

# **WORTHINGTON CITY COUNCIL**

## **AGENDA**

**7:00 P.M. - Monday, February 12, 2018**

**City Hall Council Chambers**

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

**B. INTRODUCTIONS AND OPENING REMARKS**

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

1. Additions/Changes
2. Closure

**D. CONSENT AGENDA**

1. CITY COUNCIL MINUTES (WHITE)
  - a. City Council Minutes of Regular Meeting January 22, 2018
  - b. City Council Minutes of Continued Meeting January 23, 2018
  - c. City Council Minutes of Special Meeting January 31, 2018
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
  - a. Water and Light Commission Minutes of January 16, 2018
  - b. Worthington Area Convention and Visitors Bureau Minutes of December 13, 2017
  - c. Traffic and Safety Committee Minutes of January 30, 2018
  - d. Water and Light Commission Minutes of February 5, 2018
  - e. Center for Active Living Committee Minutes of January 8, 2018
3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

**Case Item(s)**

1. Application for Exemption from Lawful Gambling Permit - Pheasants Forever Nobles County Chapter #14
2. Request to Amend 3.2% Off-Sale Beer License to Reflect Name Change - Wal-mart Stores, Inc.
3. Event Center Restocking of Supplies

4. Lease Agreement Between the City of Worthington and State of Minnesota Department of Administration, Department of Agriculture

4. **BILLS PAYABLE (WHITE)**

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

**E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)**

Case Items

1. Professional Services Agreement - Brunton Architecture
2. Adopt Resolution Accepting Art Mobile Donation

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

Case Items

1. Preliminary Plat of Prairie First Addition
2. Preliminary Plat of Worthington Community Second Addition
3. Final Plat of Worthington Community Second Addition
4. Conditional Use Permit - T & S Rentals, LLC
5. Housing Study Update - Maxfield Research & Consulting

**G. COUNCIL COMMITTEE REPORTS**

1. Mayor Kuhle
2. Council Member Janssen
3. Council Member Oberloh
4. Council Member Cummings
5. Council Member Ernst
6. Council Member Harmon

**H. CITY ADMINISTRATOR REPORT**

**I. CLOSED SESSION UNDER MINN. STATUTE. 13D.05, SUBD. 3(C)(3) -  
REAL ESTATE ACQUISITION - PARCELS NO. 31-3889-000, 31-3885-500,  
31-3887-500 (ADMINISTRATION CASE ITEM 3)**

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

**K. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING, JANUARY 22, 2018**

The meeting was called to order at 7:00 p.m. in City Hall Council Chambers by Council Member Alan Oberloh with the following Council Members present: None.

City Staff present: Steve Robinson, City Administrator; Janice Oberloh, City Clerk.

**LACK OF QUORUM**

Due to lack of a quorum as a result of the weather event, Council Member Oberloh stated the regular City Council meeting and the North Crailsheim Road Utility Extensions Hearing would be continued and reconvened at 3:00 p.m. on Tuesday, January 23, 2018 in City Hall Council Chambers.

Janice Oberloh, MCMC  
City Clerk



**WORTHINGTON CITY COUNCIL  
CONTINUED JANUARY 22, 2018 REGULAR MEETING**

The meeting was reconvened at 3:00 p.m. on Tuesday, January 23, 2018 in City Hall Council Chambers by Mayor Pro Tem Chad Cummings with the following Council Members present: Alan Oberloh, Amy Ernst, Mike Harmon - Mayor Mike Kuhle (3:09 p.m.); Council Member Janssen (3:10 p.m.).

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

Others present: Karl Evers-Hillstrom, The Globe; Terry Galswick, MN West Community and Technical College; John Landgaard, ISD 518; Randy Thompson, Worthington HRA; Andy Berg; La Donna and Scott Carlson.

The Pledge of Allegiance was recited.

**AGENDA CLOSED/APPROVED WITH ADDITIONS**

Staff requested the following additions to the agenda:

F.6. - *Authorization to Work with Brunton Architecture*

F.7. - *Request for Funding - Worthington Cemetery Association*

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

**PUBLIC HEARING AND RESOLUTION NO. 2018-01-05 AND RESOLUTION NO. 2018-01-06 ADOPTED ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS - NORTH CRAILSHEIM ROAD UTILITY EXTENSIONS**

Pursuant to published notice this was the time and date set for a public hearing for the North Crailsheim Road utility extensions.

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

Dwayne Haffield, Director of Engineering, noted this was a preliminary assessment hearing for the North Crailsheim Road Utility Extensions project, and provided information on the project so far. The School District petitioned for the project, and an adequate petition was received so only a simple majority vote is needed to move the project ahead. Two alternates were presented for the Sanitary Sewer - Alternate 1 was the gravity line extending to Fox Farm Road and Alternate 2 is the addition of a lift station. The gravity line option has a higher initial cost, but the projected life cycle cost of the lift station option is significantly higher. Mr. Haffield provided a summary of improvement costs as follows:

# SANITARY SEWER ALTERNATE 1

	LATERAL	TRUNK	TOTAL	
Trunk Fund		\$108,299.95	\$108,299.95	
Assessments	\$142,497.96	\$111,820.05	\$254,318.01	(52.8%)
City Share	<u>\$118,652.04</u>	<u>0.00</u>	<u>\$118,652.04</u>	
TOTAL	\$261,150.00	\$220,120.00	\$481,270.00	

# SANITARY SEWER ALTERNATE 2

	LATERAL	TRUNK	TOTAL	
Trunk Fund		\$196,526.53	\$196,526.53	
Assessments	\$41,654.63	\$71,673.47	\$113,328.10	(32.0%)
City Share	<u>\$43,745.37</u>	<u>0.00</u>	<u>\$43,745.37</u>	
TOTAL	\$85,400.00	\$268,200.00	\$353,600.00	

Staff was recommending Alternate 1 - the gravity option - based on the lower life cycle cost.

Mayor Kuhle asked if there was anyone present who wished to present testimony regarding the project.

John Landgaard - Stated the School District has no issue with the gravity system, but their long term plan would include athletic fields where they would not have a need for lateral service which will cost them \$50,000 in assessments.

There was no other testimony.

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

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve staff's recommendation to go with Alternate 1, gravity option, and adopt the following resolutions ordering the improvement:

RESOLUTION NO. 2018-01-05

ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2018-01-06

ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

(Refer to Resolution File for complete copy of Resolution)

**THIRD READING AND ORDINANCE NO. 1113 ADOPTED - MORATORIUM ASPHALT PLANTS**

Mayor Kuhle noted that Council would be taking this item out of order.

Pursuant to published notice this was the time and date set for the third reading of a proposed interim ordinance (moratorium) that would temporarily prohibit asphalt plants within the city limits. The moratorium would be in effect for one year for the purpose of protecting the planning process and the health, safety, and welfare of the citizens of the City until a study addressing the potential effects on public health and other concerns of an asphalt plant located within city limits can be completed.

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

ORDINANCE NO. 1113

AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM TEMPORARILY PROHIBITING ASPHALT PLANTS

(Refer to Ordinance File for complete copy of Ordinance)

**CONSENT AGENDA APPROVED**

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

- City Council Minutes of Regular Meeting January 8, 2018
- Minutes of Boards and Commissions - Worthington Housing and Redevelopment Authority Board Minutes of November 28, 2017; NEON Committee Minutes of December 14, 2017; Heron Lake Watershed Board Minutes of November 21, 2017; Worthington Public Arts Commission Minutes of December 21, 2017
- Application for Exemption from Lawful Gambling Permit - Worthington Area YMCA
- Application for Exemption from Lawful Gambling Permit - Worthington Okabena Windsurfers
- Bills payable and totaling \$1,525,220.73 be ordered paid

**WORTHINGTON HOUSING AND REDEVELOPMENT AUTHORITY 2016 PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) MANAGEMENT SCORE AND OVERALL SCORE FOR THE WORTHINGTON AGENCY**

Randy Thompson, Executive Director of the Worthington Housing and Redevelopment Authority, spoke to Council regarding notifications issued to The HRA Board and Mayor Kuhle by the Minneapolis Field Office of the US Department of Housing and Urban Development. The letter was to make them aware of the score received by the Worthington HRA on their 2016 Public Housing Assessment System (PHAS) management score and overall score for the Worthington Agency. The HRA received a PHAS score of 80 out of a possible 100 points and a score of 13 in the management category, resulting in the HRA receiving a Substandard Management designation for Fiscal year end December 31, 2016. Mr. Thompson said points were deducted for occupancy rate, but some of the un-occupied apartments were being remodeled and repaired, which took more than 60 days to complete. Had the Authority made a request for modernization, those units would have been exempt from the occupancy rate. Points were also deducted from the Capital Fund Program score due to occupancy rates. Also contributing to the reduced score was that the Doubtful accounts did not get written off until May of 2017 instead of the end of 2016. Mr. Thompson also noted that the PHAS scoring does not have an impact on Federal Funding that the HRA receives, only the inspection schedule. They are doing some things to improve the PHAS score for 2017 and 2018.

Following discussion, Mr. Thompson thanked Council for the opportunity to speak to them.

**2018 PAY EQUITY REPORT FOR 2017 DATA APPROVED**

City, County, and School Districts are required to complete a Pay Equity Implementation report to submit to the State every three years. The City's last report was made January 2015 for 2014 data, so is now due again. Deadline for submitting the report is January 31, 2018 for 2017 data, however, Council needs to approve the report prior to it being sent to the State. Staff had requested a preliminary review of the report by the Minnesota Management and Budget Department, and received notice that it was compliant, subject to passing the completeness and accuracy test.

The motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve the 2018 Pay Equity Report for 2017 Data.

**LELS 4 MEMORANDUM OF UNDERSTANDING AND REQUEST FOR PARTICIPATION IN MINNESOTA STATE RETIREMENT HEALTH CARE SAVINGS PLAN APPROVED**

The Minnesota State Retirement System (MSRS) offers a Post Retirement Health Care Savings Plan (HCSP) to employees of nearly all public employers within the State of Minnesota. The purpose of the HCSP is to provide a fund from which retired public employees can draw to cover health related expenses such as insurance premiums, medical bills, etc. Individual employees participating in the

HCSP accumulate (and utilize) their own individual fund balance through a variety of contribution methods. To qualify for the Post Retirement Health Care Savings Plan (HCSP), a public employer must establish a “group” of eligible employees and approve a consistent contribution method. The establishment of that group, the establishment of a contribution method and the authorization of the group to participate in the HCSP is normally accomplished through the provision in a collective bargaining agreement or a personnel policy.

The City of Worthington LELS #4 Police Department Non-Supervisory employees have a desire to be able to participate in the MSRS Post Retirement Health Care Savings Plan.

Following a discussion, the motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the following action:

The City of Worthington LELS #4 Police Department Non-Supervisory employees have a desire to be able to participate as a group in the Minnesota State Retirement System Post Retirement Health Care Savings Plan and that the contribution to the plan for each qualifying employee shall be:

1. Payroll deductions - \$25.00 per pay period
2. A one-time, lump sum contribution of the cash value of 100% of their accumulated Paid Time Off (PTO) vacation balance made at the time the qualifying employee retires to a PERA pension.
3. A one time lump sum contribution of one-third (1/3) of their accumulated Extended Sick Leave Bank (ESLB) balance made at the time the qualifying employee retires to a PERA pension.

### **CHANGE ORDER NO. 3 FOR LIQUOR STORE PROJECT APPROVED**

Staff submitted Change Order No. 3 for the Liquor Store Remodel project for Council approval. The Change Order includes:

- Eliminate new 2-inch water line intended to replace the existing 1-inch line. Modification of the plumbing fixtures will allow usage of the existing water line. DEDUCT \$3,644.00
- Remove 4-inches of existing concrete foundation at the front and rear additions to allow placement of the new concrete floor over the foundation. ADD \$575.00
- Add exterior lighting inverter per code review. ADD \$1,318.00
- Relocate fire access window on the west exterior wall and frame and drywall chase. It was discovered that structural frame lateral bracing was present behind the wall in the window location specified in the plans. ADD \$680.00

The Change Order results in a net deduct of \$1,071.00.

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve Change Order No. 3 for the Liquor Store Remodel project.

**AUTHORIZATION TO WORK WITH BRUNTON ARCHITECTURE FOR PAVILION AND BEACH NOOK PROJECT**

Steve Robinson, City Administrator, said the Community Growth Committee met last week with Cory Brunton of Brunton Architecture and listened to his vision primarily on the 10<sup>th</sup> Street Plaza project and somewhat on the Centennial Beach project. The Committee would like to work with him and were requesting Council authorization to have him start putting together some concepts of what the 10<sup>th</sup> Street Plaza might look like prior to getting a full contract in front of the Council. Mr. Robinson said he thought the concept work would be \$5,000 or less.

The motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to authorize staff to work with Brunton Architecture.

**REQUEST FOR FUNDING - WORTHINGTON CEMETERY ASSOCIATION**

Steve Robinson, City Administrator, noted the City and the County had received a request from the Worthington Cemetery Association for funding to help them with their budget short fall. He and Nobles County Administrator Tom Johnson have discussed the request, and agreed it would be a shared cost between the City and County if approved. The County has not yet acted on the request. Per statute, if a cemetery fails, the Counties are the first in line to take over. Mr. Robinson also noted that the Cemetery Association had not yet provided their financial statements.

Council determined that this should be discussed at a work session with the County Attorney and the City Attorney present, and that we need to get the Association's financial statements.

**CENTENNIAL PARK SPLASH PAD**

The Worthington Noon Kiwanis has participated in raising funds for a splash pad, which included the award of a \$50,000 matching grant from the Worthington Health Care Foundation. Staff has looked at potential locations for the project and determined that Centennial Park would be the most suitable location. Estimated cost of the splash pad is \$500,000. Staff was requesting Council authorization to proceed with the splash pad project contingent on the Noon Kiwanis securing their portion of the funding. Remaining funds would come out of the City's Community Growth fund.

Council Member Ernst questioned what the City's process is for these instances when a group raises funds towards a project to bring it forward to the City - Harmony Park was up for consideration in

Centennial Park before the splash pad, where are the priorities set? Todd Wietzema, Public Works Director, noted that the Harmony Park project was on hold until they work through some design issues. Steve Robinson, City Administrator, said it is troublesome when a civic group raises funds then throws it at the City without a policy in place. Council Member Ernst said she wants a work session to get a process in place. Mr. Wietzema said there are shoreline areas and impervious coverage requirements that still need to be looked at before determining that the splash pad would fit at Centennial Park.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to authorize staff to move forward with the project, contingent on the Noon Kiwanis securing their portion of the funding, and staffs findings that it does or does not fit at Centennial Park.

### **COUNCIL COMMITTEE REPORTS**

Mayor Kuhle - Reminded Council of the upcoming work session January 31<sup>st</sup> at 4:00 p.m.

Council Member Janssen - No meetings to report on but attended the Community Ed open house.

Council Member Oberloh - No meetings to report on.

Council Member Cummings - No meetings to report on.

Council Member Ernst - No meetings to report on.

Council Member Harmon - Attended the Community Ed open house. Reported on the Joint City/County/School Board meeting; reported on the Water and Light Commission meeting, and the Prairie Justice Center meeting.

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

Steve Robinson, City Administrator, reminded Council of the upcoming Chamber of Commerce Extravaganza event on Friday. He also noted that next Thursday and Friday he and Jason Brisson would be attending an Ehlers Public Finance Seminar in the Cities. On Monday, January 29<sup>th</sup> he will be meeting with Emily Carlson from the Census Bureau - they'll be looking at complete count committees in areas where they've had suspected undercounts. The League is having a number of meetings on the complete count committees - he's looking at attending the one in Marshall scheduled for April 11<sup>th</sup>. He's been contacted by the State Department Administration Office - they are looking for office space for a Department of Agriculture employee and will look at the BAC office.

### **ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 5:07 p.m.

**WORTHINGTON CITY COUNCIL  
SPECIAL MEETING, JANUARY 31, 2018**

The meeting was called to order at 4:00 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon.

Staff present: Steve Robinson, City Administrator; Todd Wietzema, Public Works Director; Janice Oberloh, City Clerk; Jason Brisson, Director of Community Development, Planning, Zoning and Building Services.

Others present: Karl Evers-Hillstrom, The Globe; Mark Brodine; LaDonna and Scott Carlson; Gail Holinka; Tom Johnson.

**MEMORIAL AUDITORIUM SEAT REPLACEMENT PROJECT APPROVED**

Staff was requesting allocation of funds and Council authorization to solicit quotes to replace the seats and perform additional improvements on the main level of Memorial Auditorium. Balcony improvements would be addressed in future years.

