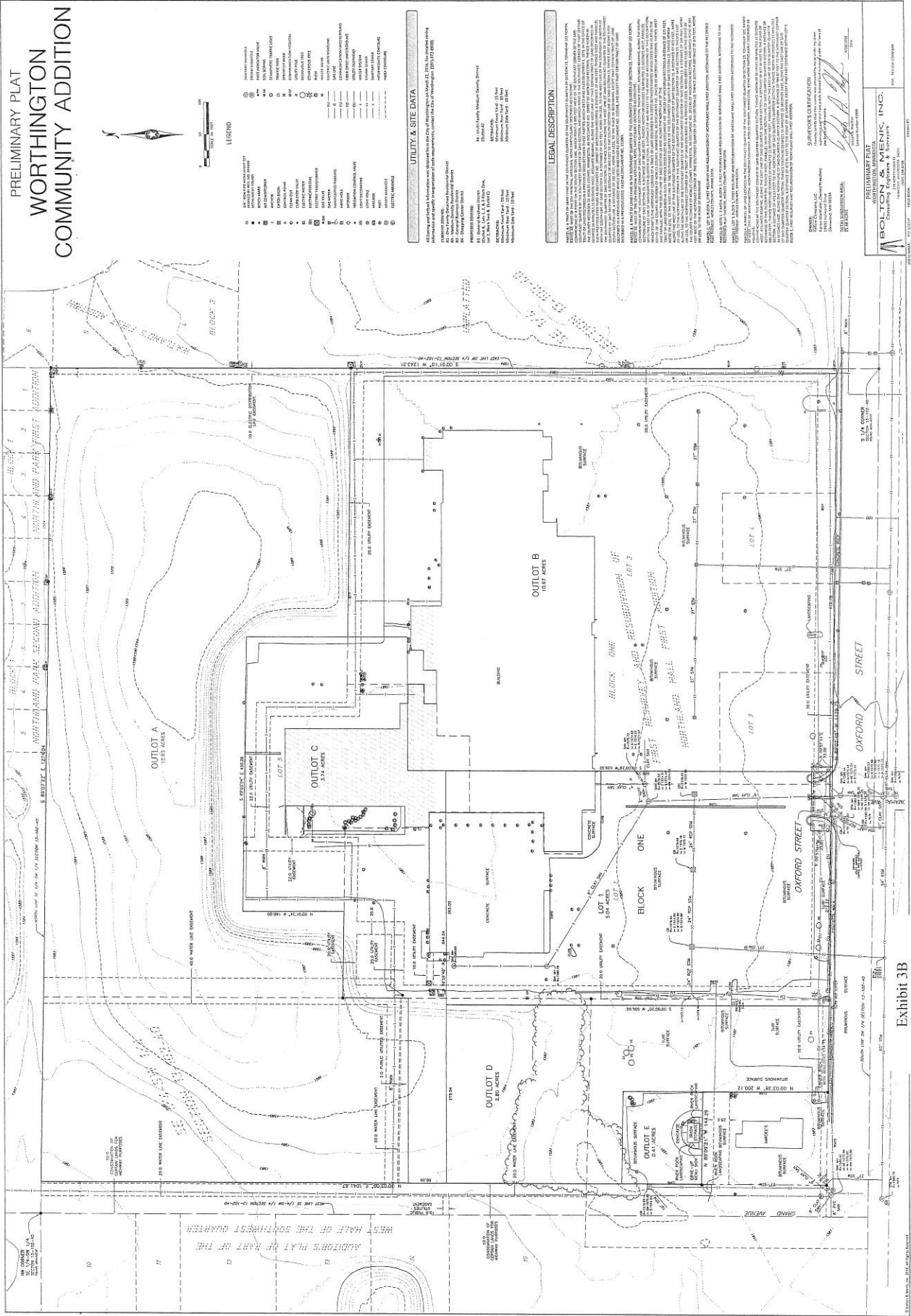


Exhibit 3B

**PRELIMINARY PLAT**  
**WORTHINGTON COMMUNITY ADDITION**  
**WORTHINGTON COMMUNITY ADDITION**  
**WORTHINGTON COMMUNITY ADDITION**

**BOLSON & BENS, INC.**  
Consulting Engineers & Surveyors  
1000 West 10th Street  
Oklahoma City, Oklahoma 73106  
Phone: (405) 521-1111  
Fax: (405) 521-1112

**DATE:** 10/1/2009  
**BY:** [Signature]  
**CHECKED:** [Signature]  
**APPROVED:** [Signature]

**SURVEYOR'S CERTIFICATION**  
I, the undersigned, being a duly Licensed Professional Engineer in the State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears on the records of the Surveyors Office in the County of Oklahoma, State of Oklahoma.

**Bradley Chapulis**

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**From:** Allis, Ronda (DOT) [Ronda.Allis@state.mn.us]  
**Sent:** Tuesday, April 05, 2016 9:59 AM  
**To:** Bradley Chapulis  
**Subject:** RE: Preliminary Plat of Worthington Community Addition

Brad,

In preparation for our 10:00 a.m. telephone call I thought I would send you a summary of the preliminary comments that I received from MnDOT D7 staffers when I routed the preliminary plat for the Worthington Community Addition:

- Land Management –
  - Trunk Highway No. 59 (Oxford Street) right of way appears to be shown incorrectly. Please review and verify.
  - According to MnDOT RW mapping:
    - The northerly RW should be 100' from the section line through Grand Avenue
    - The northerly RW also jogs out to 100' from the section line near the middle of the plat (just north of Omaha Ave)
    - The adjacent RW immediately east of the plat jogs out to 75' on the north and heads into a curve
    - Some MnDOT mapping indicates that platted south RW width of Oxford Street may be 35'. If this is the case, the overall RW width may be more like 102' rather than the 100' as shown. Please verify 33' or 35'
  - Also note that there is existing access control along the RW on the north side of the RW in the easterly portion of the plat.
- Traffic –
  - Existing parcels contained within the proposed plat have access to US 59 via four accesses: Grand Avenue (full access), a right-in/right-out midway between Oxford and Omaha Avenues (secondary access), Omaha Avenue (full access), and Milton Avenue (full access). The MnDOT Access Management policy would allow full access intersections every ¼ mile, and secondary access intersections (i.e.: ¾ intersection or right-in/right-out) every 1/8 mile. As a result, this development should only have full-access at Grand and Milton Avenues. Reduced access at Omaha would be allowed under the Access Management Policy. The existing right-in/right-out midway between Grand Avenue and Omaha Avenue would not be allowed. No additional access to US 59 would be allowed beyond those mentioned above at Grand, Omaha and Milton Avenues.
  - The developer(s) and City should also work to ensure that no driveway on Grand Avenue is allowed within 200' of US 59 (to allow for left/right turn lanes on Grand Avenue in the future).
  - Also, interconnectivity between the proposed plat, subsequent subdivisions, and existing development (e.g.: Hardee's) should be pursued to improve traffic operations on US 59 and the surrounding City streets.
- Hydraulics/Bridge –
  - Be aware of stormwater requirements regarding treatment and volume control when planning future development. Any development in this area also needs to be considered in future plans.

These comments were based upon the plat maps that Dwayne sent to me back on March 25<sup>th</sup>. I'm not sure what changes have been made from that version versus the updated copies you sent me on April 1.

Ronda

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**From:** Bradley Chapulis [<mailto:bchapulis@ci.worthington.mn.us>]  
**Sent:** Friday, April 01, 2016 8:22 AM  
**To:** Allis, Ronda (DOT)  
**Cc:** 'Dwayne Haffield'  
**Subject:** RE: Preliminary Plat of Worthington Community Addition

Rhonda:

Attached is a revised preliminary and final plat of the Worthington Community Addition that the City received yesterday evening.

Are you available to today to discuss the plat and MNDOT's review process? Please advise.

Thanks.

Bradley Chapulis  
Director of Community/Economic Development  
City of Worthington, Minnesota  
507-372-8640

---

**From:** Dwayne Haffield [<mailto:d.haffield@ci.worthington.mn.us>]  
**Sent:** Friday, March 25, 2016 10:35 AM  
**To:** Allis, Ronda (DOT)  
**Cc:** Brad Chapulis  
**Subject:** Preliminary Plat of Worthington Community Addition

Ronda:

Attached is the preliminary plat for Worthington Community Addition which will be the property abutting TH 59 (Oxford Street) immediately east of Grand Avenue. A copy of the proposed final plat is also attached. The plat is submitted for Commissioner's review as required by statute. It is understood you have up to 30 days for review and comment. Brad Chapulis may be contacting you regarding that process and you may contact him with any questions you may have. His number is the same as listed below.

---

Dwayne Haffield  
City of Worthington  
P.O. Box 279  
Worthington, MN 56187  
Ph: 507-372-8640



(Recording Information Only)

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**CITY OF WORTHINGTON  
SMALL CITIES DEVELOPMENT PROGRAM**

**COMBINATION SECURITY AGREEMENT, NOTE,  
REPAYMENT AGREEMENT AND LIEN**

**THIS COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND LIEN**, (hereinafter “the Agreement”) made and entered into this \_\_\_\_ day of September, 2016, by and between **GRAND TERRACE APARTMENTS LIMITED PARTNERSHIP**, a Minnesota limited partnership, with offices at Suite 4, 2401 Broadway Avenue, Slayton, MN 56172-1142 (hereinafter the “BORROWER”) and the **CITY OF WORTHINGTON**, a Minnesota municipal corporation (“Holder”) at its office at 303 Ninth Street, Worthington, MN 56187, (hereinafter the “CITY”).

**WITNESSETH:**

**WHEREAS**, on the \_\_\_\_ day of September, 2016, (hereinafter the “Effective Date”) the **CITY** made a loan (hereafter the “Loan”) to the BORROWER in the amount of Three Hundred Thousand and No/100 (\$300,000.00) to construct the residential rental real estate hereinafter described; and,

**WHEREAS**, said Loan is made on the condition that the BORROWER execute this Agreement; and,

**WHEREAS**, said BORROWER declares that at least 51% of the units located inside the Property will be occupied by tenants with incomes of equal to or less than 80% of the Area Median Income according to the Department of Housing and Urban Development (“AMI”); and,

**WHEREAS**, said BORROWER declares that rents charged to tenants will be affordable to persons at 60% AMI, including utilities paid by the tenants, calculated by the local Housing and Redevelopment Authority Utility Allowance; and,



**WHEREAS**, said BORROWER states that it currently meets all criteria, unless waived by the CITY under the Small Cities Development Program Procedural Guidelines and will continue to do so throughout the construction process; and,

**NOW, THEREFORE**, in consideration of the making of the Loan by, the CITY to the BORROWER, the BORROWER hereby agrees as follows:

1. Security:

This Agreement secures to the CITY (a) the repayment of the debt evidenced by this Agreement, without interest, and all renewals, extensions and modifications; and (b) the performance of the BORROWER covenants and agreements under this Agreement. For these purposes, the BORROWER does hereby mortgage, grant and convey to the CITY with the power of sale, the Property. As security for the obligation of the BORROWER to make repayment as provided in this Agreement, the BORROWER hereby grants and conveys unto the CITY, and the CITY shall have a lien on the real estate located in the City of Worthington, Nobles County, Minnesota, legally described as:

Lot 2, Block 1, Grand Terrace Addition

Commonly known as: Address TBD, Worthington, MN

Said lien shall be in the full amount necessary to satisfy the Loan and the repayment obligation, as set forth in this Agreement, together with the costs, including reasonable attorney's fees, to collect such amount, if collection is necessary.

2. Terms of the Agreement:

- A. Interest shall accrue on this Loan at the rate of 0%.
- B. All payments of principal shall be deferred except upon default under Section 4.
- C. The principal amount of the Loan shall be due and payable, in full, 30 years from the Effective Date, unless the BORROWER should default as described hereunder.

3. Insurance:

BORROWER agrees to keep all buildings, improvements, and fixtures, currently or in the future located on or a part of the Property, insured against loss by fire, extended coverage perils, vandalism, malicious mischief, and, if applicable, steam boiler explosion to the full insurable value and at least the amount of \$10,456,945.00 (total of all liens on property) at all times while any amount remains unpaid under this Agreement. If any of the buildings, improvements or fixtures are located in a federally-designated flood prone area and if flood insurance is available for that area, BORROWER shall procure and maintain flood insurance in amounts reasonably satisfactory to the CITY. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the CITY. The Borrower shall maintain property insurance and such insurance policy shall contain a mortgagee/loss payable clause in favor of the CITY affording all rights and privileges customarily provided under the so-called standard mortgage clause. The insurance policies shall provide for not less than thirty (30) days written notice to the CITY before cancellation, non-renewal, termination or reduction in coverage; and the BORROWER shall deliver to the CITY a duplicate original or certificate of insurance for such policies. In the event of damage to the Property by fire or other casualty, the BORROWER shall promptly give notice of such damage to the CITY and the insurance company.

#### 4. Default:

In the event of any default in the payment of any principal or other indebtedness due hereunder or any other breach of this Agreement, the CITY may, at its right and option, declare immediately due and payable the principal balance of this Agreement, together with any attorney's fees incurred by the CITY in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Agreement. The CITY may extend the time of payment of principal of this Agreement without notice to or consent of any party liable hereon and without releasing such party. Default by the BORROWER shall be defined by one or more of the following:

- A. If the BORROWER fails to utilize the Small Cities Development Program funds for construction of the described Property in a manner authorized by the CITY.
- B. If the BORROWER fails to insure the Property as described above.
- C. If the Property is sold, transferred, or otherwise conveyed, whether voluntarily or involuntarily.
- D. If the BORROWER should become delinquent on their Property taxes and assessments attributed to the Property described hereunder.
- E. If the BORROWER fails to perform certain work elements as required by the Small Cities Development Program Housing Quality Standards.
- F. If the BORROWER intentionally makes materially untrue, false or fraudulent statement on the Small Cities Development Program Application.
- G. If the BORROWER fails to rent 51% of the units to low to moderate income tenants, as defined by the Small Cities Development Program Procedural Guidelines during the term of the Loan.
- H. If the BORROWER fails to maintain the rents affordable to persons at 60% AMI, during the term of the Loan.
- I. If the BORROWER fails to limit rent increases to not exceed 5% per year, but with total gross rents to remain affordable to persons at 60% AMI, during the term of the Loan.
- J. If the BORROWER fails to follow the Fair Housing Act in any manner.

In the event of default which is not cured within thirty (30) days after written notice from the City, the Loan shall be repaid to the CITY in the following manner:

- A. If the event of default is not cured within thirty (30) days after written notice from the City, the BORROWER shall pay an interest rate of 12% until the outstanding balance is repaid.
- B. In its sole discretion, the CITY, may designate a later date for payment and/or waive late fees. If the CITY makes such a designation, written notice will be given to the BORROWER.

#### 5. Covenants:

A. The BORROWER agrees to keep the Property free from all liens and encumbrances except as listed in Exhibit A or as otherwise approved by BORROWER. The BORROWER further agrees to commit or permit no waste on the Property, to keep the Property in good repair, and to pay any expenses or attorney's fees that may incur, by reason of litigation in protection of this Agreement.



- B. This Loan made pursuant to this Agreement may be prepaid in whole or in part without penalty.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- D. It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota.
- E. The provisions of this Agreement shall run with the real estate described above and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, representatives, successors and assigns.  
respective,
- F. This Loan is recourse to Borrower
- G. Any cure tendered by Borrower's limited partner ("Limited Partner") shall be accepted or rejected on the same basis as if tendered by Borrower.
- H. All notices shall include a copy to Limited Partner at:

NEF Assignment Corporation  
10 S. Riverside Plaza, Suite 1700  
Chicago, IL 60606  
ATTN: General Counsel

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND LIEN as of the day and year first above written.

**BORROWER:**

**GRAND TERRACE APARTMENTS LIMITED PARTNERSHIP**

By: SWMHP Grand Terrace Apartments LLC  
It's: General Partner

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

Rick Goodemann

Its: Chief Manager/President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of September, 2016, by Rick Goodemann, the Chief Manager/President of SWMHP Grand Terrace Apartments LLC, a Minnesota limited liability company, on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

Southwest Minnesota Housing Partnership  
2401 Broadway Avenue, Suite 4  
Slayton, MN 56172  
507-836-8673 x 401

This instrument is exempt from registration tax under Section 287.04 of Minnesota Statutes.

**EXHIBIT A****Permitted Encumbrances**

The following are permitted encumbrances, but the listing of a permitted encumbrance herein does not change or override the Order of Lien Priority or any other agreements as to the priority of security agreed to in the Master Subordination Agreement and Estoppel Certificate or any other applicable agreement:

**CITY OF WORTHINGTON  
CONTRACT FOR ADMINISTRATIVE SERVICES WITH THE  
SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**

**THIS CONTRACT**, for Administrative Services is entered into this \_\_\_\_ day of April, 2016 by and between the City of Worthington, hereinafter referred to as the "City", and the Southwest Minnesota Housing Partnership, hereinafter referred to as the "Partnership".

**WHEREAS**, the City of Worthington has decided to use their federal Minnesota Investment Funds, hereinafter referred to as "SCDP" following the model of a standard Department of Employment and Economic Development (DEED) Small Cities Development Program Grant Agreement herein after referred to as the "Grant Agreement"; and,

**WHEREAS**, \$300,000.00 in SCDP funds have been specifically transferred and funded for the new construction of the Grand Terrace Apartments, to be owned by Grand Terrace Apartments Limited Partnership, a Minnesota limited partnership; and,

**WHEREAS**, the City will loan these funds to Grand Terrace Apartments Limited Partnership.

**WHEREAS**, the City of Worthington desires to contract with the Partnership for Administrative Services; and,

**WITNESSED:** In consideration of the mutual covenants and agreements contained herein, the City and the Partnership agree as follows:

1. The term of this contract commences on April \_\_\_\_, 2016 and terminates on December 31, 2018.
2. The SCDP Work Program, **Exhibit A**, attached to this contract, is acceptable to the City and is hereby made a part of this contract.
3. The SCDP Budget, **Exhibit B**, attached to this contract, is acceptable to the City and is hereby made a part of this contract.
4. For the purposes of this contract, the Partnership shall be deemed an independent contractor and not an employee of the City. Any and all employees of the Partnership or other persons while engaged in the performance of any work or services required by the Partnership under this contract, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees or other persons as consequence of any act or omission on the part of said employees or the Partnership shall in no way be the obligation or responsibility of the City.
5. It is further agreed that the Partnership shall defend and save the City harmless from any claims, demands, actions, or causes of action arising out of any act or omission on the part of the Partnership, its agents, servants or employees in performance of, or with relation to any of the work or services provided to be performed or furnished by the Partnership under the terms of this contract.

6. The Partnership shall not assign any interest in this contract, not subsequently disclosed already in this contract, and shall not transfer any interest in the same, whether by assignment, subcontract or notation, without the prior written consent of the City.
7. The Partnership specifically agrees to comply with the requirements of 24 (CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to contracts required to contain the Section 3 clause set forth in 24 CFR 135.20.
8. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this document.
9. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.
10. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
11. In performing the provisions of this contract, the Partnership and the City agree to comply with all Federal, State, or local laws, and applicable rules, regulations, or standards established by any agency of such governmental units, which are not now or hereafter promulgated.
12. The Partnership will not receive any SCDP administrative funds in carrying out the duties identified in **Exhibit A**.
13. The Partnership shall be reimbursed as follows:
  - \$0 shall come from Small Cities Development Program funds for Administrative Services.
  - \$0 has been committed by the City of Worthington for Administrative Services.
14. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
15. The Partnership hereby assigns to DEED any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust laws of the DEED through the term of this agreement.
16. The City reserves the right to terminate this contract if the Partnership inexcusably fails to perform any of the provisions thereof. Such termination shall occur thirty (30) days after the receipt by the Partnership of written notice specifying the grounds thereof, unless prior to the date, the Partnership has cured the alleged nonperformance of the providers of this contract.
17. Payment for this contract is to be made from funds made available by DEED. If at any time such funds are no longer available, this contract shall be terminated immediately upon notice of such fact by the DEED.

18. This contract may be canceled by the City or Partnership at any time, with or without cause, upon thirty (30) days written notice to other party. In the event of such a cancellation, the Partnership shall be entitled to payment for work or services performed to the date of notice of cancellation.
19. The book, records, documents, and accounting procedures and practices of the Partnership, relevant to this contract, may be subject to examination by the City's auditors. The Partnership will receive a copy of the City's audit.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be duly executed as of the date first mentioned above.