The new seats will be wider and row space will be increased for comfort, but the improvements will result in a loss of 75 seats. Steve Robinson, City Administrator, said the estimated costs for the project as presented are:

Seat Removal and Disposal	\$10,500
Removal and disposal of existing flooring materials, floor preparation:	\$15,500
Under seat floor patching and epoxy:	\$9,000
Carpet	\$10,100
New seats, furnish and installation	\$96,900
Contingency (10%)	<u>\$13,900</u>
<b>Total</b>	<b>\$152,900</b>

Funds would come from the extension of the local option sales tax, along with excess funds due to construction under runs for the Event Center and Memorial Auditorium projects. As the estimated cost of the seats is below \$100,000, the best value methodology with evaluation factors will be used to determine award of the quote, instead of the low bid. Council Member Oberloh clarified that the excess funds were not due to under runs on the projects but that the project costs lower than the estimated amount of sales tax necessary to be collected for them.

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve Staff's request to allocate funds and to authorize solicitation of quotes as requested, with the funds to come from the remaining local option sales tax.

**MEMORIAL AUDITORIUM EQUIPMENT FUNDING REQUEST APPROVED**



Memorial Auditorium Staff was requesting Council authorization to purchase the following items to update the necessary equipment to enhance performances and events at the Auditorium:

Estimated Cost and Order of Priority

1.	Light Board	\$14,499
2.	Audio Board	\$29,980
3.	LED Digital Remote Control Lights	\$31,980
4.	Wireless Microphones	\$29,705
5.	Intercom Headsets	\$3,395
6.	Lobby Carpet Replacement	\$8,020
7.	Power Distro	\$4,019
8.	Stage Draperies	<u>\$35,000</u>
	<b>Total</b>	<b>\$156,598</b>

Mark Brodine, Technical Advisor for the Auditorium, was at the meeting and discussed the equipment needs with Council. Funds would come from a donation of \$86,997.54 from the Vance Family in 2008 and designated for capital projects and equipment for Memorial Auditorium, of which there is \$31,450.95 remaining in the account. In addition to the Vance funds, the Finance Department was recommending use of excess funds available due to construction under runs for the Event Center and Memorial Auditorium, which will be finalized when we close out 2018. Current estimate of the excess is \$516,000 and is expected to increase by the time the sales and excise tax is terminated later this year.

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the equipment funding request for Memorial Auditorium, with funds to come from the remaining Vance Family donation and the excess sales tax funds.

**BOY SCOUTS AT PRAIRIE VIEW CLUBHOUSE**

Todd Wietzema, Public Works Director, was requesting Council approval for staff to draft an agreement allowing the Boy Scouts to use the clubhouse on the Prairie View grounds. The agreement would be structured around the following framework of in-kind compensation based on concerns expressed by the City Attorney:

- The Boy Scouts will install a new furnace in the clubhouse at a cost of \$17,500, which will become a permanent part of the building allowing year around use of the facilities.
- Representative of Scouts will mow and maintain the grounds around the building site - with labor estimated at approximately 5 hours per week throughout the 20 week growing season.
- Scouts representatives will mow the grass hiking trails throughout the Prairie View property. The estimated amount of labor to do this in-kind service is 6 hours per week throughout the 20 week growing season.

- The Scouts will provide an average of 6 hours per month of skilled labor including things like carpentry, plumbing, HVAC, or electrical services, to be used at the Prairie View site.

Mr. Wietzema pointed out that any contractors hired by the Scouts will be licensed. LaDonna Carlson, representing the Scouts, discussed plans for regional Scouting events, and their need for storage for their trailers.

Following discussion, it was Council consensus to allow staff to move ahead with drafting an agreement for the Boy Scout use of Prairie View Clubhouse, to be brought before Council for approval when completed.

### **PUBLIC WORKS FACILITY NEEDS DISCUSSION**

Staff was requesting a discussion regarding the Public Works facility needs, noting that they lost the storage space on Rowe Avenue a couple of years ago. Council Member Oberloh requested that this conversation be deferred until after the School Referendum vote as additional properties may become available. Council and staff agreed.

### **REGIONAL PARK DESIGNATION FOR PRAIRIE VIEW**

Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, said the Greater Minnesota Regional Park and Trails Commission had DNR legacy money that was used to fund State parks through the Commission, and they've now created a new layer of parks called Regional Parks. Only parks that have received that regional designation from the Commission are eligible to receive the funds. The Coordinator for the Commission was in town last week and toured the Prairie View site with he and Todd Wietzema, Public Works Director, who took the opportunity to tell him what our vision was for Prairie View. He liked the variation of the elevation and suggested that we start looking at how it would fit in with the region and look at recreation opportunities in southwest Minnesota. They also want a public engagement process to know if there will be an audience to use it as soon as it is built. They are currently working with Jackson County but Mr. Brisson said he got the feeling they haven't seen anything come forward yet. There are only 47 Parks and Trails that have achieved the designation within the state. The program started in 2013, and they have funded 13 of 19 applications received at an average of \$700,000. Mr. Brisson said he has some background with this from when he was with the SRDC in Appleton, his predecessor had worked with the Commission to get Granite Falls Memorial Park designated, and they were the first park to be designated. They received \$732,000, and Mr. Brisson actually wrote that request.

The Park and Trails Commission Rep is aware of the intent to have the Boy Scouts move to the Club House at Prairie View, and the easement the City has with the Watershed Board. He didn't seem to think it was a problem, and having the Boy Scouts out there may be even more of a plus. The only concern would be if they wanted to have camping space there and the Boy Scouts have private camping space, it would take that space out of availability for public use. That area may be removed

from the total park area. Todd Wietzema, Public Works Director, said the Rep was excited about the education opportunities regarding water quality at the site. Mr. Brisson said he thought it was worth the investment of time to put in an application and come up with a plan - they'll score it, and if it receives a compelling score we would need to develop a master plan. Steve Robinson, City Administrator, said we need to investigate what commitment the City is making on this ground if it were designated as a regional park. Council responded that they thought it was clear from this body and previous Councils that they wanted to keep it a permanent commitment. Council consensus was to move forward with the application.

### **ARTMOBILE**

Steve Robinson, City Administrator, said the Public Arts Commission applied for a grant from Arts Place through the Southwest Minnesota Housing Partnership to purchase and equip a vehicle to bring art instruction and activities throughout the city. If the Commission is awarded the grant, the role of the City would be to accept the donation of the vehicle and pay for the insurance, which under current policy would be about \$130 per year. The bus is a smaller transportation vehicle recently taken out of commission by the Transit Authority. Two vehicles are available for purchase for about \$1200 for the newer and less for the older bus. Prior to proceeding with the grant application, the City must agree to take ownership of the vehicle. The grant is intended to be a two-year grant to cover maintenance and operations - after the grant ends there is no plan for where the maintenance and the cost of the vehicle would go.

Gail Holinka, Public Arts Commission, said Phil Smith has agreed to allowing the bus to be stored at their site. The plan is to bring workshops to people that can't get to where art is. Bus stops will be identified, and there will be at least six scheduled work shops and some pop-ups. Band concerts, Boy Scout events and the soccer field will be included. No CDL will be required to drive it as it will be under the City's fleet. After the grant expires they will have a price point to work with businesses who wish them to come on site, and they will also apply to SMOC for additional grants.

Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, asked if the City would have an opportunity to use it since we would own it. Ms. Holinka replied they would.

### **ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 5:00 p.m.

Janice Oberloh, MCMC  
City Clerk

# **WATER AND LIGHT COMMISSION MINUTES**

## **REGULAR MEETING**

### **JANUARY 16, 2018**

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

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

Others present, None

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

Scott Hain, General Manager, requested the addition of *Discussion of Customer Classifications* to the agenda. A motion was made by Commissioner Hagen, seconded by Commissioner Harmon and unanimously carried to close the agenda with the addition of *Discussion of Customer Classifications*.

#### **CONSENT AGENDA APPROVED**

A motion was made by Commissioner Weg, 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 December 18, 2017
- Staff reports for December 2017
- Utility bills payable totaling \$637,292.26 for December 22 and December 29, 2017, and January 5 and January 12, 2018

#### **SALES REPORTS**

A motion was made by Commissioner Hagen, seconded by Commissioner Weg and unanimously carried to accept the electric and water sales reports for December 2017.

#### **SANITARY SURVEY REPORT**

On December 20, 2017, the Minnesota Department of Health conducted an on-site inspection of Worthington's public water supply. The letter from the Minnesota Department of Health (MDH) to the Water and Light Commission dated December 28, 2017, the Public Water Supply Inventory Report and the Sanitary Survey Report were reviewed with the Commission.

A motion was made by Commissioner Hagen, seconded by Commissioner Weg and unanimously carried to receive the Sanitary Survey Report from the Minnesota Department of Health.

### **COST-OF-LIVING ADJUSTMENTS**

A motion was made by Commissioner Weg, seconded by Commissioner Harmon and unanimously carried to approve cost-of-living adjustments (COLA's) of 3.5% in 2018, 3% in 2019 and 3% in 2020 and an increase in the maximum Extended Sick Leave Bank (ESLB) accrual from 800 to 900 hours for all non-union utility department employees. The City Council approved the changes for city employees at their January 8, 2018, regular meeting.

### **WELL LEVEL AND LEWIS & CLARK UPDATE**

Scott Hain, General Manager, updated Commission on the current status of the Lake Bella wells and Lewis and Clark related activities.

### **DISCUSSION ON CUSTOMER CLASSIFICATIONS**

Scott Hain, General Manager, reported that he had recently been contacted by a utility customer questioning the commercial classification of the storage unit that they own as opposed to a residential classification. The storage unit in question is part of a recently developed "common interest community" where multiple buildings have been constructed and portions of the buildings are sold with conveyance of a warranty deed. Mr. Hain reported that the most significant difference in rates between the two classes is that the monthly commercial electric customer charge is \$24.15 and the monthly residential electric customer charge is \$12.60.

Mr. Hain reported that past and current practice for determining a service's classification (residential or commercial) is whether or not it is serving a "dwelling" or is directly associated with a "dwelling" (i.e. located on the same property) such as a separate service to a detached garage or shop that is not being used for commercial purposes. Several existing examples were provided.

After substantial discussion it was the consensus of the Commission to maintain the existing criteria for determining customer service classifications.

### **COMMISSION COMMITTEE REPORTS**

Commissioner Weg reported that the Worthington Regional Economic Development Corporation will be holding a Board of Directors planning session in the near future.

Commissioner Hagen reported that he attended a Nobles Economic Opportunity Network (NEON) meeting on January 11, 2018. Possible improvement of the exterior appearance of the ground storage water reservoir was discussed.

Water and Light Commission Minutes

January 16, 2018

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Commissioner Hoffmann reported that Scott Hain, General Manager, was presented with the City of Worthington's annual Excellence of Leadership Award at a reception held on January 6, 2018, at the Historic Dayton House.

**ADJOURNMENT**

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

Deb A. Scheidt

Secretary to the Commission

Worthington Area Convention & Visitors Bureau  
Board of Directors Meeting  
December 13, 2017  
Chamber of Commerce/CVB Office  
4:27 p.m.

Present: Andy Johnson, Chad Cummings, Ryan McGaughey, Maria Thier, Nicholas Raymo, Jenny Andersen-Martinez, Brad Meester, Jeff Rotert Alyssa Benson, Gwen Post, Jeff Nickel, Darlene Macklin and Ashley Goettig.

Excused Absence: Jessica Noble, Maria Parga, Brian Wind, Nancy Vaske, Len Bakken and Jesse Flynn.

Chairperson of the Board Andy Johnson presiding.

A motion was made by Nicholas Raymo, seconded by Maria Thier, and passed unanimously to approve the agenda as presented.

A motion was made by Chad Cummings, seconded by Brad Meester, and passed unanimously to approve the minutes of the September 27, 2017 Board of Directors meeting.

A motion was made by Brad Meester, seconded by Chad Cummings, and passed unanimously to accept the September, October and November, 2017 financial statements as presented.

Election of 2018 Officers: The Nominating Committee reported their recommendation to appoint the following individuals as officers for 2018: Jessica Noble, Chair of the Board, Ryan McGaughey Vice-Chair of the Board, and Brad Meester, Treasurer. A motion was made by Maria Thier, seconded by Jeff Rotert and passed unanimously to approve the 2018 Officers as presented.

Approval of the 2018 Budget: It was reported that there were not any significant changes with the 2018 budget. A motion was made by Ryan McGaughey, seconded by Jenny Andersen-Martinez and passed unanimously to approve the 2018 budget as presented.

Review 2018 Priorities: A review of the 2018 Priorities, determined at the Planning Conference was distributed to the Board. They were asked if they had any questions, comments or concerns. A suggestion was made to set a timeline for the priorities and come back to the Board of Directors with the timeline and quantifiable action plans. A motion was made by Nicholas Raymo, seconded by Maria Thier and passed unanimously to approve the 2018 Priorities with timeline and action plans when available.

## Board of Directors Meeting Continued, Page 2

Hotel/Marketing Purpose, Goals, Objectives Approval: The Board of Directors were presented with the updated purpose, goals and objectives of the newly combined Hotel and Marketing Committee. A motion was made by Chad Cummings, seconded by Maria Thier and passed unanimously to approve the purpose, goals and objectives of the Marketing/Hotel Committee.

Committee Reports: Marketing/Hotel Committee – The committee reviewed various advertising possibilities. They also discussed Winterfest Royalty Prizes. The question was raised, if the hotel cleanliness concerns of Norwood Inn & Suites was discussed. Board member Cummings reported that he knows of a businessman who stayed there recently who would be willing to write a concerned letter in regards to the cleanliness.

Sports & Recreation – The committee is working on the Wild Turkey Shoot-Out Basketball Tournament. They are also a sponsor of the Holiday Classic tournament.

Winterfest – Plans are well under way for Winterfest with many new events taking place during the Winterfest weekend, January 19-21, 2018.

City Report: A community/economic development investment fund has allocated money toward housing along with community amenities including a splash pad, 10<sup>th</sup> Street/2<sup>nd</sup> Avenue redevelopment and the Beach Nook redevelopment.

Next Meeting: The next meeting of the board will be held on Wednesday, January 31<sup>st</sup>.

Meeting was adjourned by consensus at 4:53 p.m.

Respectfully Submitted,

Darlene Macklin, Executive Director



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

**CITY OF WORTHINGTON**  
**TRAFFIC AND SAFETY COMMITTEE MINUTES**  
1:30 p.m., Tuesday, January 30, 2018 City Hall Council Chambers

The meeting was called to order by Mark Nelson at 1:33 p.m. in City Hall Council Chambers .

Members Present: Jason Brisson, Mark Nelson, Al Oberloh, Steve Schnieder, Dave Skog,  
Todd Wietzema, Brett Wiltrout  
Members Absent: Dwayne Haffield  
Others Present: Merle Klosterbuer, Jerry Vogt

**Approval of Minutes**

Al Oberloh motioned to approve the minutes from October 31, 2017 meeting. Todd Wietzema seconded the motion and it passed unanimously.

**Traffic and Safety Committee Business**

**Parking Restrictions on Douglas Avenue**

Written comments from the public were received. Al Oberloh explained that he had been approached by some of the property owners in the Douglas Avenue area, north of Oxford Street who have concerns for the safety of pedestrians due to the amount of cars parked on the side of the street.

Merle Klosterbuer stated there are many people in the neighborhood who walk in the street and not down the side of the road but in the middle. He noted the pedestrians are difficult to see during certain times of the day due to dim lighting and the amount of cars parked on either side of Douglas Avenue. Mr. Klosterbuer stated he is concerned for the safety of the pedestrians.

Jerry Vogt stated that parking on both sides of Douglas Avenue was an issue noting more vehicles in the street due to the employees of a the group home located in the neighborhood using the street for parking as well as what was thought to be a home based mechanics business in the neighborhood. Mr. Vogt also stated traffic does not come to a complete stop at the intersections in that neighborhood.

Todd Wietzema stated he is not in favor of parking restrictions on Douglas Avenue, adding he did not feel Douglas Avenue was more unique than any of the other streets in town where cars are allowed to park on both sides.

Mr. Klosterbuer inquired about a sidewalk being installed from Evelyn Street to Spring Avenue. Al Oberloh stated years ago there was a plan to put sidewalks in that area of town and public pressure put that subject on the back burner because the property owners didn't want the increased maintenance or cost.

Steve Schnieder explained that by allowing parking on both sides of the street traffic speed is actually reduced where if parking were only to be allowed on one side of the street or not at all

that would not be the case.