**SOUTHWEST MINNESOTA  
HOUSING PARTNERSHIP**

**CITY OF WORTHINGTON**

\_\_\_\_\_  
**Chairperson**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Chief Executive Officer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT A****SCDP WORK PROGRAM**

The following Work Program is attached to the Administration Services contract dated April \_\_\_\_, 2016 a part thereof.

**1. Staffing**

- A. The Partnership shall provide a sufficient supply of competent, trained staff to meet the needs of the project and complete the assigned tasks identified in the Work Program, in the time frame set forth in the contract. Staff shall include, but is not limited to, Administrative Staff, Rehabilitation Specialists/Inspectors, clerical support, etc.
- B. The Partnership is responsible for providing adequate office space, telephone, copying, postage, and other office expenses to provide Administration Services.
- C. Staff shall be trained by the Partnership to ensure that they can perform the duties identified in the Work Program within the contract.
- D. The Partnership shall provide the City with a clear communication chain that the City would require on daily requests, problems/concerns/etc. The contact for daily information will be responsible for routing information within the Partnership and its other staff.

**2. Program Regulations**

- A. The Partnership staff will attend DEED trainings and informational sessions as provided by DEED to ensure that updates on the SCDP program are utilized in the program.
- B. The Partnership will receive and review regularly DEED updates on changes to the program and incorporate them into the program.
- C. The Partnership will rely on and communicate regularly with DEED staff to consult with them on programming issues.

**3. Program Development**

- A. The Partnership will review Grant Agreements for accuracy against applications
- B. The Partnership will request from the City documentation on special conditions documentation.
- C. The Partnership will prepare to document the special conditions required in the grant agreement with DEED to obtain the release of funding by DEED in an expeditious manner.
- D. The Partnership will prepare all repayment agreements to be used in securing the SCDP funds for the City. The Partnership will send the documents to the City for review and approval prior to use.

**4. Documents and Reporting**

- A. The Partnership will assemble files, execute proper documentation within the files, maintain complete records, document methodology on eligibility, and provide information to DEED for all file reviews.
- B. The Partnership will maintain the files for the review by the City upon request.

- C. The Partnership will prepare all reports to DEED (ie; quarterly, annual) required during the contract period.

**5. Program Management**

- A. The Partnership will attend to regular reviews of program goals in relation to the contract end date and performance.
- B. The Partnership will prepare the Close Out Report for the City's public meeting.

**6. Funding and Budgeting**

- A. The Partnership will prepare the draws to DEED when proper documentation is submitted.
- B. The Partnership will oversee payments to contractors in conjunction with the City.
- C. The Partnership will reconcile the accounting of the program with DEED and the Field Administrator.

**7. Outcomes**

- A. The Partnership is responsible for meeting the goals set under the project.

**8. Federal Requirements**

The Partnership is required to ensure that the project and the City meet the Federal Requirements outlined in the Grant Agreement. Those include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity in receiving Federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968 (P.O. 90-284), known as the Fair Housing Act of 1968, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin.
3. Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion (creed), sex or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be development for residential use), or in the use of occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants and contributions agreed to be made by the Federal Government.
4. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in,



be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.

5. Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations (24 CFR Part 41 and 24 CFR 570.602(a).
6. Davis-Bacon Act, as amended, requiring payment of wages at prevailing rates, and the Contract Work Hours and Safety Standards Act.
7. The National Environmental Policy Act of 1969.
8. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing within the unit of local government.
9. Title IV of the Lead-Based Paint Poisoning Prevention Act, as amended (41 U.S.C. Section 483 1).
10. All parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable state and federal laws.
11. The regulations, policies, guidelines, and requirements of Common Rule or Uniform Administrative Requirements and OMB Circular A-87 as they relate to the application, acceptance, and use of federal funds under this part.
12. The Minnesota Government Practices Act, Chapter 13, including but not limited to Section 13.3 1.
13. The regulations, reporting, and record keeping requirements as stated in the "Program Manual", as supplemented, provided by the grantor.
14. Section 504 of the Federal Rehabilitation Act of 1973, Chapter 55 of the Minnesota State Building Code and the Minnesota Human Rights Act.
15. All other applicable federal rules and regulations identified in the DEED Grant Agreement between the City and DEED.

**EXHIBIT B****CITY OF WORTHINGTON SCDP BUDGET**

<b>ACTIVITY</b>	<b>UNIT GOAL</b>	<b>SCDP FUNDS</b>	<b>OTHER FUNDS</b>	<b>TOTAL</b>
<b>MF RENTAL- New Construction</b>	48	\$300,000	\$9,983,307	\$10,283,307
<b>TOTAL</b>	<b>48</b>	<b>\$300,000</b>	<b>\$9,983,307</b>	<b>\$10,283,307</b>

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS EQUIPMENT INC	4/29/16	COPIER SERVICE RICOH/MPC45	GENERAL FUND	ENGINEERING ADMIN	69.97
	4/29/16	COPIER SERVICE RICOH/MPC45	GENERAL FUND	ECONOMIC DEVELOPMENT	69.97
				TOTAL:	139.94
ASSET RESOURCES INC	4/29/16	ACCOUNT COLLECTION FEE	ELECTRIC	ACCTS-UNCOLLECTIBLE	19.99
				TOTAL:	19.99
BANNER ASSOCIATES INC	4/29/16	PROFESSIONAL SERVICES- SCA WATER		FA PURIFY EQUIPMENT	233.00
				TOTAL:	233.00
BEVERAGE WHOLESALERS INC	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	3,981.10
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	7,945.69
				TOTAL:	11,926.79
BIOVERSE INC	4/29/16	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	2,902.00
	4/29/16	OFF-PEAK LIGHTING REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,059.06
				TOTAL:	3,961.06
BLUEGLOBES LLC	4/29/16	LAMPS, SOCKET, CONTROL CAP AIRPORT		O-GEN MISC	326.63
				TOTAL:	326.63
BOLTON & MENK INC	4/29/16	N COMMERCIAL/INDUSTR PARK	IMPROVEMENT CONST	BIOSCIENCE DR EXT '16/	579.13
	4/29/16	N COMMERCIAL/INDUSTR PARK	IMPROVEMENT CONST	16 BIOSCIENCE DR ST WT	785.27
	4/29/16	N COMMERCIAL/INDUSTR PARK	IMPROVEMENT CONST	16 BIOSCIENCE DR WTR E	151.16
	4/29/16	N COMMERCIAL/INDUSTR PARK	IMPROVEMENT CONST	16 BIOSCIENCE DR SWR E	270.94
				TOTAL:	1,786.50
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	4/29/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,164.30
	4/29/16	MIX	LIQUOR	NON-DEPARTMENTAL	109.23
	4/29/16	FREIGHT	LIQUOR	O-SOURCE MISC	22.08
				TOTAL:	1,295.61
BTU INC	4/29/16	OLSON RR FURNACE	RECREATION	OLSON PARK CAMPGROUND	75.00
	4/29/16	OLSON RR FURNACE	RECREATION	OLSON PARK CAMPGROUND	89.62
				TOTAL:	164.62
MICHAEL BURNS	4/29/16	CHAUTAUQUA RESTROOMS	RECREATION	PARK AREAS	282.00
				TOTAL:	282.00
BYRNE JOE	4/29/16	REIMBURSE	ELECTRIC	O-DISTR MISC	35.28
				TOTAL:	35.28
C&S CHEMICALS INC	4/29/16	4,330 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,044.45
				TOTAL:	5,044.45
CENTER SPORTS INC	4/29/16	DISC GOLF BASKETS	RECREATION	PARK AREAS	3,677.66
				TOTAL:	3,677.66
CENTRAL SALT LLC	4/29/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,551.47
	4/29/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	4,868.89
	4/29/16	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	4,878.49
				TOTAL:	12,298.85
CHAMBER OF COMMERCE	4/29/16	SALUTE TO WOMEN BANQUET	ELECTRIC	ADMIN OFFICE SUPPLIES	25.00
	4/29/16	SALUTE TO WOMEN BANQUET	ELECTRIC	ACCTS-RECORDS & COLLEC	50.00
				TOTAL:	75.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
CONCRETE MATERIALS	4/29/16	COLD MIX	GENERAL FUND	PAVED STREETS	1,092.42
	4/29/16	CHAUTAUQUA DOORS	RECREATION	PARK AREAS	43.25_
				TOTAL:	1,135.67
CONSOLIDATED PLASTICS CO INC	4/29/16	BOTTLES FOR SAMPLING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	87.86_
				TOTAL:	87.86
CRYSTAL GLASS COMPANY	4/29/16	DOOR REPAIR	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	100.00_
				TOTAL:	100.00
BRANDON L PEIL	4/29/16	UNIFORM	GENERAL FUND	POLICE ADMINISTRATION	20.00_
				TOTAL:	20.00
DAKOTA SUPPLY GROUP INC	4/29/16	WELL VENT CAPS	WATER	M-PUMPING	190.43
	4/29/16	DISTRIBUTION MAIN FITTINGS	WATER	M-TRANS MAINS	1,206.17
	4/29/16	METER BOLTS	WATER	M-DISTR METERS	386.92_
				TOTAL:	1,783.52
DANS ELECTRIC INC	4/29/16	SERVICE, REPAIR CAPACITORS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	858.95
	4/29/16	SERVICE, REPAIR CAPACITORS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	120.00_
				TOTAL:	978.95
DEWILD GRANT RECKERT AND ASSOC	4/29/16	PROFESSIONAL SERVICES-SUBS	ELECTRIC	O-DISTR MISC	9,252.50_
				TOTAL:	9,252.50
DIAMOND VOGEL PAINT	4/29/16	CHAUTAUQUA DOORS	RECREATION	PARK AREAS	40.10
	4/29/16	CHAUTAUQUA DOORS	RECREATION	PARK AREAS	50.33_
				TOTAL:	90.43
DOLL DISTRIBUTING LLC	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	297.00-
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	86.40-
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	7,267.80
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	685.50-
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	660.30
	4/29/16	BEER	LIQUOR	NON-DEPARTMENTAL	9,351.05
	4/29/16	MIX	LIQUOR	NON-DEPARTMENTAL	45.00_
				TOTAL:	16,255.25
ECHO GROUP INC	4/29/16	BEACH RESTROOM	RECREATION	PARK AREAS	4.32
	4/29/16	CHAUTAUQUA RESTROOM	RECREATION	PARK AREAS	1.59-
	4/29/16	BEACH RESTROOM	RECREATION	PARK AREAS	6.48
	4/29/16	BEACH RESTROOM	RECREATION	PARK AREAS	10.80
	4/29/16	FUSES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	88.40
	4/29/16	LIGHT BULBS-MAIN BLDG LIGH	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	19.68
	4/29/16	LIGHTING PARTS	ELECTRIC	M-DISTR STATION EQUIPM	31.46-
				TOTAL:	96.63
JOHN E ERPENBACH	4/29/16	PRE-EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	200.00
	4/29/16	PRE-EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	200.00_
				TOTAL:	400.00
FASTENAL COMPANY	4/29/16	PARTS	GENERAL FUND	SIGNS AND SIGNALS	19.82
	4/29/16	RAKES AND SHOVELS	RECREATION	PARK AREAS	140.22_
				TOTAL:	160.04
FEDEX	4/29/16	RETURNS	GENERAL FUND	POLICE ADMINISTRATION	9.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	9.22
FRONTIER COMMUNICATIONS	4/29/16	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	65.34
	4/29/16	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	467.20
	4/29/16	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	184.12
	4/29/16	PHONE SERVICE	GENERAL FUND	ACCOUNTING	71.38
	4/29/16	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	236.29
	4/29/16	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	176.72
	4/29/16	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	25.86
	4/29/16	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	218.70
	4/29/16	PHONE SERVICE	GENERAL FUND	PAVED STREETS	133.44
	4/29/16	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	262.73
	4/29/16	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	207.81
	4/29/16	PHONE SERVICE	RECREATION	GOLF COURSE-GREEN	177.10
	4/29/16	PHONE SERVICE	RECREATION	PARK AREAS	158.32
	4/29/16	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	80.91
	4/29/16	PHONE SERVICE	LIQUOR	O-GEN MISC	188.39
	4/29/16	PHONE SERVICE	AIRPORT	O-GEN MISC	88.39
	4/29/16	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	124.80
	4/29/16	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	24.80
				TOTAL:	2,892.30
GOPHER ALARMS LLC	4/29/16	ALARM MONITORING BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	76.95
				TOTAL:	76.95
GRAHAM TIRE OF WORTHINGTON INC	4/29/16	ROTORS, BRAKE DISC 14-35	GENERAL FUND	POLICE ADMINISTRATION	509.00
	4/29/16	ROTORS, BRAKE DISC 14-35	GENERAL FUND	POLICE ADMINISTRATION	102.35
	4/29/16	TIRES ON 14-34	GENERAL FUND	POLICE ADMINISTRATION	569.80
	4/29/16	TIRES ON 14-34	GENERAL FUND	POLICE ADMINISTRATION	32.00
	4/29/16	TIRES, OIL CHANGE #29	GENERAL FUND	POLICE ADMINISTRATION	591.59
	4/29/16	TIRES, OIL CHANGE #29	GENERAL FUND	POLICE ADMINISTRATION	43.00
	4/29/16	OIL CHANGE #14-25	GENERAL FUND	POLICE ADMINISTRATION	11.79
	4/29/16	OIL CHANGE #14-25	GENERAL FUND	POLICE ADMINISTRATION	11.00
	4/29/16	OIL CHANGE #15-24	GENERAL FUND	POLICE ADMINISTRATION	11.79
	4/29/16	OIL CHANGE #15-24	GENERAL FUND	POLICE ADMINISTRATION	11.00
	4/29/16	OIL CHANGE #430	GENERAL FUND	PAVED STREETS	31.94
	4/29/16	OIL CHANGE #430	GENERAL FUND	PAVED STREETS	11.00
	4/29/16	FLAT REPAIR UNIT #102	ELECTRIC	O-DISTR UNDERGRND LINE	24.58
				TOTAL:	1,960.84
RODNEY D HARVEY	4/29/16	CHAUTAUQUA SIGN	RECREATION	PARK AREAS	370.00
	4/29/16	UNIT #502 LETTERING	RECREATION	PARK AREAS	105.00
				TOTAL:	475.00
HAWKINS INC	4/29/16	1 TON CHLORINE	WATER	O-PURIFY	657.00
	4/29/16	POTASSIUM PERMANGANATE	WATER	O-PURIFY	7,809.59
				TOTAL:	8,466.59
HD SUPPLY WATERWORKS LTD	4/29/16	1 INCH CORPORATION STOPS	WATER	O-DIST UNDERGRND LINES	403.14
				TOTAL:	403.14
HEIMAN FIRE EQUIPMENT INC	4/29/16	HYDROTEST 2 SCBA & 4 ESCAP MUNICIPAL WASTEWAT	O-PURIFY MISC		270.00
				TOTAL:	270.00
KRIS HOHENSEE	4/29/16	DEMENTIA SUPPLIES-DHS GRAN	GENERAL FUND	CENTER FOR ACTIVE LIVI	104.70
				TOTAL:	104.70