Jason Brisson proposed to suggest temporarily eliminating parking on one side of the street until a sidewalk was installed. Al Oberloh stated temporary actions would only confuse people. After additional discussion Todd Wietzema made a motion not to enforce any parking restrictions but instead have PD monitor the area and bring the topic back to the Traffic and Safety Committee in 2-3 months to see if any changes have taken place. Steve Schnieder seconded the motion and it unanimously passed.

Jason Brisson will look into the possible home based mechanics business on the corner of Skyline Drive and N. Douglas.

Al Oberloh added that he would like to see a traffic count of the area before discussing the issue again in the future. Brett Wilttrout stated that PD would put the cart out.

### **Adjournment**

As there was no other business before the Committee, Steve Schnieder motioned to adjourn the meeting at 2:05 p.m.

Angela Thiner  
Secretary

# **WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING FEBRUARY 5, 2018**

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

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

Others present: None

## **AGENDA ADDITIONS/CLOSURE**

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

## **CONSENT AGENDA APPROVED**

A motion was made by Commissioner Weg, 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 January 16, 2018
- Utility bills payable totaling \$250,147.20 for January 19, January 26 and February 2, 2018

## **2017 SAFETY, SERVICE QUALITY AND DISTRIBUTION RELIABILITY STANDARDS**

Scott Hain, General Manager, reviewed the Worthington Public Utilities 2017 Safety, Service Quality and Distribution Reliability Standards report with Commission members. Minnesota statutes require that municipally-owned electric utilities make an annual report on their adopted standards to their local governing body. The 2017 Commission-adopted goals were:

SAIDI (minutes)	10.00 or less
SAIFI (frequency)	0.33 or less
CAIDI (minutes)	60.00 or less

Mr. Hain reported that the SAIDI (2.636 in 2017) and SAIFI (0.033 in 2017) goals were met in 2017. The CAIDI goal (78.96 in 2017) was not met due to planned maintenance outages. Utility staff reported that a busy construction season is planned for 2018 so less time will be allowed for maintenance related work. As a result, utility staff recommended maintaining the same set of goals for 2018.

After review of the report, a motion was made by Commissioner Hagen, seconded by Commissioner Weg and unanimously carried to formally accept the 2017 Safety, Service Quality and Distribution Reliability Standards report and to retain the same SAIDI, SAIFI and CAIDI goals for 2018.

### **DISCUSSION ON ELECTRIC DISTRIBUTION OPERATION AND MAINTENANCE AGREEMENT BETWEEN WORTHINGTON PUBLIC UTILITIES AND BREWSTER**

Staff and the Commission discussed the existing Electric Distribution System Operation and Maintenance Agreement that has been in place between Worthington Public Utilities (WPU) and the City of Brewster since 2007. A copy of the agreement was provided to Commission members for their review.

Staff pointed out that, under the existing agreement, Worthington provides maintenance, repairs and operational assistance as requested by Brewster on an “as called for” and “as available” basis and it is at Worthington’s discretion to determine their availability to perform the work and determine the size of the crew and equipment needed to perform the work. It was also pointed out that the agreement states that Worthington will assist Brewster in the development of specifications for material and equipment that is comparable and compatible with the material and equipment utilized in Worthington’s electric distribution system.

After discussion and in anticipation of Brewster’s request to possibly provide additional services, utility staff requested the Commission’s opinion on whether to proceed with further discussions with Brewster. While no formal action was taken, the Commission was supportive of proceeding. Mr. Hain reported that if Brewster does express an interest in proceeding that he and Patrick Demuth, Electric Superintendent, will inform them of WPU’s expectations and an evaluation of their electric distribution system will be conducted to determine what issues need to be addressed along with associated costs to Brewster.

### **LEWIS & CLARK UPDATE**

Scott Hain, General Manager, provided the Commission with an update on Lewis and Clark related activities.

### **WELL LEVEL UPDATE**

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

### **COMMISSION COMMITTEE REPORTS**

Commissioner Hoffmann reported that he will be attending a meeting on February 6, 2018, to further discuss a housing development plan for the development of new single-family residential areas in the City of Worthington.

Water and Light Commission Minutes

February 5, 2018

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### **ADJOURNMENT**

A motion was made by Commissioner Hagen, seconded by Commissioner Weg and unanimously carried to adjourn the meeting at 4:17 P.M. President Hoffmann declared the meeting adjourned.

Deb A. Scheidt

Secretary to the Commission

## CAL Committee Meeting Minutes

Date: January 8, 2018

Time: 9:00 am

Place: CAL Meeting Room

Present: Mary Luke, Andy Johnson, Nancy Hofstee, Marie Hoffman, Maria Parga, Marcy LaVelle, Julie Bunjter, Diane Graber, John Widboom, Julie Haas.

Absent: Mike Harmon, Jerry Perkins.

Guest: Nancy Hansen from Thrivent

Welcome and Call to Order: Meeting was called to order at 9:03 by Marcy LaVelle.

501c3/Endowment/Fundraising: Andy Johnson presented information from his meeting with the SW Initiative Foundation (SWIF). (Jeff V). This agency is a 501C3 and a non-profit. The first requirement would be for the CAL to set up an endowment fund with SWIF. We would need \$10,000 up-front as a starting fee and this monies is not touched. The CAL would receive a check for the interest earned annually. The CAL would need a private donation of monies; ask the city for money, or have a fund raiser to obtain the starting fee.

The advantage for the CAL to work with SWIF is they manage and disburse the money and is the 501C3 on our behalf. There would be a managing fee charged to the CAL. The CAL would not need to seek their own 501C3 status. Donations received after the initial requirement is met can be spent by the CAL (sub-fund) and the donor(s) can itemize their donation on their taxes since SWIF is the 501C3 agency.

Generally, the members agreed that this is a solution to our struggles of whether or not to become a 501C3. No motion or vote was made. Next, Andy will go to the City with this information and also inform Mike Harmon, the city council rep on this board.

Our guest, Nancy Hansen from Thrivent described the Thrivent organization which is a not-for-profit insurance company with a 501C3 status. Refer to the handouts also. This organization used to be for Lutherans only but in the last 5 years it is open for anyone to buy their products.

For Thrivent members there are 2 programs they can choose from to donate money. 1. Thrivent Choice dollars: quarterly donations which if not used they are lost. 2. Thrivent Action Teams: gives the member 3 options: 1. a service project, 2. fund raiser, 3. educational. A CAL member had expressed interest in directing her Choice dollars to the CAL, but was unable to do so given that the CAL is not a 501c3. For the Action Teams, the member receives a debit card of \$250. Nancy is willing to return to one of our meetings in the future or offer an educational talk at the CAL.

Other business: Mary asked if the board had any ideas of businesses that might

sponsor lunch at the CAL. New suggestions were Reading Bus Lines, WFSL, Bioverse.

Election of officers: Motion made by Nancy and seconded by Diane to have Marcy continue to lead our meetings. Carried. The taking of minutes will continue rotating between 3 or 4 members. Marie Hoffman volunteered to take minutes in February.

December meeting Minutes: Motion made by Marie and seconded by Julie to approve the December board meeting minutes. Carried.

Topics for next month: A report from Andy after meeting with city council; CAL scholarships.

Other Business: Mary will take care of gym floor problems, the need for more coat racks, shoe storage, and winter wetness/rug problems. John Widboom offered to purchase new paddles for pickleball in Gloria Widboom's memory.

Next Meeting/Adjournment: Motion to adjourn made by Julie and seconded by Nancy. Carried. Meeting was adjourned at 10:25. Next meeting is February 12, 2018 at 9 AM.

Respectfully submitted,  
Nancy Hofstee acting secretary

## ADMINISTRATIVE SERVICES MEMO

**DATE: FEBRUARY 8, 2018**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

### CONSENT AGENDA CASE ITEMS

**1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - PHEASANTS FOREVER NOBLES COUNTY CHAPTER #14**

Pheasants Forever Nobles County Chapter #14 has submitted an Application for Exemption from Lawful Gambling as follows:

Organization:	Pheasants Forever Nobles County Chapter #14
CEO:	Scott Rall
Type of Event:	Raffles
Date and Location of Event:	March 23, 2018 Wgtn Event Center, 1447 Prairie Drive, Worthington

The application (included as *Exhibit 1*) must be approved by the Local Governing Board prior to submission to the State for approval.

Council action is requested on the application for Exemption from Lawful Gambling submitted by Pheasants Forever Nobles County Chapter #14.

**2. REQUEST TO AMEND 3.2% OFF-SALE BEER LICENSE TO REFLECT NAME CHANGE - WAL-MART STORES, INC.**

(*Exhibit 2*) is a letter from Larkin Hoffman on behalf of Wal-Mart Stores, Inc. notifying us that they are in the process of changing their corporate name from Wal-Mart Stores, Inc. to Walmart Inc., and are requesting an amendment to their 3.2% Off-Sale Beer License issued by the City of Worthington to reflect that change. None of the corporate officers or other relevant information has changed. The State of Minnesota Alcohol and Gambling Division only requests that a certification form be issued to them indicating the change. Staff would then issue a new 3.2% Off-Sale license to Walmart, Inc. reflecting the change.

As the City of Worthington issues the 3.2% Beer Licenses, the State does not require local approval of the amended license prior to submitting the certification form to them, but staff is requesting Council approval to amend their license to reflect the name change.



Council action is requested to approve the amended license.

**3. EVENT CENTER RESTOCKING OF SUPPLIES**

Management of the City's Event Center has requested authorization to re-stock supplies to the 2013 starting inventory level. The supplies include plates, flatware, stemware and linens. The cost for the supplies is \$22,810.79. The proposal from Culinex is included as ***Exhibit 3***.

The Event Center Fund, accumulated from monthly receipts, had a balance on December 31, 2017 of approximately \$89,000.00.

Council Action: Approve a budget amendment to the Event Center Fund to purchase supplies.

**4. LEASE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION, DEPARTMENT OF AGRICULTURE**

City staff was approached by a representative of the Minnesota Department of Administration seeking a rental office space for a new employee of the Department of Agriculture. They were advised of the availability two office spaces in the Biotechnology Advancement Center that were previously rented to Grazix Animal Health. They have selected the smaller of the two offices (164 SF) and offered monthly rent of \$101 which is the amount per square foot paid by Grazix in 2014. Staff declined their offer and countered with \$200.00 per month which was subsequently accepted by the State. The lease (included as ***Exhibit 4***) is for two years beginning on March 1, 2018.

The lease has been reviewed by the City Attorney and recommended changes have been returned to the State representative.

Council approval is requested upon approval of the lease by the city attorney.

**CASE ITEMS**

**1. PROFESSIONAL SERVICES AGREEMENT - BRUNTON ARCHITECTURE**

The Community Growth Committee met with Corey Brunton of Brunton Architecture, Mankato, to discuss architecture and engineering services for the 10th Street Plaza and Beach

Nook projects. The Committee requested that Brunton submit a proposal for professional services for the above projects. The proposal is included as ***Exhibit 5***.

Compensation for their services is proposed to be eight (8%) percent of the Owner's budget for the Cost of Work. Brunton's services will be performed in five phases. Approval by the City will be required prior to commencing each subsequent phase. The work phases and compensation for each phase are:

- |    |                         |   |
|----|-------------------------|---|
| 1. | Schematic Design        | Twenty-five (25%) percent of total fee    |
| 2. | Design Development      | Twenty (20%) percent of total fee         |
| 3. | Construction Documents  | Forty-five (45%) percent of the total fee |
| 4. | Bidding and Negotiating | Five (5%) percent of the total fee        |
| 5. | Construction Admin.     | Five (5%) percent of the total fee        |

Civil/Site Engineering are not included in Brunton's services.

The Community Growth Committee recommends approval of the agreement between Brunton Architects & Engineers and the City of Worthington and to authorize signing of the agreement by the Mayor and Clerk upon review and approval by the City Attorney.

**2. ADOPT RESOLUTION ACCEPTING ART MOBILE DONATION**

Community members Gail Holinka and Bobbie Alsgaard-Lien applied for an ArtPlace grant through the Southwest Minnesota Housing Partnership to purchase and equip a small bus to be used to bring art projects to public events and neighborhoods throughout Worthington. The grant stipulates that the City will be Owner of the vehicle and provide insurance.

The resolution accepting the donation is included as ***Exhibit 6***.

Council action is requested to adopt the resolution as presented and authorize the Mayor and City Clerk to sign any necessary agreements.

**3. CLOSED SESSION UNDER MINN. STATUTE. 13D.05, SUBD. 3(C)(3) - REAL ESTATE ACQUISITION - PARCELS NO. 31-3889-000, 31-3885-500, 31-3887-500**

Council is asked to consider the purchase of real property; and develop terms and conditions of a potential offer.

**LG220 Application for Exempt Permit**

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

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

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

**Application Fee (non-refundable)**

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

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

**ORGANIZATION INFORMATION**

Organization Name: Pheasants Forever Nobles County Chapter #14 Previous Gambling Permit Number: \_\_\_\_\_

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

Mailing Address: P.O. Box 1033

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

Name of Chief Executive Officer (CEO): Scott Rall

CEO Daytime Phone: \_\_\_\_\_ CEO Email: scottarall@gmail.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

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

Physical Address (do not use P.O. box): 1447 Prairie Drive

Check one:

☒ City: Worthington Zip: 56187 County: Nobles

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): March 23, 2018

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$15,000.00)

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

11/17  
Page 2 of 2

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

☐

The application is acknowledged with no waiting period.

☐

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

☐

The application is acknowledged with no waiting period.

☐

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 01/25/2018  
(Signature must be CEO's signature; designee may not sign)

Print Name: Scott Rall

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

Exhibit 1



**Larkin Hoffman**

8300 Norman Center Drive  
Suite 1000  
Minneapolis, Minnesota 55437-1060

GENERAL: 952-835-3800

FAX: 952-896-3333

WEB: [www.larkinhoffman.com](http://www.larkinhoffman.com)

January 26, 2018

Janice Oberloh  
City of Worthington  
303 - 9th St.  
Worthington, MN 56187

**VIA U.S. MAIL**

**Re: Amendment to 3.2% Liquor License for Walmart Inc.**

Dear Ms. Oberloh:

Our law firm represents Walmart regarding a slight change to the corporate name on the 3.2% liquor license held in your city. Walmart is in the process of changing its corporate name from Wal-Mart Stores, Inc. to Walmart Inc., and we wish to amend the existing liquor license to reflect the new name. This change will become effective February 1, 2018.


Please sign and forward the attached *Certification of an On Sale Liquor License, 3.2% Liquor License, or Sunday Liquor License* form to the Minnesota Department of Public Safety at the address on the top of the form.

Also, just for your information, I have attached the Certificate of Insurance, the name reservation filed through the Minnesota Secretary of State, and the Delaware Certificate of Amendment, however these documents do not need to be forwarded to the State. (Per the DPS, since 3.2% alcohol is not classified as intoxicating liquor, the Certificate of Insurance does not need to be attached to the form.)

You will note that none of the corporate officers or other relevant information for Walmart has changed.

Please feel free to contact me with any questions or if you require additional information prior to sending the certification form to the State. Thank you for your assistance.

Best regards,



Jacquie Ridgway, Paralegal, for  
Larkin Hoffman

Direct: 952-896-3392

Email: [jridgway@larkinhoffman.com](mailto:jridgway@larkinhoffman.com)

Enclosures










# Quote

01/27/2018



**Project:**  
WORTHINGTON EVENT CENTER  
1477 PRAIRIE DRIVE  
WORTHINGTON, MN 56187-5190

**From:**  
Culinex  
Judy Broeren  
1802 First Ave S  
PO Box 2925  
Fargo, ND 58108-2925  
701-232-4428

Item	Qty	Description	SELL	SELL Total
1	8 dz	<b>PLATE, CHINA</b>  Vertex China Model No. AL-16 Packed 1 dz Plate, 10-1/2" dia., round, Premium, Euro, Alpine Collection, Undecorated	\$172.99	\$1,383.92
ITEM TOTAL:				<b>\$1,383.92</b>
2	20 dz	<b>FORK, DINNER EUROPEAN</b>  Oneida Model No. B023FDIF Packed 1 dz European Table Fork, 8", 18/0 stainless steel, Mascagni II™ (Open-stock item, minimum = case quantity)	\$35.22	\$704.40
ITEM TOTAL:				<b>\$704.40</b>
3	25 dz	<b>FORK, DESSERT</b>  Oneida Model No. B023FDEF Packed 1 dz Salad/Dessert Fork, 7", 18/0 stainless steel, Mascagni II™ (Open-stock item, minimum = case quantity)	\$26.82	\$670.50
ITEM TOTAL:				<b>\$670.50</b>
4	40 dz	<b>COFFEE / TEASPOON</b>  Oneida Model No. B023STSF Packed 1 dz Teaspoon, 5-3/4", 18/0 stainless steel, Mascagni II™ (Open-stock item, minimum = case quantity)	\$21.57	\$862.80
ITEM TOTAL:				<b>\$862.80</b>
5	14 dz	<b>DINNER KNIFE</b>  Oneida Model No. B023KPTF Packed 1 dz Table Knife, 9-1/2", 1-piece, 18/0 stainless steel, Mascagni II™ (Open-stock item, minimum = case quantity)	\$66.54	\$931.56

Item	Qty	Description	SELL	SELL Total
			<b>ITEM TOTAL:</b>	<b>\$931.56</b>
6	300 ea	<b>LINEN NAPKIN</b> Marko by Carlisle Model No. 53781717NM049 Packed 12 EA SoftWeave™ Napkin, merrowed edge, 17" x 17", spun filament polyester, sandalwood	\$1.67	\$501.00
			<b>ITEM TOTAL:</b>	<b>\$501.00</b>
7	900 ea	<b>LINEN NAPKIN</b> Marko by Carlisle Model No. 53781717NM010 Packed 12 EA SoftWeave™ Napkin, merrowed edge, 17" x 17", spun filament polyester, white	\$1.39	\$1,251.00
			<b>ITEM TOTAL:</b>	<b>\$1,251.00</b>
8	4 dz	<b>SALT / PEPPER SHAKER</b> Tablecraft Products Model No. 83S&P Packed 12 dz Eiffel Tower Salt/Pepper Shaker, 1 oz., glass, dishwasher safe, chrome plated tops (2 dozen minimum order)	\$7.39	\$29.56
			<b>ITEM TOTAL:</b>	<b>\$29.56</b>
9	24 ea	<b>PITCHER, STAINLESS STEEL</b> Tablecraft Products Model No. 202 Packed 12 ea Bell Water Pitcher, 2 qt., dishwasher safe, 18/8 dishwasher safe, stainless steel, mirror finish (1 each minimum order)	\$28.59	\$686.16
			<b>ITEM TOTAL:</b>	<b>\$686.16</b>
10	12 ea	<b>BUS BOX / TUB</b> Tablecraft Products Model No. 1537E Packed 12 ea Tote Box, 22" x 16" x 7", recycled, dishwasher safe, high density polyethylene, black (12 each minimum order)	\$6.40	\$76.80
			<b>ITEM TOTAL:</b>	<b>\$76.80</b>
11	22 dz	<b>GLASS GOBLET</b> Anchor Hocking Model No. 90017 Packed 1 dz Water Glass, 11-1/4 oz., Novita (24 each per case, contact factory for availability)	\$38.48	\$846.56
			<b>ITEM TOTAL:</b>	<b>\$846.56</b>
12	34 dz	<b>GLASS GOBLET</b> Anchor Hocking Model No. 90016 Packed 1 dz Goblet, 13-3/4 oz., Novita (24 each per case, contact factory for availability)	\$40.49	\$1,376.66
			<b>ITEM TOTAL:</b>	<b>\$1,376.66</b>
13	12 dz	<b>OLD FASHIONED / ROCKS GLASS</b>	\$31.51	\$378.12

Initial: \_\_\_\_\_

Item	Qty	Description	SELL	SELL Total
		Libbey Glass Model No. 15710 Packed 1 dz Rocks Glass, 9 oz., stackable, DuraTuff®, Endeavor™ (H 3-7/8"; T 3-1/2"; B 2-1/4"; D 3-1/2")		
			ITEM TOTAL:	\$378.12
14	300 ea	<b>LINEN NAPKIN</b> Marko by Carlisle Model No. 53781717NM010 Packed 12 EA SoftWeave™ Napkin, merrowed edge, 17" x 17", spun filament polyester, white	\$1.39	\$417.00
			ITEM TOTAL:	\$417.00
15	40 ea	<b>TABLE CLOTH</b> Marko by Carlisle Model No. 537888CCTM010 TBLCLTH SFTPLN 88 X 154 WHITE **NOTE: CULINEX ORIGINALLY ORDERED THE TABLE CLOTHES OUR P/O #096972	\$109.74	\$4,389.60
			ITEM TOTAL:	\$4,389.60
16	40 ea	<b>TABLE CLOTHES</b> Marko by Carlisle Model No. 537894BEQQ010 CONFCLTH SFTPLN 94 X 130 CNTRSM WHITE **NOTE: CULINEX ORIGINALLY ORDERED THE TABLE CLOTHES OUR P/O #096972	\$152.21	\$6,088.40
			ITEM TOTAL:	\$6,088.40
100	1 ea	<b>TERMS:</b> Custom 50% DOWN PAYMENT WITH SIGNED CONTRACT TO PLACE ORDERS 40% DUE BEFORE DELIVERY 10% DUE WITH FINAL INVOICE		
			Merchandise	\$20,594.04
			Freight	\$650.00
			Tax 7.375%	\$1,566.75
			Total	\$22,810.79



**Terms of Sale:**

The risk in the Goods shall pass to the Buyer on delivery, but the title to the goods shall remain vested in the Seller until the Seller has received payment in full in cleared funds. Do not give carrier clear receipt if you find shipment damaged or short. Receipt from carrier ends our responsibility. Please make claim with carrier. Do not deduct from invoice. A finance charge of 1.5% per month will be added to all amounts beyond terms. This is an annual percentage rate of 18%. Minimum finance charge is \$.50. All special orders require a minimum 30% down payment. I understand and agree to these term.

Initial \_\_\_\_\_

**Returns:**

All regular stocking items may be returned for full credit in new un-used condition in the original packaging. Non-stock or special order items may be returned provided the factory will take them back in new un-used condition in original packaging. A restocking charge (30% minimum) plus any return freight charges incurred will be applied to your account. Custom fabrication or made to order items may not be returned for credit. All items must be returned within 30 days of invoice. I understand and agree to the returns policy.

Initial \_\_\_\_\_

Acceptance: \_\_\_\_\_

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

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

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

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

Project Grand Total: \$22,810.79

# STATE OF MINNESOTA

## LEASE

LEASE NO. **12236**

THIS LEASE is made by and between City of Worthington, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Agriculture.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Worthington, County of Nobles, Minnesota 56187:  
  
Approximately one hundred sixty three (163) usable square feet of space, as shown on the floor plans attached hereto and incorporated herein as Exhibit A, in the building known as the Biotechnology Advancement Center Building ("Building") located at 1527 Prairie Dr.
2. **USE** LESSEE shall use and occupy the Leased Premises only as office space and for the storage of personal protective equipment and related activities.
3. **TERM** The term of this Lease is two (2) years, commencing March 1, 2018 and continuing through February 29, 2020 ("Lease Term").
4. **RENT**
  - 4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, LESSEE shall pay LESSOR for the Lease Term the sum of four thousand eight hundred and no/100 dollars (\$4,800.00) payable in equal monthly payments of two hundred and no/100 dollars (\$200.00) at a gross rate of \$14.72 (rounded) per usable square foot per year.
  - 4.2 **Rent Billing Address** All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

Finance & Budget Division  
Department of Agriculture  
625 N Robert St  
St Paul MN 55155

- 4.3 Rent Payment Address LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

City of Worthington  
City Hall  
303 Ninth St  
Worthington, MN 56187

- 4.4 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease. LESSOR further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing.

## 5. TERMINATION

- 5.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Department of Agriculture funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days written notice.
- 5.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non-state-owned land or premises for the same use.
- 5.3 Any Reason Notwithstanding Clauses 5.1 and 5.2 above, this Lease may be terminated by LESSEE **either party** for any reason at any time upon giving sixty (60) days prior written notice to LESSOR.

6. SURRENDER OF LEASED PREMISES LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

- 6.1 Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as

when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.

6.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE.
- b. If requested by LESSEE and upon prior approval of LESSOR, LESSEE may remove any alteration, addition or improvement as set forth in Clause 6.1 above.

6.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises unless LESSEE, in its sole discretion, elects to remove said cabling.

7. **DUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

- 7.1 Management LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations, and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disability access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.2 Utilities LESSOR shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- 7.3 Restrooms LESSOR shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall either be situated within the Leased Premises or easily accessible thereto.
- 7.4 Janitorial Service LESSOR shall provide janitorial services and supplies to the Leased Premises and common areas of the Building, including replacement of ballasts, starters and bulbs.
- 7.5 Trash Removal LESSOR shall provide the Leased Premises with a means or system of waste or trash disposal.

- 7.6 Common Areas LESSOR shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.
- 7.7 Snow Removal LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris, including the parking lot.
- 7.8 Maintenance LESSOR shall maintain in working condition all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 7.9 Repairs LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, including any improvements to the Leased Premises, whether or not the improvement was paid for by LESSEE. However, that LESSOR shall not be responsible for repairs upon implements or articles, which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
- 7.10 Delivery of Leased Premises LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 7.11 Quiet Enjoyment LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.
- 7.12 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Leased Premises.
- 7.13 Energy Conservation In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities within the meaning of this article include heat, cooling, electricity, water and all the sources of energy required to provide said service.
- 7.14 Exterior Lighting LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 7.15 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws,



rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8. **DUTIES OF LESSEE**

- 8.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease for any purpose within the scope of this Lease.
- 8.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 8.3 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.
- 8.4 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

9. **INSURANCE**

- 9.1 **Property Damage** It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on its own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and its respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- 9.2 **Liability** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

- 10. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, or LESSEE is unable to conduct its business, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to a tenantable condition. LESSOR will provide immediate verbal notice and thirty (30) days written notice to LESSEE from the date of the damage, of LESSOR'S intentions to restore, or not restore the Leased Premises.

11. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days written notice or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore are rendered, or LESSEE shall have a specific right to set-off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.
12. **DEFAULT BY LESSEE** If LESSEE shall default in the performance of any of the terms or provisions of this Lease, LESSOR shall promptly so notify LESSEE in writing. If LESSEE shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSEE shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSOR, at its sole option, may terminate this Lease upon thirty (30) days written notice or may cure such default. In the event LESSOR cures the default, LESSEE shall pay all reasonable and actual expenses paid by LESSOR to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore are rendered, or LESSOR shall have a specific right to set-off any such amounts due from LESSEE against any rent payments or other amounts due under this Lease. In the event LESSOR elects to terminate this Lease, said termination shall not limit LESSOR'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSOR'S other remedies for breach under common law or this Lease.
13. **NEW LESSOR** In the event the Leased Premises or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.
14. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.

15. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.

16. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

16.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.

16.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

17. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease.. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

18. **NOTICES**

18.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 17.2 below.

- a. when personally delivered to the addressee, or
- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. one(1) business day after deposited with an overnight courier service.

18.2 Mailing Addresses:

LESSOR:

City of Worthington  
City Hall  
303 Ninth St

LESSEE:

Real Estate and Construction Services  
Department of Administration  
50 Sherburne Ave # 309



Worthington, MN 56187

St Paul MN 55155

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**EXHIBITS:**

Exhibit A      Leased Premises Floor Plan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

CITY OF WORTHINGTON

*Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_

Real Estate and Construction Services

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF AGRICULTURE

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

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

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

# DRAFT AIA® Document B104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the «First» day of «February» in the year «Two Thousand Eighteen»

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

«City Of Worthington  
303 Ninth Street,  
Worthington, MN 56187»  
«Telephone Number: 507-372-8600»  
« »

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

«Brunton Architects & Engineers»« »  
«225 Belgrade Ave.  
North Mankato, MN 56003»  
« »  
« »

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

«Worthington 10<sup>th</sup> Street Plaza Project and New Okabena City Park Pavilion Project.»

Design of a Plaza Pavilion building to be located on a parcel located at the intersection of 10<sup>th</sup> street and 2<sup>nd</sup> Avenue in Worthington, MN. Architectural, structural, mechanical, plumbing, and electrical design engineering are included in the project. Also included in this project is the continued design development of a newly proposed city park pavilion located just north of Okabena Lake, near Tower Road. Brunton Architects & Engineers are commissioned to enhance the aesthetic character of the proposed building and complete the construction drawings of the project for public bidding and construction.

»

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Design of a Plaza Pavilion building to be located on a parcel located at the intersection of 10<sup>th</sup> street and 2<sup>nd</sup> Avenue in Worthington, MN. Architectural, structural, mechanical, plumbing, and electrical design engineering are included in the project. Also included in this project is the continued design development of a newly proposed city park pavilion located just north of Okabena Lake, near Tower Road. Brunton Architects & Engineers are commissioned to enhance the aesthetic character of the proposed building and complete the construction drawings of the project for public bidding and construction

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

### .1 General Liability

«Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000.00) for each occurrence and Two Million Dollars and no cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.»

### .2 Automobile Liability

«Policy limits of not less than One Million Dollars and no cents (\$1,000,000.00) per claim and One Million Dollars and no cents (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any statutorily required coverage.»

### .3 Workers' Compensation

«Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000.00).»

### .4 Professional Liability

«Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000.00)»

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. *Services not set forth in this Article 3 are Supplemental or Additional Services.*

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.



§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when



submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### **§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1** Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include environmental studies, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.  
*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Exhibit A rates are valid within 12 months of the date of this Agreement.

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

**§ 4.2.1** The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

**§ 4.2.2** The Architect has included in Basic Services «Eight» ( «8» ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

**§ 4.2.3** The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

**§ 4.2.4** If the services covered by this Agreement have not been completed within «Sixteen» ( «12» ) months of the date of this Agreement as long as reasonable progress is made during design, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.



## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

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

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

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.



§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.



**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

### **§ 8.2 Mediation**

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

**§ 8.2.2** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other: (Specify)



Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration. Claims or disputes with a monetary value greater than above shall be resolved by litigation.

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

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

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

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

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

### **§ 8.3.4 Consolidation or Joinder**

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

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

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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



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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

The Owner shall pay the Architect Ten percent (10%) of the remaining fee for the project.»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Owner shall pay the Architect Ten percent (10%) of the remaining fee for the project.»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. *This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.*

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

»

.2 Percentage Basis  
(Insert percentage value)

Eight» («8») % of the Owner's budget for the Cost of the Work, as *calculated in accordance with Section 11.6 & 6.*

.3 Other  
(Describe the method of compensation)

Compensation for services to be billed on a fixed percentage of 8% of Cost of Work.

After receipt of Bids, Billings will be adjusted to reflect actual Cost of Work. All of the development of the Bid Alternates, as well as Change Orders addressed during the construction phase shall be billed at 8% of the Bid (for all itemized Alternates) or Cost of Work (for Change Orders).