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JACKS UNIFORMS & EQUIPMENT	4/29/16	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	270.74
	4/29/16	JACKS UNIFORMS & EQUIPMENT	GENERAL FUND	POLICE ADMINISTRATION	375.14_
		TOTAL:			645.88
JERRY'S AUTO SUPPLY	4/29/16	BULBS #425	GENERAL FUND	PAVED STREETS	12.86
	4/29/16	LAMP #425	GENERAL FUND	PAVED STREETS	9.49
	4/29/16	LAMP #425	GENERAL FUND	PAVED STREETS	9.49_
		TOTAL:			31.84
KOLANDER BRIAN	4/29/16	REIMBURSE	GENERAL FUND	ACCOUNTING	125.48_
		TOTAL:			125.48
LAMPERTS YARDS INC-2602004	4/29/16	CHAUTAUQUA SHELTER	RECREATION	PARK AREAS	15.99
	4/29/16	WATER HYDRANTS OLSON	RECREATION	OLSON PARK CAMPGROUND	61.04_
		TOTAL:			77.03
LEAGUE OF MN CITIES INSURANCE TRUST	4/29/16	2016-2017 INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	9,708.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	87.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	5,741.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	3,034.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	MAYOR AND COUNCIL	76.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ADMINISTRATION	203.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ELECTIONS	11.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	CLERK'S OFFICE	431.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ACCOUNTING	403.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ENGINEERING ADMIN	839.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ENGINEERING ADMIN	134.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ECONOMIC DEVELOPMENT	579.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ECONOMIC DEVELOPMENT	121.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	GENERAL GOVT BUILDINGS	39.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	GENERAL GOVT BUILDINGS	4,593.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	OTHER GEN GOVT MISC	50.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	22,328.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	1,740.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	4,965.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	SECURITY CENTER	614.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	SECURITY CENTER	614.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	FIRE ADMINISTRATION	1,038.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	FIRE ADMINISTRATION	1,874.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	FIRE ADMINISTRATION	2,746.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ANIMAL CONTROL ENFORCE	17.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	PAVED STREETS	1,113.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	PAVED STREETS	3,564.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	PAVED STREETS	972.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	115.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	1,602.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	SIGNS AND SIGNALS	18.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	TRASH PICKUP	33.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	CODE ENFORCEMENT	171.75
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	CODE ENFORCEMENT	162.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	CENTER FOR ACTIVE LIVI	56.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	CENTER FOR ACTIVE LIVI	852.00
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	BAND	8.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	BAND	2,021.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	LAKE IMPROVEMENT	85.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	LAKE IMPROVEMENT	153.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	PROMOTIONAL COMMITTEE	265.50
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	MISC SPECIAL DAYS/EVEN	8.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ADI DEVELOPMENT	2.25
	4/29/16	2016-2017 INSURANCE	GENERAL FUND	ADI DEVELOPMENT	738.00
	4/29/16	2016-2017 INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	36.25
	4/29/16	2016-2017 INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	1,096.50
	4/29/16	2016-2017 INSURANCE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	108.75
	4/29/16	2016-2017 INSURANCE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	3,289.50
	4/29/16	2016-2017 INSURANCE	EVENT CENTER	NON-DEPARTMENTAL	0.75
	4/29/16	2016-2017 INSURANCE	EVENT CENTER	NON-DEPARTMENTAL	274.50
	4/29/16	2016-2017 INSURANCE	EVENT CENTER	EVENT CENTER	2.25
	4/29/16	2016-2017 INSURANCE	EVENT CENTER	EVENT CENTER	823.50
	4/29/16	2016-2017 INSURANCE	RECREATION	NON-DEPARTMENTAL	563.50
	4/29/16	2016-2017 INSURANCE	RECREATION	NON-DEPARTMENTAL	7,916.75
	4/29/16	2016-2017 INSURANCE	RECREATION	NON-DEPARTMENTAL	162.25
	4/29/16	2016-2017 INSURANCE	RECREATION	RECREATION PROGRAMS	43.50
	4/29/16	2016-2017 INSURANCE	RECREATION	SWIMMING BEACHES	3.75
	4/29/16	2016-2017 INSURANCE	RECREATION	GOLF COURSE-GREEN	434.25
	4/29/16	2016-2017 INSURANCE	RECREATION	GOLF COURSE-GREEN	1,810.50
	4/29/16	2016-2017 INSURANCE	RECREATION	GOLF COURSE-GREEN	64.50
	4/29/16	2016-2017 INSURANCE	RECREATION	PARK AREAS	1,113.75
	4/29/16	2016-2017 INSURANCE	RECREATION	PARK AREAS	20,273.25
	4/29/16	2016-2017 INSURANCE	RECREATION	PARK AREAS	422.25
	4/29/16	2016-2017 INSURANCE	RECREATION	OLSON PARK CAMPGROUND	32.25
	4/29/16	2016-2017 INSURANCE	RECREATION	OLSON PARK CAMPGROUND	1,666.50
	4/29/16	2016-2017 INSURANCE	RECREATION	TREE REMOVAL	63.00
	4/29/16	2016-2017 INSURANCE	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	298.75
	4/29/16	2016-2017 INSURANCE	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	896.25
	4/29/16	2016-2017 INSURANCE	PIR/TRUNKS	NON-DEPARTMENTAL	313.00
	4/29/16	2016-2017 INSURANCE	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	939.00
	4/29/16	2016-2017 INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	913.25
	4/29/16	2016-2017 INSURANCE	IMPROVEMENT CONST	OTHER MISC PROJECTS	2,739.75
	4/29/16	2016-2017 INSURANCE	MUNICIPAL BUILDING	NON-DEPARTMENTAL	2.00
	4/29/16	2016-2017 INSURANCE	MUNICIPAL BUILDING	OTHER GEN GOVT MISC	6.00
	4/29/16	2016-2017 INSURANCE	PRAIRIE VIEW LTD T	NON-DEPARTMENTAL	1.25
	4/29/16	2016-2017 INSURANCE	PRAIRIE VIEW LTD T	MISC HOUSING DEVELOPMN	3.75
	4/29/16	2016-2017 INSURANCE	OKABENA ESTATES	NON-DEPARTMENTAL	3.75
	4/29/16	2016-2017 INSURANCE	OKABENA ESTATES	OKABENA ESTATES	11.25
	4/29/16	2016-2017 INSURANCE	WATER	NON-DEPARTMENTAL	893.25
	4/29/16	2016-2017 INSURANCE	WATER	NON-DEPARTMENTAL	2,646.75
	4/29/16	2016-2017 INSURANCE	WATER	NON-DEPARTMENTAL	216.50
	4/29/16	2016-2017 INSURANCE	WATER	PROPERTY INSURANCE	7,940.25
	4/29/16	2016-2017 INSURANCE	WATER	INJURIES AND DAMAGES	2,679.75
	4/29/16	2016-2017 INSURANCE	WATER	INJURIES AND DAMAGES	649.50
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	2,924.75
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	2,055.25
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	272.50
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	INJURIES & DAMAGES	6,165.75
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	INJURIES AND DAMAGES	8,774.25
	4/29/16	2016-2017 INSURANCE	MUNICIPAL WASTEWAT	INJURIES AND DAMAGES	817.50
	4/29/16	2016-2017 INSURANCE	ELECTRIC	NON-DEPARTMENTAL	4,358.25
	4/29/16	2016-2017 INSURANCE	ELECTRIC	NON-DEPARTMENTAL	87.00
	4/29/16	2016-2017 INSURANCE	ELECTRIC	NON-DEPARTMENTAL	4,940.00
	4/29/16	2016-2017 INSURANCE	ELECTRIC	NON-DEPARTMENTAL	336.50
	4/29/16	2016-2017 INSURANCE	ELECTRIC	PROPERTY INSURANCE	14,733.00
	4/29/16	2016-2017 INSURANCE	ELECTRIC	INJURIES & DAMAGES	13,074.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/29/16	2016-2017 INSURANCE	ELECTRIC	INJURIES & DAMAGES	1,009.50
	4/29/16	2016-2017 INSURANCE	INDUSTRIAL WASTEW	NON-DEPARTMENTAL	372.25
	4/29/16	2016-2017 INSURANCE	INDUSTRIAL WASTEW	NON-DEPARTMENTAL	933.25
	4/29/16	2016-2017 INSURANCE	INDUSTRIAL WASTEW	O-PURIFY MISC	870.00
	4/29/16	2016-2017 INSURANCE	INDUSTRIAL WASTEW	O-PURIFY MISC	2,799.75
	4/29/16	2016-2017 INSURANCE	INDUSTRIAL WASTEW	ADMIN MISC	246.75
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	NON-DEPARTMENTAL	60.50
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	NON-DEPARTMENTAL	292.00
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	NON-DEPARTMENTAL	26.75
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	89.25
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	11.25
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	STREET CLEANING	92.25
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	STREET CLEANING	864.75
	4/29/16	2016-2017 INSURANCE	STORM WATER MANAGE	STREET CLEANING	80.25
	4/29/16	2016-2017 INSURANCE	LIQUOR	NON-DEPARTMENTAL	1,951.25
	4/29/16	2016-2017 INSURANCE	LIQUOR	NON-DEPARTMENTAL	724.25
	4/29/16	2016-2017 INSURANCE	LIQUOR	O-GEN MISC	5,853.75
	4/29/16	2016-2017 INSURANCE	LIQUOR	O-GEN MISC	2,172.75
	4/29/16	2016-2017 INSURANCE	AIRPORT	NON-DEPARTMENTAL	16.25
	4/29/16	2016-2017 INSURANCE	AIRPORT	NON-DEPARTMENTAL	6,822.50
	4/29/16	2016-2017 INSURANCE	AIRPORT	NON-DEPARTMENTAL	66.50
	4/29/16	2016-2017 INSURANCE	AIRPORT	O-GEN MISC	48.75
	4/29/16	2016-2017 INSURANCE	AIRPORT	O-GEN MISC	20,467.50
	4/29/16	2016-2017 INSURANCE	AIRPORT	O-GEN MISC	199.50
	4/29/16	2016-2017 INSURANCE	DATA PROCESSING	NON-DEPARTMENTAL	57.00
	4/29/16	2016-2017 INSURANCE	DATA PROCESSING	DATA PROCESSING	171.00_
				TOTAL:	240,131.00
LOU'S GLOVES INC	4/29/16	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	76.00
	4/29/16	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-PURIFY MISC	76.00_
				TOTAL:	152.00
MAILFINANCE INC	4/29/16	LEASE PAYMENT-CLARITUS INS WATER		ACCTS-RECORDS & COLLEC	412.66
	4/29/16	LEASE PAYMENT-CLARITUS INS MUNICIPAL WASTEWAT		ACCT-RECORDS & COLLECT	412.65
	4/29/16	LEASE PAYMENT-CLARITUS INS ELECTRIC		ACCTS-RECORDS & COLLEC	825.32_
				TOTAL:	1,650.63
MEAN GREEN HAND CLEANER	4/29/16	HAND CLEANER, URINAL PADS	WATER	O-DISTR MISC	114.00_
				TOTAL:	114.00
MICROBIOLOGICS INC	4/29/16	QUALITY ASSURANCE TESTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	183.34_
				TOTAL:	183.34
MINNESOTA DEPARTMENT OF HEALTH	4/29/16	MORROW LICENSE RENEWAL	WATER	O-DISTR MISC	23.00_
				TOTAL:	23.00
MINNESOTA GFOA	4/29/16	MEMBERSHIP	GENERAL FUND	ACCOUNTING	60.00_
				TOTAL:	60.00
MINNESOTA MUNICIPAL UTILITIES ASSOC	4/29/16	SAFETY MGMT PROGRAM-2ND QT WATER		O-DISTR MISC	1,392.97
	4/29/16	SAFETY MGMT PROGRAM-2ND QT MUNICIPAL WASTEWAT		O-SOURCE MAINS & LIFTS	717.59
	4/29/16	SAFETY MGMT PROGRAM-2ND QT MUNICIPAL WASTEWAT		O-PURIFY MISC	717.59
	4/29/16	SAFETY MGMT PROGRAM-2ND QT ELECTRIC		O-DISTR MISC	1,392.96
	4/29/16	MEMBER DUES 2ND QTR	ELECTRIC	ADMIN MISC	6,411.75_
				TOTAL:	10,632.86