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be based on the Architects current Hourly Rate Schedule - See Exhibit A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Compensation shall be based on the Architects current Hourly Rate Schedule - See Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « percent ( «%), or as follows:



§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty - five	percent (	25	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty - Five	percent (	45	%)
Bidding & Negotiation Phase	Five	percent (	5	%
Construction Phase	Five	percent (	5	%
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

#### Exhibit A - 2018 Brunton Architects & Engineers Hourly Rates

##### Employee or Category

##### Rate

« »

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten» percent ( «10» %) of the expenses incurred. Max of \$3000 of Reimbursable Expenses is anticipated. If it shall exceed that amount it must be approved by the owner with written notice from the Architect.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of Ten thousand Dollars (\$ 10,000 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty» ( «30» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % «monthly»

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

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

*(Include other terms and conditions applicable to this Agreement.)*

»

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

»

- .2 Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

Exhibit A - 2018 Brunton Architects & Engineers Hourly Rates»

- .3 Other documents:

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

»

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



« »

OWNER (Signature)

~~«Steve Robinson»«, City Administrator»~~

(Printed name and title)

Mayor

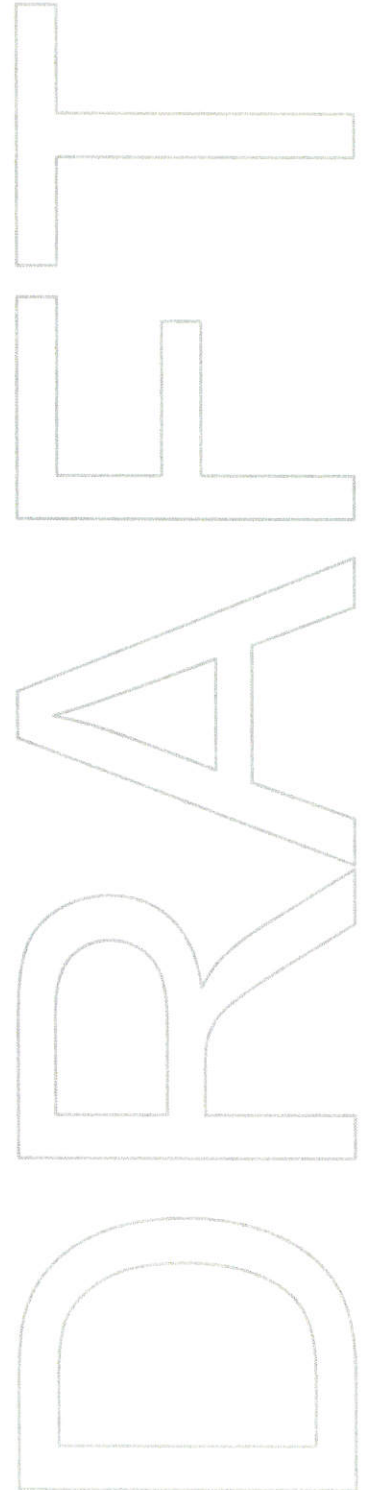
Clerk

« »

ARCHITECT (Signature)

«Corey Brunton»«, President / CEO»

(Printed name, title, and license number, if required)



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

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

WHEREAS, the City of Worthington has been notified by local residents Gail Holinka and Agnes Alsgaard-Lien, hereinafter "Donor" desires to donate personal property to the City; and

WHEREAS, donor has placed the following restrictions upon gift: the City shall insure the vehicle; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

BY: \_\_\_\_\_  
Mike Kuhle, Its Mayor

\_\_\_\_\_  
Janice Oberloh, Its Clerk

## COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: FEBRUARY 12, 2018  
TO: HONORABLE MAYOR AND COUNCIL  
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

### CASE ITEMS

#### 1. PRELIMINARY PLAT OF PRAIRIE FIRST ADDITION

Worthington ISD #518 is seeking preliminary plat approval of Prairie First Addition in Exhibit 1A-1A2, which is proposed to be a two lot residential subdivision. The proposed subdivision is on approximately 4.41 acres and is located west of Pleasant Avenue between Hillcrest Avenue and Eckerson Drive. The legal description of the subject property under consideration is as follows:

Part of the Southeast Quarter of Section 27, Township 102 North, Range 40 West in the City of Worthington, Worthington Township, Nobles County, Minnesota described as follows:

Commencing at an existing iron monument of the most Northerly Corner of Lot 5, Block 20 of the recorded plat of Blocks 18, 19 and 20, Ludlow Acres, City of Worthington; Thence North 00 degrees 33 minutes 43 seconds west, along the West right of way line of Pleasant Avenue, a distance of 324.60 feet, to the point of beginning; Thence continuing North 00 degrees 33 minutes 43 seconds West, along said West right of way line, a distance of 548.34 feet, to an existing iron monument; thence South 59 degrees 46 minutes 48 seconds West a distance of 192.09 feet, to an existing iron monument; Thence North 30 degrees 10 minutes 41 seconds West a distance of 35.06 feet, to an existing iron monument; Thence South 59 degrees 46 minutes 08 seconds West a distance of 279.53 feet, to an existing iron monument; Thence South 00 degrees 33 minutes 43 seconds East a distance of 345.40 feet; Thence North 89 degrees 26 minutes 17 seconds East a distance of 427.15 feet, to the point of beginning.

The Planning Commission considered the preliminary plat application at its February 6 meeting. After holding a public hearing, the Commission voted unanimously to approve the preliminary plat with the following conditions being required on the final plat:

1. The preliminary plat approval is subject to the identification of Pleasant Avenue.
2. The preliminary plat approval is subject to the identification of adjacent sewer and water lines.
3. The preliminary plat approval is subject to the identification of the property owner(s).

Their recommendation was based on the following considerations:

1. The 4.41 acres are zoned 'R-1' One Family Detached.

2. On November 13, 2017, a conditional use permit to allow the land use of child care on the subject property was approved by the Worthington City Council. The preliminary plat shows this property subdivided, along with the property to the north, to ensure both resulting lots have access to public right of way as required by the Worthington City Code.
3. Worthington City Code Ordinance § 154.12 shown in Exhibit 1B1-1B2 states that a preliminary plat must include the layout, width, and identification of existing public streets, easements, drainage ditches, parks, and other public property within and adjacent to the proposed subdivision
4. Worthington City Code Ordinance § 154.12 shown in Exhibit 1B1-1B2 states that a preliminary plat must include the location of existing sanitary and storm sewer lines, water mains, and culverts within and adjacent to the proposed subdivision, with pipe sizes and grades indicated.
5. Worthington City Code Ordinance § 154.12 shown in Exhibit 1B1-1B2 states that a preliminary plat must include the names and owners of record and registered land surveyor.

## **2. PRELIMINARY PLAT OF WORTHINGTON COMMUNITY SECOND ADDITION**

Yellow Company, LLC is seeking preliminary plat approval of Worthington Community Second Addition in Exhibit 2A1-2A2, which is proposed to be a two lot commercial subdivision. The proposed subdivision is on approximately 14.55 acres and is located north of Oxford Street between Grand Avenue and Milton Avenue. The legal description of the subject property under consideration is as follows:

OUTLOT B, OUTLOT D, AND OUTLOT E, WORTHINGTON COMMUNITY ADDITION IN THE CITY OF WORTHINGTON ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, NOBLES COUNTY, MINNESOTA.

TOGETHER WITH:

THAT PART OF THE SE 1/4 SW 1/4 OF SECTION 13, TOWNSHIP 102 NORTH, RANGE 40 WEST, NOBLES COUNTY, MINNESOTA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE 1/4 SW 1/4 OF SECTION 13; THENCE ON AN ASSUMED BEARING OF WEST ALONG THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 1,274.63 FEET TO A POINT 50.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SE 1/4 SW 1/4; THENCE NORTH 0° 57' 28" WEST, PARALLEL WITH THE WEST LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 67.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16 ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 0° 57' 28" WEST, PARALLEL WITH SAID SOUTH LINE OF THE SE 1/4 SW 1/4, A DISTANCE OF 200.00 FEET; THENCE ON A BEARING OF EAST, PARALLEL WITH SAID SOUTH LINE OF THE SE 1/4 SW 1/4, DISTANCE OF 145.00 FEET; THENCE SOUTH 0° 57' 28" EAST, PARALLEL WITH SAID WEST LINE OF THE SE 1/4 SW 1/4, A DISTANCE OF 200.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16; THENCE ON A BEARING OF WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.

The Planning Commission considered the preliminary plat application at its February 6 meeting. After holding a public hearing, the Commission voted unanimously to approve the preliminary plat with the following conditions being required on the final plat:

1. The site must comply with NPDES storm water permitting requirements.
2. The approval of this preliminary plat be contingent upon City staff verifying that the sewer indicated in the easement illustrated in Exhibit 2A2 is in adequate condition.
3. The approval of this preliminary plat be contingent upon no negative comments from MnDOT.

Their recommendation was based on the following considerations:

1. The 14.55 acres is zoned 'B-3' General Commercial.
2. The applicant previously received approval of the Worthington Community Addition plat shown in Exhibit 2B.

3. To allow immediate development plans to proceed, the applicant established 1 lot and 5 outlots on the preliminary plat of the Worthington Community Addition. Outlots are defined as lots depicted on a subdivision plat for which no development is intended and no building permit is to be issued until the outlot is platted or a master plan is approved.
4. The applicant is proposing to replat Outlot D, E and Parcel A shown in the Worthington Community Addition preliminary plat as Lot 1, Block 1 of Worthington Community Second Addition and replat Outlot B as Lot 1, Block 2 of Worthington Community Second Addition. The remaining lots in Worthington Community Addition will remain unchanged.
5. The only utility improvement shown in the preliminary plat of Worthington Community Second Addition is extending the existing storm sewer along the west side of Lot 1, Block 1 of Worthington Community Addition to provide a storm sewer outlet for Lot 1, Block 1 of Worthington Community Second Addition and Outlot C of Worthington Community Addition.
6. A 60-foot sanitary sewer utility easement is proposed for the existing sanitary sewer located within the private drive on the east side of the existing automobile dealership. The intention of the applicant is to dedicate this sewer to the City of Worthington as a public sewer to be utilized as a sewer main to provide service for both Lot 1, Block 1 of Worthington Community Addition and Lot 1, Block 2 of Worthington Community Second Addition.
7. The informational memo prepared by the League of Minnesota Cities shown in Exhibit 2C cites Minnesota State Statutes § 505.03 indicating that preliminary plats bordering trunk highways, county and state roads, or highways must be submitted to MnDOT for written comments and recommendations at least 30 days prior to the City taking final action on the preliminary plat application.

### 3. FINAL PLAT OF WORTHINGTON COMMUNITY SECOND ADDITION

Yellow Company, LLC is seeking final plat approval of Worthington Community Second Addition in Exhibit 3A1. The proposed subdivision is on approximately 14.55 acres and is located north of Oxford Street between Grand Avenue and Milton Avenue. If approved, the plat will establish two commercial lots. The legal description of the subject property under consideration is as follows:

OUTLOT B, OUTLOT D, AND OUTLOT E, WORTHINGTON COMMUNITY ADDITION IN THE CITY OF WORTHINGTON ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, NOBLES COUNTY, MINNESOTA.

TOGETHER WITH:

THAT PART OF THE SE 1/4 SW 1/4 OF SECTION 13, TOWNSHIP 102 NORTH, RANGE 40 WEST, NOBLES COUNTY, MINNESOTA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE 1/4 SW 1/4 OF SECTION 13; THENCE ON AN ASSUMED BEARING OF WEST ALONG THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 1,274.63 FEET TO A POINT 50.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SE 1/4 SW 1/4; THENCE NORTH 0° 57' 28" WEST, PARALLEL WITH THE WEST LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 67.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16 ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 0° 57' 28" WEST, PARALLEL WITH SAID SOUTH LINE OF THE SE 1/4 SW 1/4, A DISTANCE OF 200.00 FEET; THENCE ON A BEARING OF EAST, PARALLEL WITH SAID SOUTH LINE OF THE SE 1/4 SW 1/4, DISTANCE OF 145.00 FEET; THENCE SOUTH 0° 57' 28" EAST, PARALLEL WITH SAID WEST LINE OF THE SE 1/4 SW 1/4, A DISTANCE OF 200.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16; THENCE ON A BEARING OF WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA T.H. 59-16, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.

The applicant is proposing to replat Outlot D, E and Parcel A shown in the Worthington Community Addition final plat as Lot 1, Block 1 of Worthington Community Second Addition and replat Outlot B as Lot 1, Block 2 of Worthington Community Second Addition. The remaining lots in Worthington Community Addition will remain unchanged.

A 60-foot sanitary sewer utility easement is proposed for the existing sanitary sewer located within the private drive on the east side of the existing automobile dealership. The intention of the applicant is to dedicate this sewer to the City of Worthington as a public sewer to be utilized as a sewer main to provide service for both Lot 1, Block 1 of Worthington Community Addition and Lot 1, Block 2 of Worthington Community Second Addition.

Preliminary plats bordering trunk highways, county and state roads, or highways must be submitted to MnDOT for written comments and recommendations at least 30 days prior to the City taking final action on the preliminary plat application.

Staff recommends that Council approve the final plat of Worthington Community Second Addition subject to the following conditions:

1. The approval of this final plat be contingent upon the approval of the preliminary plat of Worthington Community Second Addition.
2. The site must comply with NPDES storm water permitting requirements. To obtain compliance with these requirements it is being proposed that the portion of the overall development not draining into a regional basin be limited in impervious coverage so as to reduce the amount of impervious coverage to less than that which existed prior to redevelopment. To ensure compliance with this best management practice it is being proposed that a declaration or other equivalent document be recorded concurrent with the final plat. The specific condition is therefore that acceptable documentation of allowable impervious area be developed and recorded sequential with the recording of the plat.
3. The approval of this final plat be contingent upon City staff verifying that the sewer indicated in the easement illustrated in the plat is in adequate condition.
4. The approval of this final plat be contingent upon no negative comments from MnDOT on the preliminary plat of Worthington Community Second Addition.

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).



#### 4. CONDITIONAL USE PERMIT – T & S RENTALS, LLC

T & S Rentals, LLC is seeking the issuance of a conditional use permit in Exhibits 4A1-4A5. Their current permit Exhibit 4B allows for the placement of four storage units with 9 foot sidewalls covering when fully developed a cumulative total of 9,240 square feet on property it owns at 628 10th Avenue. The proposed site plan for their new conditional use permit Exhibits 4A5 would increase the number of storage units to up to five, adjust their layout, and increase sidewalls to up to 16 feet, with a cumulative total of up to 12,315 square feet when fully developed. Warehousing is permitted in the "B-3" - General Business district, which is the proposed zoning classification for the entire subject property, shown in Exhibit 4C, only through the issuance of a conditional use permit. The legal description of the subject property under consideration is as follows:

A tract of land in the SE 1/4 NW 1/4 of Section 23, Township 102, Range 40, in the City of Worthington, described as follows:

Commencing at the point of intersection of the north line of Tenth Avenue and the Railroad Company's main track; thence southeasterly along the centerline of said Railroad Company's main track a distance of 349 feet; thence southwesterly perpendicular to the centerline of said Railroad Company's main track a distance of 90 feet to the point of beginning; thence continuing southwesterly perpendicular to the centerline of said Railroad's Company's main track a distance of 205 feet, more or less, to the west line of Lot 4 in Block 53 of the Second Addition to the City of Worthington; thence north along said west line of Lot 4 a distance of 340 feet, more or less, to the south line of Tenth Avenue; thence east along said south line of Tenth Avenue a distance of 65 feet, more or less, to a point on a line parallel with and 90 feet from the centerline of said Railroad Company's main track; thence southeasterly along said parallel line a distance of 305 feet, more or less, to the point of beginning.

Together with:

A parcel of land in Nobles County, Minnesota, described as follows:

In Block 53, Second Addition to the City of Worthington, Nobles County, Minnesota, in the West Half of Section 23, Township 102 North, Range 40 West; commencing at the Northwest corner of Albinson and Boberg's Subdivision thence Westerly along the South line of Tenth Avenue for a distance of approximately 200.41 feet; thence Southeasterly along the Easterly line of a parcel Grantor's predecessor conveyed to Alvin Krusemark by Quit Claim Deed dated December 26, 1969, recorded as Document No. 179229, for a distance of approximately 306.24 feet; thence Southwesterly along the Southerly line of a parcel conveyed to Alvin Krusemark for a distance of approximately 178.62 feet; thence Southerly along the West line of Lot 11, Block 53 for a distance of 210 feet; thence Easterly along the North line, extended, of that parcel Grantor's predecessor conveyed to L.P. Deuel and Louise K. Deuel, by Quit Claim Deed dated January 18, 1956 for a distance of approximately 375 feet; thence North 17 degrees 46 minutes West, more or less, along the West line of that parcel Grantor's predecessor conveyed to Lampert Lumber Yard by Quit Claim Deed dated May 27, 1970, for a distance of 410.95

feet; thence North 72 degrees 14 minutes East, more or less, along the Northerly line of that parcel conveyed to Lampert Lumber Yard, for a distance of 79.97 feet; thence North 17 degrees 46 minutes West, more or less, for a distance of approximately 145.72 feet to the point of the beginning.

Together with:

North 200 feet of Lot 10, Block 53, Second Addition to Worthington, Nobles County, Minnesota.

Except:

That part of Lots 1, 2 and 3 of Block 53 of Second Addition to the City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the Northwest corner of Albinson and Boberg's Subdivision, according to the recorded plat thereof; thence on an assumed bearing of South 17 degrees 46 minutes 00 seconds East, along the westerly line of said Albinson and Boberg's Subdivision, a distance of 145.72 feet to an iron monument; thence South 72 degrees 14 minutes 10 seconds West, a distance of 79.97 feet to an iron monument; thence South 17 degrees 46 minutes 00 seconds East, a distance of 28.00 feet to an iron monument; thence South 72 degrees 14 minutes 00 seconds West, a distance of 70.00 feet to an iron monument; thence North 13 degrees 49 minutes 00 seconds West, a distance of 221.73 feet to an iron monument located on the north line of Block 53 of said Second Addition; thence South 88 degrees 20 minutes 44 seconds East, along said north line, a distance of 142.82 feet to the point of beginning.

The Planning Commission considered the conditional use permit at its February 6, 2018 meeting. After holding a public hearing, the Commission voted unanimously to approve the conditional use permit to allow the property owner to construct storage units with up to 16-foot sidewall height (not to exceed 20-foot total height) on the subject property and amend the previously submitted site plan subject to the following conditions:

1. The applicant properly screens any trash areas in compliance with the Zoning Ordinance;
2. The applicant properly provides off-street parking facilities that are in compliance with the Zoning Ordinance;
3. The applicant provides vertical landscaping in the form of trees along the west and south property edges where no private fencing currently exists;
4. The applicant agrees to store all customer property in storage units; and
5. The proposed improvements are completed in accordance with the site plans in Exhibits 4A3-4A5 including tree placement and sidewall illustrations.

Their recommendation was based on the following considerations:

1. The proposed use is classified in the City of Worthington City Code as GG. Warehouse as shown in Exhibits 4D1-4D3.
2. GG. Warehouse is permitted in a B-3 Commercial District with the issuance of a conditional use permit as shown in Exhibits 4E1-4E2.
3. The proposed improvements satisfy the floor-to-area ratio, setback and height requirements as shown in Exhibits 4F1-4F4.
4. The 16-foot sidewalls will make the storage structures considerably taller than most of the nearby residential properties as shown in Exhibits 4G1-4G3.
5. Parcels 31-0469-000 and 31-0467-000 currently have privately owned fences screening their properties from parcel 31-0466-000. 31-0453-000 and 31-0468-000 do not have any screening from parcel 31-0466-000 and parcel 31-02946-000 has a privately owned garage that acts as a screen as shown in Exhibits 4G1-4G3.

## **5. HOUSING STUDY UPDATE – MAXFIELD RESEARCH & CONSULTING**

The City of Worthington enlisted the services of Viewpoint Consulting Group, Inc. in 2013 to provide a comprehensive housing needs analysis for the City of Worthington. The study completed in 2013 was intended to project housing demand for the City of Worthington through 2020. Staff has received several requests for an updated housing study from entities and agencies proposing housing projects in Worthington. Staff has compiled a list of the housing projects that have been built since 2013, but staff is unable to determine market demand in a comprehensive manner based solely upon that information. Staff also feels that with the substantial investment the City is making in housing, it would be prudent to have accurate and updated information to help the City guide their decision making process.

Staff solicited proposals from three agencies that have a long track record of comprehensive housing studies for communities in Greater Minnesota. The proposals staff received from Viewpoint and Maxfield were very comprehensive and within 0.3% of each other with respect to cost. Viewpoint (the less of the two) would also include five (5) bound copies of the completed study. This would be \$75 per copy with Maxfield. The Viewpoint proposal indicated it would take 90 days to complete a draft copy of their study. The Maxfield proposal indicated it would take approximately 120-140 days to produce a draft report of their study.

Given the relatively small difference in cost and delivery date, staff is recommending moving forward with the Maxfield Research & Consulting proposal as this proposal may provide some additional information that was not covered in the 2013 study with Viewpoint. The funds for this study would come out of the Community Development budget. Staff is seeking the authorization to proceed with contracting with Maxfield Research and Consulting to provide the services outlined in their proposal Exhibit 5A1-5A17 in an amount not to exceed the \$17,650 stated in their proposal.

# CITY OF WORTHINGTON PLANNING AND ZONING APPLICATION FORM

Note to applicant: This is a comprehensive application form. You only need to complete those items related to your type of development. All items must be completed prior to acceptance of the application.

NAME OF APPLICANT Worthington ISD #518 PHONE 507-372-2172  
ADDRESS 1117 Marine Avenue CITY Worthington STATE MN ZIP 56187  
LEGAL DESCRIPTION OF THE PROPERTY See attached

BRIEF DESCRIPTION OF REQUEST Platting of 2 lots on the Prairie Elementary School  
site for the purpose of selling one lot to SMOC

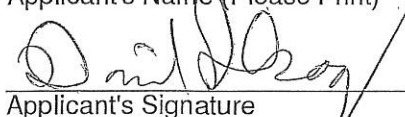
(attach additional sheets if necessary)

<u>TYPE OF APPLICATION</u>	<u>FEE</u>	<u>REQUIRED SUBMITTALS</u> (See reverse side.)
PRELIMINARY PLAT	<u>X + \$4</u> \$150 +\$2 PER LOT	3
REZONING	_____ \$200 +\$1 PER ACRE*	1
ZONING TEXT CHANGE	_____ \$200*	7
CONDITIONAL USE PERMIT	_____ \$200*	4
VACATION OF PUBLIC WAY	_____ \$75*	5
PLANNED UNIT DEVELOPMENT	_____ \$350*	1,3,4
AMENDED P.U.D.	_____ \$150*	1,3,4
VARIANCE	_____ \$200*	2,4
ADMINISTRATIVE APPEAL	_____ \$30	6
APPEAL	_____ \$30	6
VACATE EASEMENT NON-PLATTED	_____ \$25*	8
VACATE EASEMENT PLATTED	_____ \$100*	8

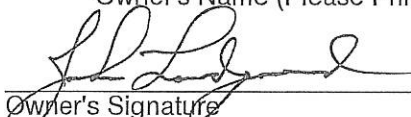
\*Subject to an additional recording fee if approved. (\$46.00 plus \$1.00 per page over 15)

I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

David Skog for ISD #518  
Applicant's Name (Please Print)

  
Applicant's Signature

John Landgaard for ISD #518  
Owner's Name (Please Print)

  
Owner's Signature

(the following items will be completed by City staff)

DATE FILED 12/12/17 FEE PAID \$154 RECEIPT NO. \_\_\_\_\_ PARCEL NO. \_\_\_\_\_

# PRELIMINARY PLAT OF PRAIRIE FIRST ADDITION



Part of the Southeast Quarter of Section 27, Township 123 North, Range 90 East is the city of Washington, Washington Township, Adams County, Minnesota. The land within the Survey Area is subject to the provisions of the Minnesota Subdivision Map Act, Chapter 462, Minnesota Statutes.

THESE PLATS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 20 JAN 2018

BY: D. RAY

STATE OF MINNESOTA



MINNESOTA LAND SURVEYORS ASSOCIATION, INC.  
Perry A. Hildebrand, P.L.S.  
222 North Street, Box 94  
Winnetka, MN 55101  
Phone: (763) 631-0100

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

Signature: Dennis Ray Esplan  
Date: 20 JAN 2018 Certificate # 43803

SURVEY FOR: SWOC  
PROJECT NUMBER: N 1724 S  
DATE: JANUARY 5, 2018



## Worthington, MN Code of Ordinances

**§ 154.12 PRELIMINARY PLAT.**

(A) The preliminary plat shall include the following:

- (1) A completed application on a form approved by the Planning Commission and Council.
- (2) Application fee.
- (3) The preliminary plat drawing(s) drawn to a horizontal scale of one inch equals 100 feet or less.

(4) Each preliminary plat shall be prepared by a Minnesota Registered Engineer or a Minnesota Registered Land Surveyor. Each preliminary plat drawing shall include the following:

(a) *Identification.* Date, scale, north point, and proposed name of the subdivision. The name shall not duplicate or closely approximate the name of any other subdivision in Nobles County.

(b) *Legal description.* Legal description of the land to be subdivided.

(c) *Principals.* Names and owners of record and registered land surveyor.

(d) *Boundaries.* The outside boundary lines of the plat shall be correctly designated on the plat and shall show all bearings on all straight lines, or angles at all angle points, and central angle and radii and arc length for all curves.

(e) *Lot and block layout.* Approximate lot and block distances shall be shown on the plat, including all curved lines within the plat. Central angles, radii and arc distances shall be shown for all curved lines. Lots shall be numbered progressively through each block, and blocks shall be numbered progressively through each plat.

(f) *Existing streets and public uses.* Layout, width, and identification of existing public streets, easements, drainage ditches, parks, and other public property within and adjacent to the proposed subdivision.

(g) *Existing utilities.* Location of existing sanitary and storm sewer lines, water mains, and culverts within and adjacent to the proposed subdivision, with pipe sizes and grades indicated.

(h) *Other existing features.* Location of existing buildings and structures, railroad rights-of-way, municipal lines, township lines, and lakes, rivers, and streams and their known high and low water elevations. Water elevation references shall be the United States Geological Survey Datum. Flood hazard areas should be clearly labeled according to the Flood Insurance Rate Maps, numbers 270321002B and 270321003B, both effective June 15, 1984.

(i) *Proposed features.* Layout, width and identification of proposed streets, easements, drainage ditches, parks, and other property to be dedicated to the public or reserved by covenants for the common use of property owners within the subdivision. Location of proposed sewer lines, water mains, culverts, streetlights, and a complete grading and drainage plan of the site, including finished contours with two-foot intervals. Individual lot drainage shall be shown by the use of arrows. In addition, each plat shall provide proof of compliance with the NPDES requirements imposed by the Minnesota Pollution Control Agency.

(j) The square footage of all lots included in the subdivision.

(k) Building setback lines.

(l) *Zoning.* Identification of zoning classifications within the plat.

(5) The preliminary street plan profile drawing drawn to a horizontal scale of one inch equals 100 feet or less and a vertical scale of one inch equals ten feet or less, showing the location of existing and proposed streets, utility easements, and typical street cross-sections.

(6) A vicinity map drawn either on each preliminary plat or on a separate sheet with a scale of not more than one inch equals 200 feet, showing all existing subdivisions, streets, alleys, and tracts of land adjoining the proposed subdivision.

(7) Copies of existing or proposed private deed restrictions, if any.

(B) *Public hearing on preliminary plats.* The Planning Commission shall hold a public hearing on the preliminary plat. Notice of public hearing shall be given at least ten days before the date of such hearing by publication in the official newspaper and by written notice mailed to the applicant and the owners of record of all land within 350 feet of the outer boundary of the preliminary plat. The failure to give mailed notice to individual property owners or defects in the notice shall not affect the validity of the proceedings or of any action taken by the Planning Commission or the City Council.

(C) *Planning Commission recommendation.* After considering the comments and suggestions received at the public hearing, the Planning Commission shall recommend, in writing, to the City Council stating its reason therefor, either that the preliminary plat be granted approval subject to certain conditions, if any, or that the preliminary plat be disapproved. A copy of the recommendation shall be forwarded to the City Council and the applicant with notice to the applicant of the date when it will be considered by the City Council.

(D) *City Council action on preliminary plat.* The City Council shall consider the preliminary plat at its next regular meeting following receipt of the Planning Commission recommendation, or at a special meeting called for the purpose of reviewing the preliminary plat. The City Council shall either approve the preliminary plat subject to certain conditions, if any, or disapprove the plat. Approval or disapproval of the preliminary plat shall be given within 60 days of receipt of the completed application unless an extension is approved in accordance with M.S. § 15.99. The city shall notify the applicant in writing of the City Council's action, stating the conditions of approval, reasons for disapproval, or the length and reasons for the extension.

(E) *Effect of approval of preliminary plat.* Approval of a preliminary plat shall not constitute approval of the final plat or the subdivision. Unless earlier rescinded by the City Council, approval of a preliminary plat is limited to a period of one year after which time the applicant shall be required to resubmit a preliminary plat. Upon submittal of a written request file with the Community/Economic Development Department, the City Council may continue the approval for an additional period of time. The written request shall be filed at least 20 days prior to expiration of the approval of the preliminary plat.

(Ord. 989, passed 7-10-06) Penalty, see § 154.99



# CITY OF WORTHINGTON PLANNING AND ZONING

## APPLICATION FORM

Note to applicant: This is a comprehensive application form. You only need to complete those items related to your type of development. All items must be completed prior to acceptance of the application.

NAME OF APPLICANT Yellow Company, LLC PHONE 390-267-8622  
 ADDRESS 19602 Hatwood Road CITY Glenwood STATE MN ZIP 56334  
 LEGAL DESCRIPTION OF THE PROPERTY Outlots B, D & E of Worthington  
Community Addition and Parcel A (Doc 215548)  
 BRIEF DESCRIPTION OF REQUEST Approval of Preliminary Plat - Worthington  
Community Second Addition

(attach additional sheets if necessary)

TYPE OF APPLICATION		FEE	REQUIRED SUBMITTALS (See reverse side.)
PRELIMINARY PLAT	<u>X</u>	\$150 +\$2 PER LOT	3
REZONING	_____	\$200 +\$1 PER ACRE*	1
ZONING TEXT CHANGE	_____	\$200*	7
CONDITIONAL USE PERMIT	_____	\$200*	4
VACATION OF PUBLIC WAY	_____	\$75*	5
PLANNED UNIT DEVELOPMENT	_____	\$350*	1,3,4
AMENDED P.U.D.	_____	\$150*	1,3,4
VARIANCE	_____	\$200*	2,4
ADMINISTRATIVE APPEAL	_____	\$30	6
APPEAL	_____	\$30	6
VACATE EASEMENT NON-PLATTED	_____	\$25*	8
VACATE EASEMENT PLATTED	_____	\$100*	8

\*Subject to an additional recording fee if approved. (\$46.00 plus \$1.00 per page over 15)

I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Yellow Company, LLC by Aaron Marthaler Yellow Company, LLC by Aaron Marthaler  
 Applicant's Name (Please Print) Owner's Name (Please Print)  
[Signature] [Signature]  
 Applicant's Signature Owner's Signature

(the following items will be completed by City staff)