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MINNESOTA VALLEY TESTING LABS INC	4/29/16	SEMI-ANNUAL NITRATE+NITRIT	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	36.90
	4/29/16	MONTHLY SALTY DISCHARGE TE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	135.00
	4/29/16	BIOSOLIDS APPL SITE SOIL S	MUNICIPAL WASTEWAT	O-PURIFY MISC	190.00_
				TOTAL:	361.90
MISCELLANEOUS V BERNING DEREK J	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	29.64
BERNING DEREK J	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.13
BOHANNAN RODNEY	4/29/16	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	15.10
GOMEZ TERRY	4/29/16	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	17.33
GOMEZ TERRY	4/29/16	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.07
GOMEZ TERRY	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
GOMEZ TERRY	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.15
IDEAL ENERGY LL	4/29/16	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	9,630.00
RECINOS MANUEL DEJESUS	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	3.57
RECINOS MANUEL DEJESUS	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.14
STINEHART KOREY	4/29/16	REIMBURSE SPECIAL SAFETY M	GENERAL FUND	FIRE ADMINISTRATION	99.96
VELASCO WILFREDI	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	56.10
VELASCO WILFREDI	4/29/16	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.15_
				TOTAL:	9,947.34
MORRIS ELECTRONICS INC	4/29/16	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	303.75
	4/29/16	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	303.75
	4/29/16	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	607.50_
				TOTAL:	1,215.00
MORROW MICHEAL	4/29/16	REIMBURSE	WATER	O-DISTR MISC	226.82_
				TOTAL:	226.82
MPCA	4/29/16	WATER PERMIT ANNUAL FEE	INDUSTRIAL WASTEWA	O-PURIFY MISC	400.00
	4/29/16	WATER PERMIT ANNUAL FEES	AIRPORT	O-GEN MISC	400.00_
				TOTAL:	800.00
NICOLE R KEMPEMA	4/29/16	CLEANING 4/19/16	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	81.00
	4/29/16	CLEANING 4/20/16	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	81.00_
				TOTAL:	162.00
NMC EXCHANGE LLC	4/29/16	FORKLIFT REPAIR	LIQUOR	O-GEN MISC	302.10_
				TOTAL:	302.10
NOBLES COUNTY	4/29/16	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,775.78_
				TOTAL:	1,775.78
NOBLES COUNTY AUDITOR/TREASURER	4/29/16	PARCEL # 31-0100-500	GENERAL FUND	GENERAL GOVT BUILDINGS	24.00
	4/29/16	PARCEL # 31-3281-044	GENERAL FUND	GENERAL GOVT BUILDINGS	24.00
	4/29/16	PARCEL # 31-0001-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0002-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0003-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0004-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0006-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0007-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0009-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0012-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0013-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00
	4/29/16	PARCEL # 31-0016-000	GENERAL FUND	OTHER GEN GOVT MISC	1,184.13
	4/29/16	PARCEL # 31-0017-000	GENERAL FUND	OTHER GEN GOVT MISC	50.29
	4/29/16	PARCEL # 31-3934-000	GENERAL FUND	OTHER GEN GOVT MISC	24.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/29/16	PARCEL # 31-0957-500	GENERAL FUND	POLICE ADMINISTRATION	43.80
	4/29/16	LAW ENFORCEMENT COPIER SER	GENERAL FUND	SECURITY CENTER	387.80
	4/29/16	LAW ENFORCEMENT COPIER SER	GENERAL FUND	SECURITY CENTER	387.80
	4/29/16	PARCEL # 31-3935-000	GENERAL FUND	FIRE ADMINISTRATION	24.00
	4/29/16	PARCEL # 31-3936-000	GENERAL FUND	FIRE ADMINISTRATION	24.00
	4/29/16	PARCEL # 31-0101-000	GENERAL FUND	PAVED STREETS	322.00
	4/29/16	PARCEL # 31-0104-000	GENERAL FUND	PAVED STREETS	79.00
	4/29/16	PARCEL # 31-0045-250	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.00
	4/29/16	PARCEL # 31-0045-500	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.00
	4/29/16	PARCEL # 31-0045-600	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.00
	4/29/16	PARCEL # 31-3974-500	GENERAL FUND	LAKE IMPROVEMENT	727.00
	4/29/16	PARCEL # 31-0015-000	GENERAL FUND	ADI DEVELOPMENT	1,201.00
	4/29/16	PARCEL # 31-0401-500	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	24.00
	4/29/16	PARCEL # 31-0451-000	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-0934-500	RECREATION	PARK AREAS	3.20
	4/29/16	PARCEL # 31-2139-500	RECREATION	PARK AREAS	26.40
	4/29/16	PARCEL # 31-2320-500	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3219-500	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3576-000	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3839-750	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3925-550	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3925-600	RECREATION	PARK AREAS	65.00
	4/29/16	PARCEL # 31-3925-700	RECREATION	PARK AREAS	39.10
	4/29/16	PARCEL # 31-3925-800	RECREATION	PARK AREAS	41.48
	4/29/16	PARCEL # 31-3972-000	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3974-200	RECREATION	PARK AREAS	48.00
	4/29/16	PARCEL # 31-3977-250	RECREATION	PARK AREAS	24.00
	4/29/16	PARCEL # 31-3997-500	RECREATION	OLSON PARK CAMPGROUND	24.00
	4/29/16	PARCEL # 31-3786-551	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	0.78
	4/29/16	PARCEL # 31-3786-552	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	181.31
	4/29/16	PARCEL # 31-3786-553	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	181.31
	4/29/16	PARCEL # 31-3786-555	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	4,848.00
	4/29/16	PARCEL # 31-3786-557	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	102.00
	4/29/16	PARCEL # 31-3786-559	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	126.15
	4/29/16	PARCEL # 31-3786-561	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	126.15
	4/29/16	PARCEL # 31-3786-563	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	126.15
	4/29/16	PARCEL # 31-3786-565	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	126.15
	4/29/16	PARCEL # 31-3786-583	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	363.31
	4/29/16	PARCEL # 31-3786-585	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	108.50
	4/29/16	PARCEL # 31-3786-587	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	108.50
	4/29/16	PARCEL # 31-3786-589	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	108.50
	4/29/16	PARCEL # 31-3786-599	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	332.15
	4/29/16	PARCEL # 31-3833-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	29.10
	4/29/16	PARCEL # 31-3849-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	67.99
	4/29/16	PARCEL # 31-3850-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	9,059.00
	4/29/16	PARCEL # 31-3851-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	9.00
	4/29/16	PARCEL # 31-3852-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	4,281.59
	4/29/16	PARCEL # 01-0192-500	WATER	O-SOURCE WELLS & SPRNG	24.00
	4/29/16	PARCEL # 31-1773-050	WATER	O-DISTR MISC	267.21
	4/29/16	PARCEL # 31-3978-250	WATER	O-DISTR MISC	24.00
	4/29/16	PARCEL # 31-0686-500	WATER	O-DISTR MISC	24.00
	4/29/16	PARCEL # 31-3786-005	WATER	O-DISTR MISC	64.00
	4/29/16	PARCEL # 31-3795-500	WATER	O-DISTR MISC	0.08
	4/29/16	PARCEL # 01-0239-250	WATER	O-DISTR MISC	24.00
	4/29/16	PARCEL # 31-1773-050	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	133.60
	4/29/16	PARCEL # 31-3821-500	MUNICIPAL WASTEWAT	O-PURIFY MISC	45.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/29/16	PARCEL # 31-3886-250	ELECTRIC	O-DISTR STATION EXPENS	24.00
	4/29/16	PARCEL # 31-0045-750	ELECTRIC	O-DISTR STATION EXPENS	24.00
	4/29/16	PARCEL # 31-3791-500	ELECTRIC	O-DISTR STATION EXPENS	3.52
	4/29/16	PARCEL # 31-1773-050	ELECTRIC	O-DISTR MISC	133.60
	4/29/16	PARCEL # 31-3786-770	INDUSTRIAL WASTEWAT	O-PURIFY MISC	24.00
	4/29/16	PARCEL # 31-2084-951	STORM WATER MANAGE	STORM DRAINAGE	3.70
	4/29/16	PARCEL # 31-3786-001	LIQUOR	O-GEN MISC	29.60
	4/29/16	PARCEL # 20-0061-500	AIRPORT	O-GEN MISC	70.67
	4/29/16	PARCEL # 31-3786-700	AIRPORT	O-GEN MISC	66.82
	4/29/16	PARCEL # 31-3786-710	AIRPORT	O-GEN MISC	350.00
	4/29/16	PARCEL # 31-3786-715	AIRPORT	O-GEN MISC	187.00
	4/29/16	PARCEL # 31-3786-720	AIRPORT	O-GEN MISC	95.00
	4/29/16	PARCEL # 31-3786-730	AIRPORT	O-GEN MISC	206.00
	4/29/16	PARCEL # 31-3786-735	AIRPORT	O-GEN MISC	56.00
	4/29/16	PARCEL # 31-3786-740	AIRPORT	O-GEN MISC	39.50
	4/29/16	PARCEL # 31-3786-760	AIRPORT	O-GEN MISC	47.00
	4/29/16	PARCEL # 31-3803-700	AIRPORT	O-GEN MISC	20.00
	4/29/16	PARCEL # 31-3825-475	AIRPORT	O-GEN MISC	71.00
	4/29/16	PARCEL # 31-3825-500	AIRPORT	O-GEN MISC	61.00
	4/29/16	PARCEL # 31-3825-520	AIRPORT	O-GEN MISC	81.00
	4/29/16	PARCEL # 31-3825-530	AIRPORT	O-GEN MISC	114.00
	4/29/16	PARCEL # 31-3825-540	AIRPORT	O-GEN MISC	50.00
	4/29/16	PARCEL # 31-3825-550	AIRPORT	O-GEN MISC	87.00
	4/29/16	PARCEL # 31-3825-560	AIRPORT	O-GEN MISC	62.00
	4/29/16	PARCEL # 31-3825-590	AIRPORT	O-GEN MISC	26.00
	4/29/16	PARCEL # 31-3825-610	AIRPORT	O-GEN MISC	107.00
	4/29/16	PARCEL # 31-3825-750	AIRPORT	O-GEN MISC	41.12
	4/29/16	PARCEL # 31-3825-755	AIRPORT	O-GEN MISC	10.90
	4/29/16	PARCEL # 31-3825-760	AIRPORT	O-GEN MISC	179.00
	4/29/16	PARCEL # 31-3827-500	AIRPORT	O-GEN MISC	791.00
	4/29/16	PARCEL # 31-4007-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4016-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4017-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4018-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4019-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4020-000	AIRPORT	O-GEN MISC	24.00
	4/29/16	PARCEL # 31-4021-000	AIRPORT	O-GEN MISC	785.00
	4/29/16	PARCEL # 31-4022-000	AIRPORT	O-GEN MISC	24.00
				TOTAL:	30,160.36

NOBLES COUNTY HIGHWAY DEPT

4/29/16	MARCH FUEL	GENERAL FUND	ENGINEERING ADMIN	115.20
4/29/16	MARCH FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	54.14
4/29/16	MARCH FUEL	GENERAL FUND	POLICE ADMINISTRATION	2,764.93
4/29/16	MARCH FUEL	GENERAL FUND	REGULATE LAWFUL GAMBLE	4.61
4/29/16	MARCH FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	122.78
4/29/16	MARCH FUEL	GENERAL FUND	PAVED STREETS	937.68
4/29/16	MARCH FUEL	GENERAL FUND	CODE ENFORCEMENT	86.35
4/29/16	MARCH FUEL	RECREATION	PARK AREAS	169.18
4/29/16	MARCH FUEL	RECREATION	TREE REMOVAL	98.84
4/29/16	MARCH FUEL	WATER	O-PUMPING	170.13
4/29/16	MARCH FUEL	WATER	M-TRANS MAINS	182.26
4/29/16	MARCH FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	113.67
4/29/16	MARCH FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	56.48
4/29/16	MARCH FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	110.55
4/29/16	MARCH FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	116.42
4/29/16	MARCH FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	708.15

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/29/16	MARCH FUEL	STORM WATER MANAGE	STORM DRAINAGE	113.66
	4/29/16	MARCH FUEL	STORM WATER MANAGE	STREET CLEANING	430.66
	4/29/16	MARCH FUEL	AIRPORT	O-GEN MISC	289.02_
				TOTAL:	6,644.71
ONE OFFICE SOURCE	4/29/16	PENS	GENERAL FUND	CLERK'S OFFICE	2.99
	4/29/16	BUSINESS CARDS	GENERAL FUND	CLERK'S OFFICE	14.46
	4/29/16	COLOR PAPER	GENERAL FUND	AUDITS AND BUDGETS	14.59
	4/29/16	PREMIUM PAPER, ENVELOPES	GENERAL FUND	ENGINEERING ADMIN	13.43
	4/29/16	PREMIUM PAPER, ENVELOPES	GENERAL FUND	ECONOMIC DEVELOPMENT	13.44
	4/29/16	TOILET PAPER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	64.45
	4/29/16	TOWELS	ELECTRIC	ACCTS-RECORDS & COLLEC	22.09
	4/29/16	COPIER SERVICE-MX5140N	DATA PROCESSING	COPIER/FAX	83.28_
				TOTAL:	228.73
PAPIK MOTORS	4/29/16	OIL CHANGE #36	GENERAL FUND	POLICE ADMINISTRATION	29.56
	4/29/16	OIL CHANGE #36	GENERAL FUND	POLICE ADMINISTRATION	10.65_
				TOTAL:	40.21
PENNING RUSSELL	4/29/16	HAULING COMPOST/LEAVES	STORM WATER MANAGE	STREET CLEANING	1,800.00_
				TOTAL:	1,800.00
PEPSI COLA BOTTLING CO	4/29/16	MIX	LIQUOR	NON-DEPARTMENTAL	108.95_
				TOTAL:	108.95
PRECISION MANUFACTURING & MACHINE	4/29/16	SANDBLASTING TRASH BINS/BE RECREATION		PARK AREAS	1,800.00_
				TOTAL:	1,800.00
PRACOM CORP	4/29/16	PAGER BATTERY	GENERAL FUND	FIRE ADMINISTRATION	21.00
	4/29/16	EQUIP NEW UNIT #505	RECREATION	PARK AREAS	285.00
	4/29/16	EQUIP NEW UNIT #505	RECREATION	PARK AREAS	57.98
	4/29/16	BATTERY	ELECTRIC	O-DISTR MISC	60.00_
				TOTAL:	423.98
RAY O'HERRON CO INC	4/29/16	UNIFORM PATCHES	GENERAL FUND	POLICE ADMINISTRATION	182.24_
				TOTAL:	182.24
ROOS ERIC	4/29/16	REIMBURSE	WATER	O-DISTR MISC	84.24_
				TOTAL:	84.24
RUNNINGS SUPPLY INC-ACCT#9502440	4/29/16	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	6.28
	4/29/16	SPARK PLUG, DEMO SAW OIL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	16.95
	4/29/16	HOSE CLAMPS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	8.94
	4/29/16	1.5" VALVE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	39.99
	4/29/16	BATTERIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	7.18
	4/29/16	SHOP VAC	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	69.99
	4/29/16	HOSE SPRAY NOZZLE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	9.99
	4/29/16	POLY TUBING FOR CHLORINE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	5.80_
				TOTAL:	165.12
RUNNINGS SUPPLY INC-ACCT#9502485	4/29/16	SHOP SUPPLIES	GENERAL FUND	PAVED STREETS	11.56
	4/29/16	SPRING CLEANUP	GENERAL FUND	PAVED STREETS	142.89
	4/29/16	GRINDING WHEEL	GENERAL FUND	PAVED STREETS	11.16
	4/29/16	FLAGS	GENERAL FUND	PAVED STREETS	35.88
	4/29/16	SPRAYER	RECREATION	PARK AREAS	49.98
	4/29/16	GLOVES	RECREATION	PARK AREAS	35.94

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/29/16	TRASH CAN LAG SCREWS	RECREATION	PARK AREAS	24.62
				TOTAL:	312.03
SCHWALBACH ACE HARDWARE-5930	4/29/16	SLATER RESTROOM	RECREATION	PARK AREAS	26.78
	4/29/16	RESTROOMS	RECREATION	PARK AREAS	74.97
	4/29/16	BEACH WATER HEATER	RECREATION	PARK AREAS	26.98
	4/29/16	CHAUTAUQUA DOORS	RECREATION	PARK AREAS	13.58
				TOTAL:	142.31
SCHWALBACH ACE #6067	4/29/16	PLASTIC-TRUCK FILL STAND	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	15.41
	4/29/16	PLASTIC-TRUCK FILL STAND	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	9.98
	4/29/16	MAN HOLE SEALER	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	27.98
				TOTAL:	53.37
SHI INTERNATIONAL CORP	4/29/16	LAPTOP PRINTER MOUNTS	GENERAL FUND	POLICE ADMINISTRATION	510.00
				TOTAL:	510.00
SHORT ELLIOTT HENDRICKSON INC	4/29/16	WELLHEAD PROTECTION PLAN	WATER	O-SOURCE WELLS & SPRNG	618.25
				TOTAL:	618.25
ST MATTHEWS CHURCH	4/29/16	LIGHTING EFFICIENCY REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	2,250.00
				TOTAL:	2,250.00
TRACTOR SUPPLY CREDIT PLAN	4/29/16	TOOLBOX FOR #507	RECREATION	PARK AREAS	199.99
				TOTAL:	199.99
VANDEN BOSCH TONY	4/29/16	REPAIR HOTEL DOOR	GENERAL FUND	POLICE ADMINISTRATION	250.00
				TOTAL:	250.00
VAST BROADBAND	4/29/16	BAC-AUDIO/VISUAL	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	73.45
				TOTAL:	73.45
VERIZON WIRELESS	4/29/16	MONTHLY PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	827.83
	4/29/16	MONTHLY PHONE SERVICE	GENERAL FUND	SECURITY CENTER	82.52
	4/29/16	MONTHLY PHONE SERVICE	GENERAL FUND	SECURITY CENTER	82.53
	4/29/16	MONTHLY PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	50.75
	4/29/16	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.59
	4/29/16	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	150.74
	4/29/16	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	128.58
	4/29/16	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.59
	4/29/16	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.59
	4/29/16	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	38.59
	4/29/16	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.75
	4/29/16	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	38.59
	4/29/16	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	63.01
	4/29/16	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	50.75
	4/29/16	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	50.75
				TOTAL:	1,721.16
WENCK ASSOCIATES INC	4/29/16	PV POND MODIFICATION DESIG	GENERAL FUND	CLEAN WATER PARTNER	3,136.40
				TOTAL:	3,136.40
WIETZEMA TODD	4/29/16	REIMBURSE IND STORMWATER T AIRPORT		O-GEN MISC	87.00
	4/29/16	REIMBURSE MN AIRPORTS CONF AIRPORT		O-GEN MISC	134.66
				TOTAL:	221.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WORTHINGTON PRINTING CO INC	4/29/16	#10 WINDOW ENVELOPES	WATER	ACCTS-RECORDS & COLLEC	748.07
	4/29/16	#10 WINDOW ENVELOPES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	748.07
	4/29/16	#10 WINDOW ENVELOPES	ELECTRIC	ACCTS-RECORDS & COLLEC	1,496.15_
				TOTAL:	2,992.29
WORTHINGTON REGIONAL ECON DEV CORP	4/29/16	2ND QTR DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	7,166.67_
				TOTAL:	7,166.67
WYCOFF DANNY	4/29/16	REIMBURSE MMBA CONFERENCE	LIQUOR	O-GEN MISC	241.56_
				TOTAL:	241.56
ZEPE SALES & SERVICE-ACUITY SPECIALTY P	4/29/16	SUPPLIES	GENERAL FUND	PAVED STREETS	293.89
	4/29/16	SUPPLIES	GENERAL FUND	PAVED STREETS	175.14_
				TOTAL:	469.03

## ===== FUND TOTALS =====

101	GENERAL FUND	107,551.57
202	MEMORIAL AUDITORIUM	4,989.26
214	EVENT CENTER	1,101.00
229	RECREATION	43,178.66
231	ECONOMIC DEV AUTHORITY	28,978.62
321	PIR/TRUNKS	1,252.00
401	IMPROVEMENT CONST	5,439.50
409	MUNICIPAL BUILDING	8.00
412	PRAIRIE VIEW LTD TID	5.00
425	OKABENA ESTATES	15.00
601	WATER	30,984.59
602	MUNICIPAL WASTEWATER	32,013.77
604	ELECTRIC	77,643.85
605	INDUSTRIAL WASTEWATER	5,646.00
606	STORM WATER MANAGEMENT	3,865.02
609	LIQUOR	41,050.25
612	AIRPORT	32,718.71
702	DATA PROCESSING	460.88

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GRAND TOTAL: 416,901.68  
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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A H HERMEL COMPANY	5/06/16	COFFEE	GENERAL FUND	SECURITY CENTER	38.34
	5/06/16	COFFEE	GENERAL FUND	SECURITY CENTER	38.34_
				TOTAL:	76.68
ARCTIC ICE INC	5/06/16	ICE	LIQUOR	NON-DEPARTMENTAL	83.32_
				TOTAL:	83.32
ARNOLD MOTOR SUPPLY	5/06/16	AUTO SUPPLIES	ELECTRIC	O-DISTR UNDERGRND LINE	6.49_
				TOTAL:	6.49
ARTISAN BEER COMPANY	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	137.40_
				TOTAL:	137.40
BELLBOY CORP	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,614.00
	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	238.00
	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	83.80
	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	995.37
	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	633.56
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	102.00
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	4.00
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	32.00
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	7.28
	5/06/16	SUPPLIES	LIQUOR	O-GEN MISC	75.00_
				TOTAL:	5,785.01
BELTLINE AUTOMOTIVE	5/06/16	SERVICE #102	ELECTRIC	O-DISTR SUPER & ENG	50.72_
				TOTAL:	50.72
BETZ BLINDS INC	5/06/16	REPLACE TILT BARRELS	GENERAL FUND	GENERAL GOVT BUILDINGS	51.00_
				TOTAL:	51.00
BEVERAGE WHOLESALERS INC	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	7,206.95_
				TOTAL:	7,206.95
BLUEGLOBES LLC	5/06/16	LIGHTS	AIRPORT	O-GEN MISC	93.50_
				TOTAL:	93.50
BOLTON & MENK INC	5/06/16	PRELIM & FINAL PLATTING	IMPROVEMENT CONST	BIOSCIENCE DR EXT '16/	1,064.42
	5/06/16	PRELIM & FINAL PLATTING	IMPROVEMENT CONST	DESIGN & PLAT 59 N.C.I	6,411.50
	5/06/16	PRELIM & FINAL PLATTING	IMPROVEMENT CONST	16 BIOSCIENCE DR ST WT	1,554.51
	5/06/16	PRELIM & FINAL PLATTING	IMPROVEMENT CONST	16 BIOSCIENCE DR WTR E	46.90
	5/06/16	PRELIM & FINAL PLATTING	IMPROVEMENT CONST	16 BIOSCIENCE DR SWR E	144.17
	5/06/16	CLOMR APPLICATION	STORM WATER MANAGE	PROJECT #18	12,957.00_
				TOTAL:	22,178.50
BORDER STATES ELECTRIC SUPPLY	5/06/16	GREEN MARKING PAINT	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	76.95
	5/06/16	GREEN MARKING PAINT	STORM WATER MANAGE	STORM DRAINAGE	76.95_
				TOTAL:	153.90
BREKTHRU BEVERAGE MINNESOTA WINE & SP	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	30.80
	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,818.51
	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,003.64
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	34.80
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	92.40_
				TOTAL:	9,980.15