DATE FILED 1/15/18 FEE PAID \$ 154 RECEIPT NO. 32299 PARCEL NO. \_\_\_\_\_

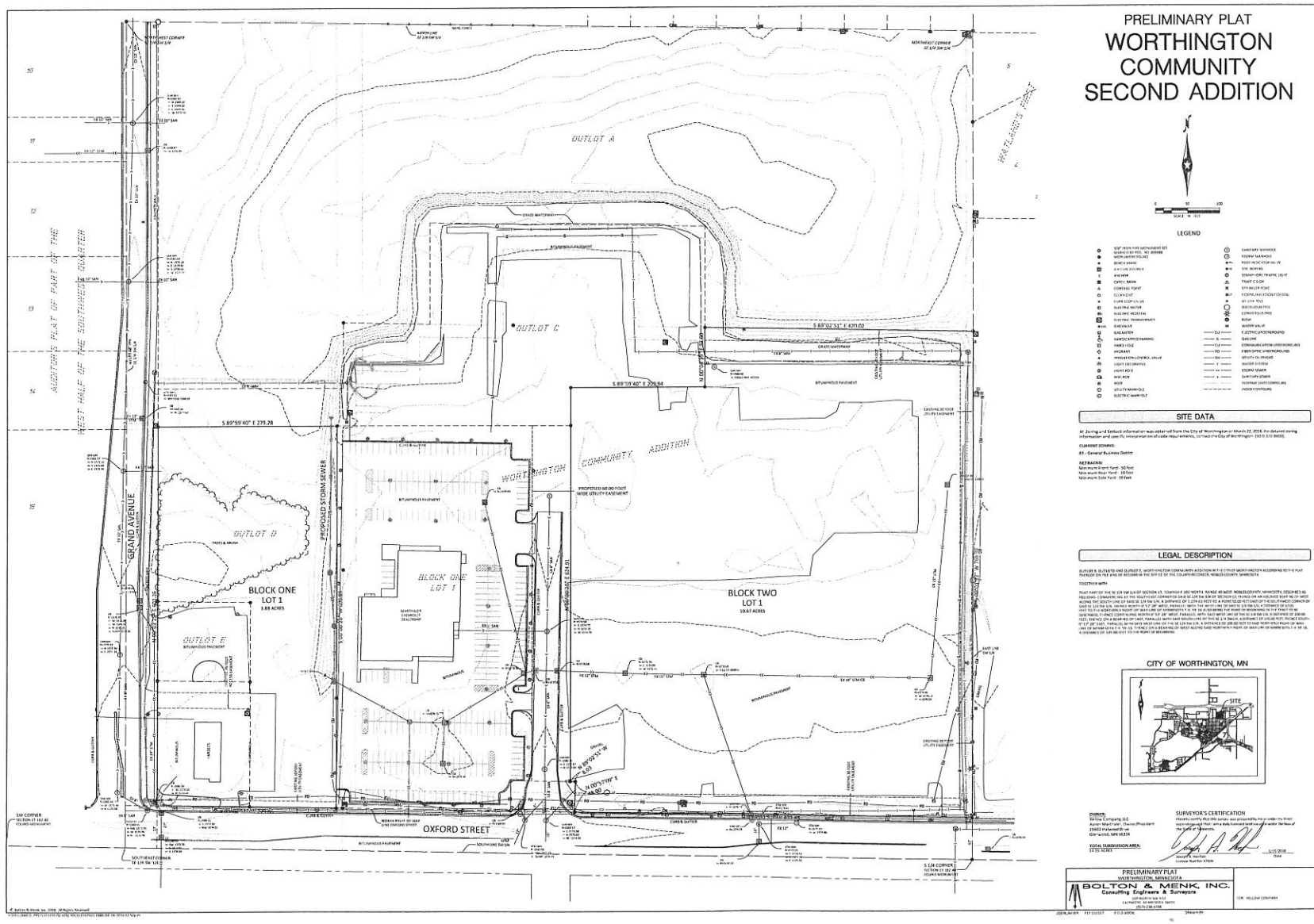
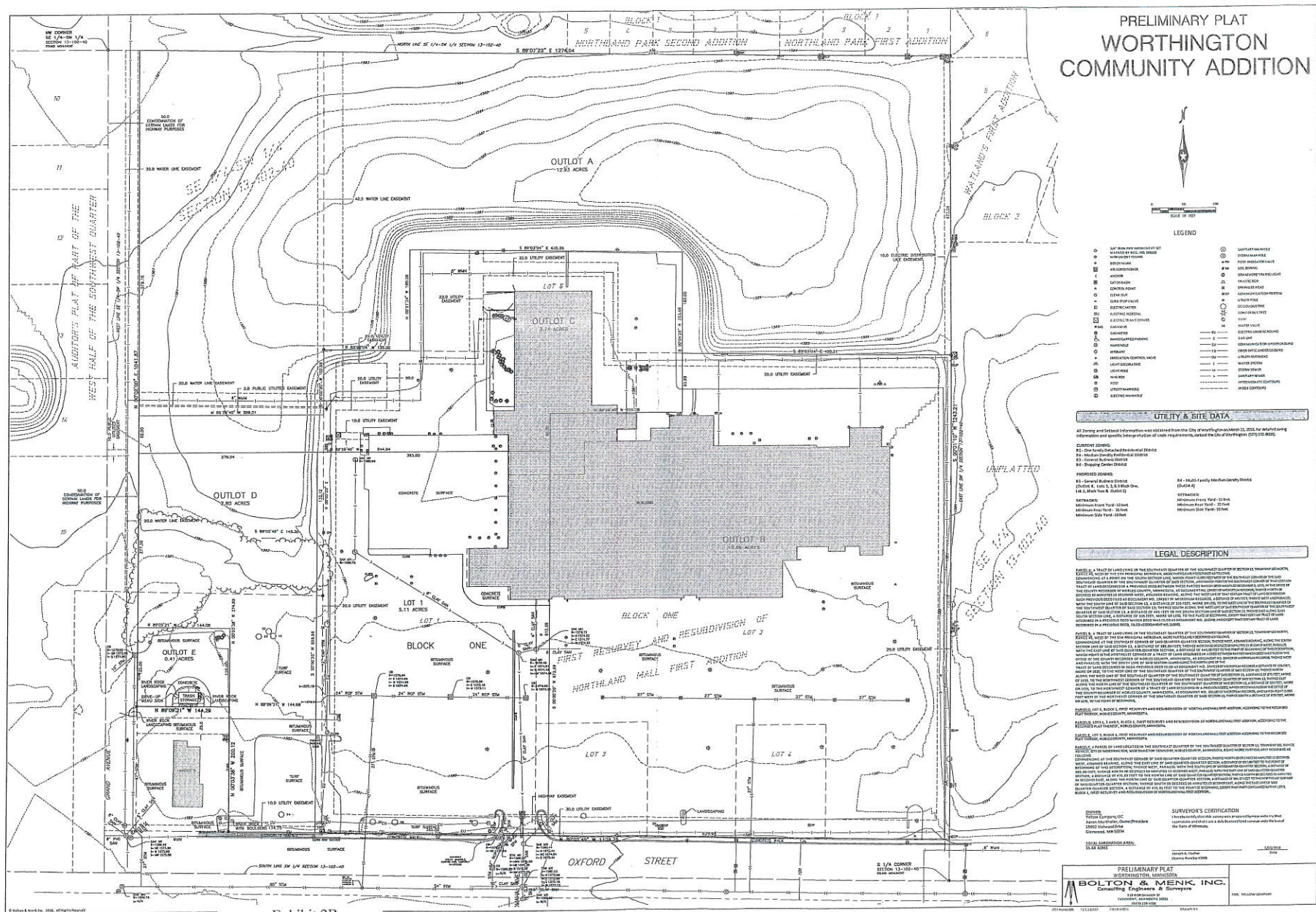


Exhibit 2A-2







## INFORMATION MEMO

# Subdivision Guide for Cities

*Learn the framework of municipal subdivision regulation. Find guidance on subdivision ordinance drafting, adoption, administration and enforcement. This memo covers development agreements, platting, 60-day rule and 120-day rule plus shoreland management and subdivision ordinances. It addresses city costs, interim ordinances (moratoriums) variances, park dedication and much more.*

### RELEVANT LINKS:

Minn. Stat. § 462.358, subd. 1a, 2a.

Minn. Stat. § 462.358, subd. 2a.

## I. The purpose of subdivision regulations

Cities may regulate the subdivision of land through a subdivision ordinance. Developers who seek to subdivide larger tracts of land into smaller parcels for development and/or sale must follow the city's subdivision ordinance. Subdivision regulations specify the standards of the city related to size, location, grading, and improvement of:

- Lots.
- Structures.
- Public areas, trails, walkways, and parks.
- Streets and street lighting.
- Installations necessary for water, sewer, electricity, gas, and other utilities.

Subdivision regulations allow cities to ensure that a new development or redevelopment meets the standards of the city for a safe, functional and enjoyable community. Importantly, subdivision regulations can help the city preserve and protect vital natural resources.

## A. Ensuring safe and functional communities

Subdivision standards keep communities safe and functional in many ways. Some typical examples include:

- Preventing the flooding of basements by requiring the subdivider to grade appropriately for the subdivision and install curbs, gutters, and stormwater facilities.
- Preventing car accidents by requiring the subdivider to provide for streets of an appropriate width and design for expected levels of traffic circulation.
- Keeping pedestrians safe by requiring the installation of sidewalks, street lights, and trails.
- Preventing cracked foundations, soil erosion and soil loss, and washed-out streets by requiring the developer to perform soil suitability tests.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

## RELEVANT LINKS:

*Calm Waters, LLC v. Kanabec County Bd. of Com'rs*, 756 N.W.2d 716 (Minn. 2008).

Section IV-C Filing with county recorder.

Minn. Stat. § 505.03, subd. 2(a).

*Calm Waters, LLC v. Kanabec County Bd. of Com'rs*, 756 N.W.2d 716 (Minn. 2008). Minn. Stat. § 15.99, subd. 2(a).

Minn. Stat. § 505.03, subd. 2(b).

Minn. Stat. § 505.03, subd. 2(b), (c).

(Note that this 120-day period differs from the usual 60-Day Rule. By its terms, the 60-Day Rule found at Minn. Stat. § 15.99 does not apply to city subdivisions). The city should document all extensions in writing.

If the city does not act on an application within 120 days, the applicant may demand a certificate of approval from the city. Following receipt of the certificate, the applicant may request final approval by the city.

## 5. Review of preliminary plats bordering trunk highways, county and state roads, or highways

### a. Trunk highways

State law mandates special procedures for when a city receives a preliminary plat application for land that:

- Abuts an existing or established trunk highway or state rail property.
- Abuts a proposed trunk highway or state rail property that has been designated by a centerline order filed with the county clerk.

The city must refer these applications to the commissioner of the Minnesota Department of Transportation (MnDOT) for written comments and recommendations.

Plats must be submitted to MnDOT at least 30 days prior to the city taking final action on the preliminary plat application. After receiving a plat application for the city, MnDOT has 30 days to respond. The city may not take action on the preliminary plat until comments have been received or 30 days have elapsed.

The statute requiring the referral to MnDOT does not provide for tolling of the 120-Day Rule, while MnDOT considers the application. The general tolling provisions of the 60-Day Rule for issues related to zoning do not apply. As a result, the city must complete its review of the preliminary application, including any MnDOT review, within 120 days, unless an extension is agreed to by the applicant.

### b. County roads, highways, and state-aid highways

Similar requirements exist for when a preliminary plat includes land that borders an existing or proposed county road, highway, or county state-aid highway. These plats must be submitted to the county engineer for review within five days of receipt by the city for written comments and findings.

The county engineer has 30 days to provide written comments on the plat. The city may not take final action on the preliminary plat until comments have been received or 30 days have elapsed.



WORTHINGTON COMMUNITY SECOND ADDITION



THIS PLAT PREPARED BY BOLTON & MENK, INC.  
DRAWN BY: DEJ/AVI 2602, 11-137-601306

**CITY OF WORTHINGTON PLANNING AND ZONING  
APPLICATION FORM**

Note to applicant: This is a comprehensive application form. You only need to complete those items related to your type of development. All items must be completed prior to acceptance of the application.

NAME OF APPLICANT T.S. Rentals LLC PHONE 360-8559  
ADDRESS 847 Sterling Ave. CITY Worthington STATE MN ZIP 56187  
LEGAL DESCRIPTION OF THE PROPERTY SEE ATTACHED

BRIEF DESCRIPTION OF REQUEST Allow storage unit to have up to 110' side wall height.

(attach additional sheets if necessary)

<u>TYPE OF APPLICATION</u>	<u>FEE</u>	<u>REQUIRED SUBMITTALS</u> (See reverse side.)
PRELIMINARY PLAT	\$150 +\$2 PER LOT	3
REZONING	\$200 +\$1 PER ACRE*	1
ZONING TEXT CHANGE	\$200*	7
*SPECIAL USE PERMIT	\$200*	4
VACATION OF PUBLIC WAY	\$75*	5
PLANNED UNIT DEVELOPMENT	\$350*	1,3,4
AMENDED P.U.D.	\$150*	1,3,4
VARIANCE	\$200*	2,4
ADMINISTRATIVE APPEAL	\$30	6
APPEAL	\$30	6
VACATE EASEMENT NON-PLATTED	\$25*	8
VACATE EASEMENT PLATTED	\$100*	8

\*Subject to an additional recording fee if approved. (\$46.00 plus \$1.00 per page over 15)

I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Applicant's Name (Please Print)

Owner's Name (Please Print)

Applicant's Signature

Owner's Signature

(the following items will be completed by City staff)

DATE FILED 10/10/11 FEE PAID \$ 200 RECEIPT NO. 32179 PARCEL NO. \_\_\_\_\_

General Location: 628 Tenth Avenue S 1-0457-000

Legal Description:

A tract of land in the SE 1/4 NW 1/4 of Section 23, Township 102, Range 40, in the City of Worthington, described as follows:

Commencing at the point of intersection of the north line of Tenth Avenue and the Railroad Company's main track; thence southeasterly along the centerline of said Railroad Company's main track a distance of 349 feet; thence southwesterly perpendicular to the centerline of said Railroad Company's main track a distance of 90 feet to the point of beginning; thence continuing southwesterly perpendicular to the centerline of said Railroad Company's main track a distance of 205 feet, more or less, to the west line of Lot 4 in Block 53 of the Second Addition to the City of Worthington; thence north along said west line of Lot 4 a distance of 340 feet, more or less, to the south line of Tenth Avenue; thence east along said south line of Tenth Avenue a distance of 65 feet, more or less, to a point on a line parallel with and 90 feet from the centerline of said Railroad Company's main track; thence southeasterly along said parallel line a distance of 305 feet, more or less, to the point of beginning.

Together with

A parcel of land in Nobles County, Minnesota, described as follows:

In Block 53, Second Addition to the City of Worthington, Nobles County, Minnesota, in the West Half of Section 23, Township 102 North, Range 40 West; commencing at the Northwest corner of Albinson and Boberg's Subdivision thence Westerly along the South line of Tenth Avenue for a distance of approximately 200.41 feet; thence Southeasterly along the Easterly line of a parcel Grantor's predecessor conveyed to Alvin Krusemark by Quit Claim Deed dated December 26, 1969, recorded as Document No. 179229, for a distance of approximately 306.24 feet; thence Southwesterly along the Southerly line of a parcel conveyed to Alvin Krusemark for a distance of approximately 178.62 feet; thence Southerly along the West line of Lot 11, Block 53 for a distance of 210 feet; thence Easterly along the North line, extended, of that parcel Grantor's predecessor conveyed to L.P. Deuel and Louise K. Deuel, by Quit Claim Deed dated January 18, 1956 for a distance of approximately 375 feet; thence North 17 degrees 46 minutes West, more or less, along the West line of that parcel Grantor's predecessor conveyed to Lampert Lumber Yard by Quit Claim Deed dated May 27, 1970, for a distance of 410.95 feet; thence North 72 degrees 14 minutes East, more or less, along the Northerly line of that parcel conveyed to Lampert Lumber Yard, for a distance of 79.97 feet; thence North 17 degrees 46 minutes West, more or less, for a distance of approximately 145.72 feet to the point of the beginning.

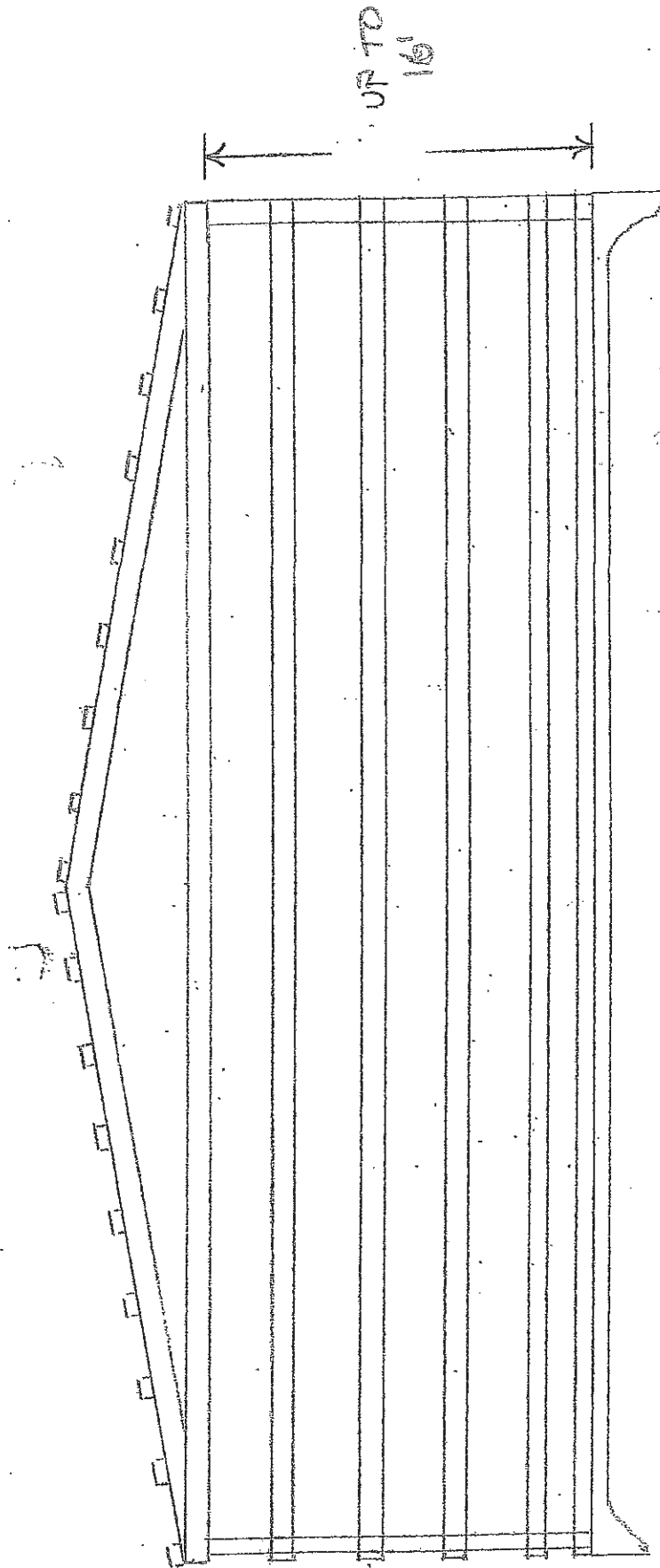
EXCEPT

That part of Lots 1, 2 and 3 of Block 53 of Second Addition to the City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the Northwest corner of Albinson and Boberg's Subdivision, according to the recorded plat thereof; thence on an assumed bearing of South 17 degrees 46 minutes 00 seconds East, along the westerly line of said Albinson and Bobergs Subdivision, a distance of 145.72 feet to an iron monument; thence South 72 degrees 14 minutes 10 seconds West, a distance of 79.97 feet to an iron monument; thence South 17 degrees 46 minutes 00 seconds East, a distance of 28.00 feet to an iron monument; thence South 72 degrees 14 minutes 00 seconds West, a distance of 70.00 feet to an iron monument; thence North 13 degrees 49 minutes 00 seconds West, a distance of 221.73 feet to an iron monument located on the north line of Block 53 of said Second Addition; thence South 88 degrees 20 minutes 44 seconds East, along said north line, a distance of 142.82 feet to the point of beginning.