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DACOTAH PAPER CO	5/06/16	BAGS	LIQUOR	O-GEN MISC	295.25_
				TOTAL:	295.25
DAKOTA SUPPLY GROUP INC	5/06/16	MCMILLAN	WATER	M-TRANS MAINS	3,350.31
	5/06/16	MCMILLAN	WATER	PROJECT #15	15,465.32_
				TOTAL:	18,815.63
DOLL DISTRIBUTING LLC	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	78.00-
	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	4,246.65
	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	9,266.05
	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	372.00_
				TOTAL:	13,806.70
ECHO GROUP INC	5/06/16	CONNECTORS	AIRPORT	O-GEN MISC	10.95_
				TOTAL:	10.95
EHRLERS & ASSOCIATES INC	5/06/16	2016 PUBLIC FINANCE SEMINA	GENERAL FUND	ADMINISTRATION	280.00_
				TOTAL:	280.00
FASTENAL COMPANY	5/06/16	NUT	ELECTRIC	O-DISTR MISC	0.39_
				TOTAL:	0.39
FIFE WATER SERVICES INC	5/06/16	SODIUM ALUMINATE	INDUSTRIAL WASTEWA	O-PURIFY MISC	9,895.60_
				TOTAL:	9,895.60
FULL COMPASS SYSTEMS LTD	5/06/16	SCREEN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	5,748.00
	5/06/16	MICROPHONE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	293.29_
				TOTAL:	6,041.29
JACKS UNIFORMS & EQUIPMENT	5/06/16	PANTS	GENERAL FUND	POLICE ADMINISTRATION	130.89
	5/06/16	PANTS	GENERAL FUND	POLICE ADMINISTRATION	125.89_
				TOTAL:	256.78
JERRY'S AUTO SUPPLY	5/06/16	SUPPLIES #419	GENERAL FUND	PAVED STREETS	8.05
	5/06/16	SUPPLIES #403/411	GENERAL FUND	PAVED STREETS	31.85_
				TOTAL:	39.90
JOHNSON BROTHERS LIQUOR CO	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	285.16
	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	8.30
	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,457.67
	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	405.20
	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,828.51
	5/06/16	BEER	LIQUOR	NON-DEPARTMENTAL	65.97
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	481.90
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	65.56
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	84.65_
				TOTAL:	7,682.92
KARLS CARQUEST AUTO PARTS INC	5/06/16	BATTERY 455 TORO	RECREATION	PARK AREAS	99.99_
				TOTAL:	99.99
LARSON CRANE SERVICE INC	5/06/16	2015 SAN CIPP FINAL VOUCHER	MUNICIPAL WASTEWAT	PROJECT #11	5,760.00_
				TOTAL:	5,760.00
LAW ENFORCEMENT LABOR SERVICES INC #27	5/06/16	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	245.00_
				TOTAL:	245.00



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LINCOLN-PIPESTONE RURAL WATER SYSTEM	5/06/16	APRIL WATER CONNECTIONS-EA WATER		O-SOURCE MISC	33,598.08
	5/06/16	APRIL WATER CONNECTIONS-WE WATER		O-SOURCE MISC	35,714.88_
		TOTAL:			69,312.96
MARTHALER FORD OF WORTHINGTON	5/06/16	OIL CHANGE #14-27	GENERAL FUND	POLICE ADMINISTRATION	14.10
	5/06/16	OIL CHANGE #14-27	GENERAL FUND	POLICE ADMINISTRATION	5.03_
		TOTAL:			19.13
MATHESON TRI-GAS INC	5/06/16	OXYGEN, MIRROR, HAZ NATL C GENERAL FUND		PAVED STREETS	31.81
	5/06/16	OXYGEN, MIRROR, HAZ NATL C GENERAL FUND		PAVED STREETS	54.51_
		TOTAL:			86.32
MINNESOTA CHIEFS OF POLICE ASSN.	5/06/16	ADV SKILLS SESSIONS	GENERAL FUND	POLICE ADMINISTRATION	110.00_
		TOTAL:			110.00
MINNESOTA ENERGY RESOURCES CORP	5/06/16	GAS SERVICE	GENERAL FUND	PAVED STREETS	71.57
	5/06/16	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	89.22
	5/06/16	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	499.29
	5/06/16	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	822.90
	5/06/16	GAS SERVICE	AIRPORT	O-GEN MISC	120.54
	5/06/16	GAS SERVICE	AIRPORT	O-GEN MISC	180.98_
		TOTAL:			1,784.50
MN CHILD SUPPORT PAYMENT CTR	5/06/16	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	466.54_
		TOTAL:			466.54
NOBLES COUNTY AUDITOR/TREASURER	5/06/16	1ST QTR POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	656.16_
		TOTAL:			656.16
OXFORD AUTOMOTIVE EXTERIORS LLC	5/06/16	REPAIR SQUAD #34	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	884.75
	5/06/16	REPAIR SQUAD #34	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	2,801.53_
		TOTAL:			3,686.28
PAUSTIS & SONS	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	1,183.48
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	16.25_
		TOTAL:			1,199.73
PEPSI COLA BOTTLING CO	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	136.85
	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	27.00_
		TOTAL:			163.85
PHILLIPS WINE & SPIRITS INC	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,388.85
	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,886.88
	5/06/16	MIX	LIQUOR	NON-DEPARTMENTAL	33.00
	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	588.64
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	99.59
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	84.91
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	28.63_
		TOTAL:			11,110.50
PRESCO INC	5/06/16	15 KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	14,898.16_
		TOTAL:			14,898.16
RESERVE ACCOUNT-ACCOUNT#30233498	5/06/16	POSTAGE REFILL	WATER	ADMIN OFFICE SUPPLIES	150.00
	5/06/16	POSTAGE REFILL	WATER	ACCTS-RECORDS & COLLEC	1,350.00
	5/06/16	POSTAGE REFILL	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	150.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	5/06/16	POSTAGE REFILL	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	1,350.00
	5/06/16	POSTAGE REFILL	ELECTRIC	ADMIN OFFICE SUPPLIES	300.00
	5/06/16	POSTAGE REFILL	ELECTRIC	ACCTS-RECORDS & COLLEC	2,700.00_
				TOTAL:	6,000.00
RILEY MARK	5/06/16	DMT CLASS REIMB	GENERAL FUND	POLICE ADMINISTRATION	9.53
	5/06/16	DMT CLASS REIMB	GENERAL FUND	POLICE ADMINISTRATION	60.00_
				TOTAL:	69.53
ROBINSON STEVE	5/06/16	EXPENSE REIMB	GENERAL FUND	ADMINISTRATION	424.46_
				TOTAL:	424.46
ROUND LAKE VINEYARDS & WINERY LLC	5/06/16	WINE	LIQUOR	NON-DEPARTMENTAL	588.00_
				TOTAL:	588.00
SHI INTERNATIONAL CORP	5/06/16	SLIDE ARM	GENERAL FUND	POLICE ADMINISTRATION	165.00_
				TOTAL:	165.00
SOUTHERN WINE & SPIRITS OF MINNESOTA	5/06/16	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,902.11
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	0.46
	5/06/16	FREIGHT	LIQUOR	O-SOURCE MISC	25.11_
				TOTAL:	1,927.68
STREICHER'S INC	5/06/16	BIKE PATROL SHORTS	GENERAL FUND	POLICE ADMINISTRATION	59.99_
				TOTAL:	59.99
TDS MEDIA DIRECT INC	5/06/16	ADVERTISING AMERICINN	LIQUOR	O-GEN MISC	498.00_
				TOTAL:	498.00
TRI-STATE RENTAL CENTER	5/06/16	DIAMOND BLADE RENTAL	GENERAL FUND	PAVED STREETS	129.95_
				TOTAL:	129.95
VANTAGEPOINT TRANSFER AGENTS-457	5/06/16	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	62.00_
				TOTAL:	62.00
VERIZON WIRELESS	5/06/16	CELL PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.31
	5/06/16	CELL PHONE SERVICE	GENERAL FUND	ADMINISTRATION	58.93
	5/06/16	CELL PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.62
	5/06/16	CELL PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.83
	5/06/16	AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	916.25
	5/06/16	CELL PHONE SERVICE	GENERAL FUND	PAVED STREETS	157.62
	5/06/16	CELL PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.31
	5/06/16	CELL PHONE SERVICE	RECREATION	PARK AREAS	36.31
	5/06/16	CELL PHONE SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.31_
				TOTAL:	1,367.49
WORTHINGTON AUTO SUPPLY	5/06/16	NEOFORM BEAM SQUAD #26	GENERAL FUND	POLICE ADMINISTRATION	25.42_
				TOTAL:	25.42
WYCOFF DANNY	5/06/16	3/19-4/22 MILEAGE	LIQUOR	O-GEN MISC	32.02
	5/06/16	2/6-3/18 MILEAGE	LIQUOR	O-GEN MISC	32.02
	5/06/16	1/2-2/5 MILEAGE	LIQUOR	O-GEN MISC	31.97_
				TOTAL:	96.01
ZEPE SALES & SERVICE-ACUITY SPECIALTY P	5/06/16	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	252.93_
				TOTAL:	252.93

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
===== FUND TOTALS =====					
101		GENERAL FUND	4,563.99		
202		MEMORIAL AUDITORIUM	6,072.60		
229		RECREATION	256.83		
231		ECONOMIC DEV AUTHORITY	499.29		
401		IMPROVEMENT CONST	9,221.50		
601		WATER	89,628.59		
602		MUNICIPAL WASTEWATER	8,159.85		
604		ELECTRIC	18,208.69		
605		INDUSTRIAL WASTEWATER	9,895.60		
606		STORM WATER MANAGEMENT	13,033.95		
609		LIQUOR	60,561.47		
612		AIRPORT	405.97		
703		SAFETY PROMO/LOSS CTRL	3,686.28		
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		GRAND TOTAL:	224,194.61		
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