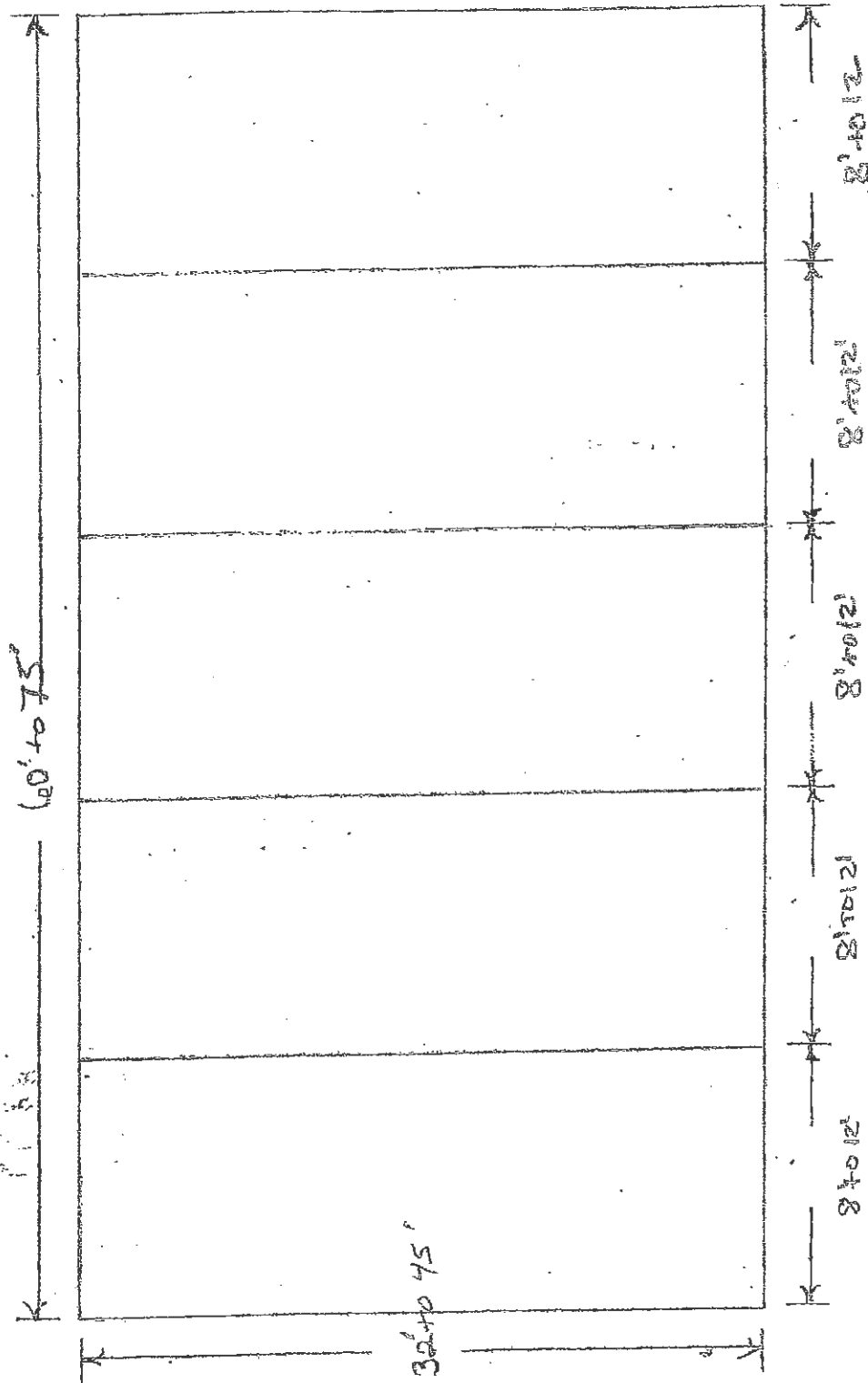
T'S RENTALS LLC  
 STORAGE UNITS  
 628 10TH AVE

2x6 GLULAM COLUMNS 12' O/C > 10' WALLS  
 2x4 STUDS WALLS 10' HIGH 2' O/C  
 TRUSSED RAFTERS 4 1/2 PITCH 6' O/C  
 ROOF AND WALL PURLINS 2x4 OR 2x10 3' O/C  
 WHITE STEEL WALLS AND ROOF



4" CEMENT SLAB ON GRADE  
 1/2 REBAR 30" O/C CROSS CROSS  
 THICKEN EDGES. WITH 1/2" ANCHOR BOLTS 5' O/C STOP W

TIS RENTALS LLC  
STORAGE UNITS  
LAYOUT PLAN A





DIAGONAL  
ROAD

CLEMENT STREET



PROPOSED STRUCTURES,  
FINISHED FLOOR TO BE  
7" ABOVE FINISHED FLOOR  
OF EXISTING STRUCTURE  
AT ADDRESS 628 10TH AVENUE

## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

NOVEMBER 8, 2017

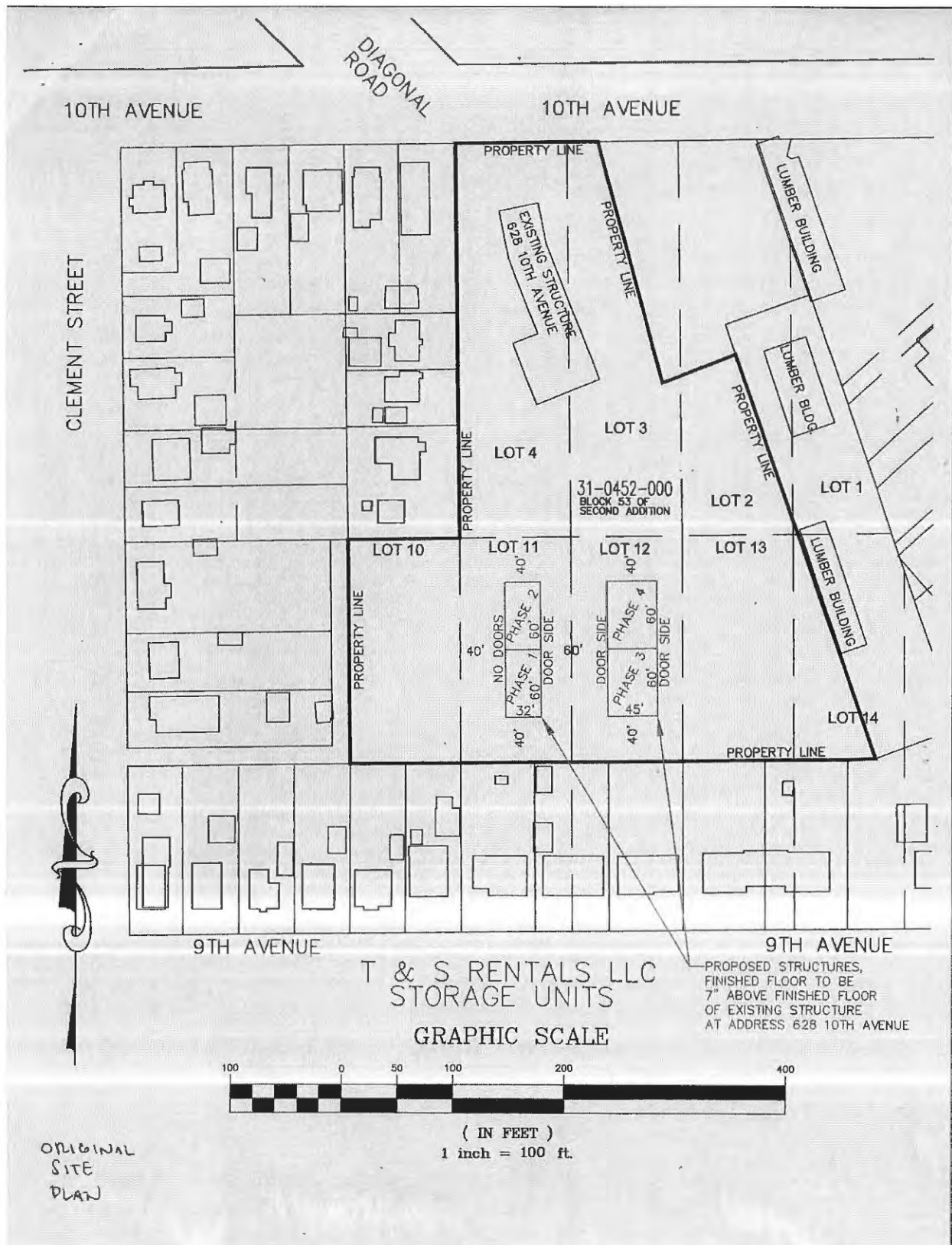


Exhibit 4B





## **PART II. NON-RESIDENTIAL USE GROUPS**

A. **DAILY RETAIL** - Any retail business supplying daily needs and commodities primarily for residents of the adjoining neighborhood, such as drugs, grocery, liquor for consumption off the premises, meats excluding slaughtering, and bakery and candy stores, including the baking and processing of food products when prepared for retail sale on the premises

B. **CONVENIENCE GOODS** - Any retail business supplying only daily need commodities for the residents of the surrounding neighborhoods, such as supermarkets, drug stores, florists, gift and card, book and stationery, hardware, paint and wallpaper, coins and philately, cosmetics and perfume, hobbies and toys, office supplies, tobacco shops, photographic supply and cold storage lockers, excluding slaughtering

C. **SHOPPER COMMON GOODS** - Such as apparel, variety, jewelry, shoes, and dry goods

D. **SHOPPER OCCASIONAL GOODS** - Such as leather, luggage, furs and foundation ware

E. **HOME FURNISHINGS** - Such as furniture, appliances, floor covering, draperies

F. **RESTAURANTS** - Restaurants, cafes, delicatessens and tea rooms, but not including entertainment, dancing, alcoholic beverages not consumed with a meal or drive-in restaurants

G. **RESTAURANTS (DRIVE-IN)** - Drive-in eating and drinking

H. **ENTERTAINMENT (PUBLIC)** - Bars, taverns, cocktail lounges, night clubs, theaters, billiard parlors, pool halls, bowling alleys and massage parlors

I. **OPEN AIR RECREATION** - Any type of commercial recreation including golf driving ranges, drive-in theaters, swimming pools, skating rinks, tennis clubs, but excluding auto race tracks

J. **DAILY SERVICES** - Any service establishment performing services primarily for residents of the adjoining neighborhood such as a barber, beautician, self-service laundries, clothes cleaning and laundry pickup stations, shoe repair and shine, and tailor shops

K. **OFFICE SERVICES** - Public and private offices, banks and financial, post office (not major distribution), utility office and collection, and photographers

L. **MEDICAL SERVICES (EXCLUDING NON-HUMAN)** - Medical clinic, optometrist, optical services, and chiropody

M. **HOUSEHOLD GOODS REPAIR SERVICES** - Including sales, parts and repair but not including appliance assembly or manufacturing, upholstery, watch and clock repair, locksmith, or pawn shop

N. **HOME IMPROVEMENT SERVICES** - Carpenter shops, plumbing and heating repair, painting and paper hanging shops, janitorial services, excluding contractor yards

O. **SUPPLIES** - Farm, feed and seed supply, lumber yards and lawn and gardening supplies

P. **AUTOMOTIVE AND FARM IMPLEMENT** - Automotive sales, parts, repair or for hire, auto accessories, auto auction, used car lots, farm implement sales, parts and repair, recreation vehicle sales, parts and repair, mobile home sales and storage

Q. **AUTOMOTIVE SERVICE** - Gas stations and car wash

R. **ANIMAL SERVICES** - Kennels, animal hospitals, veterinarian clinics, animal auction, livestock buying and selling, extermination and pounds

S. **MORTUARY**

T. **PARKING** - Automobile parking lots and garages, excluding repairs

U. **TERMINALS** - Ambulance and taxi service, bus, rail and rotocraft terminals excluding motor freight

V. **PRINTING TRADES** - Publishing, job printing, lithographing, blue printing

W. CLEANING - Clothes cleaning and dyeing, diaper service, laundries, linen supply and carpet and rug cleaning

X. EXTRACTIVE AND RECOVERY INDUSTRY - This group includes the mining, quarrying, excavation, processing, storing, separating, cleaning or marketing of natural resources such as sand, gravel, earth, peat, coal, minerals, gas, and oil, etc., the establishment or operation of junk yards or the salvaging or reclamation of materials

Y. MANUFACTURING - LIGHT ASSEMBLY - The manufacturing, compounding, assembling or treatment of products from the following previously prepared materials, bone, canvas, cellophane, cloth, cork, feathers, felt, fibre, fur, glass, hair, leather (tanned), horn, paper, plastics, precious or semi-precious metals or stones, sheet metal, shell, textiles, tobacco, wax, wood (except saw and planing mills) and yarns

Z. FIGURINES - The manufacture of pottery, figurines or other similar products, using only previously pulverized clay, and kilns fired only by electricity or gas

AA. MANUFACTURING - GENERAL - Any manufacturing use meeting performance standards (and not listed separately under MANUFACTURING: HEAVY, PRODUCTION, OR SPECIAL PROCESS)

BB. MANUFACTURING, HEAVY - The manufacturing of acetylene in excess of 15 pounds pressure psi; and acid; asbestos; asphalt and concrete mixing but not manufacturing; automobile assembly; bleaching, cleaning and dyeing plant brewing or distilling of liquors; brick, pottery, tile and terra cotta manufacturing; petroleum bulk storage in excess of 125,000 gallons cumulatively; candle or sperm oil manufacturing; disinfectant, insecticide or poison manufacturing; crematory; cooperage works; dextrine, starch or glucose manufacturing; emery cloth or sandpaper manufacturing; felt manufacturing; flour or grain mill; forge or foundry works; hair or hair products manufacturing; lime or lime products manufacturing; linoleum, oil cloth or oiled goods manufacturing; match manufacturing; meat packing, stockyards or slaughterhouses; paper and pulp manufacturing; perfume manufacturing; pickle, sauerkraut or sausage manufacturing; plaster manufacturing; poultry slaughter-house, including packing and storage for wholesale; printing ink manufacturing; radium products; sewage treatment plant; shoddy manufacturing; shoe blacking or polish manufacturing; steel fabrication; steam power plant, except where accessory to a permitted principal use; and stone and monument works

CC. MANUFACTURING - PRIMARY PRODUCTION - Manufacturing uses involving primary production of asphalt, cement, charcoal and fuel briquettes; aniline dyes; ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote hydrogen, and oxygen, industrial alcohol, nitrates of an explosive nature, potash, plastic materials, and synthetic resins, pyroxylin, rayon yarn, and hydrochloric, nitric, phosphoric, picric, and sulphuric acids; coal, coke, and tar products, including gas manufacturing; explosive, fertilizers, gelatine, animal glue and size; turpentine, rubber soaps, including fat rendering

DD. MANUFACTURING - SPECIAL PROCESS - The processes of nitrating of cotton or other materials; magnesium foundry; reduction, refining, smelting, and alloying of metal or metal ores; slag piles, refining petroleum products, such as gasoline, kerosene, naphtha, lubricating oil, distillation of wood or bones; storage, curing or tanning of raw, green or salted hides or skins

EE. TRANSIENT AMUSEMENT - Circus, carnivals and other transient amusement enterprises, auto race tracks and county fairs



FF. RAILROAD RIGHT-OF-WAY - Railroad right-of-way but not including terminals, transfer and storage tracks, nor accessory structures except incidentally provided for communication or switching equipment

**GG. WAREHOUSE - Wholesale warehouse and motor freight terminals**

HH. PET STORES

II. ADULT ORIENTED BUSINESS

JJ. CONTRACTOR YARD

KK. PETROLEUM BULK STORAGE - Storage of less than 125,000 gallons cumulatively

KEY: P - Permitted Use  
**SCHEDULE OF USE REGULATIONS** S - Special Development  
A - Accessory Use

NON-RESIDENTIAL USE GROUPS	RESIDENTIAL							BUSINESS				INDUSTRIAL		OTHER			
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	M-1	M-2	I	S	TZ	L
A. Daily Retail	—	—	—	S	S	—	—	P	P	P	P	S	—	S	—	—	—
B. Convenience Goods	—	—	—	—	S	—	—	P	P	P	P	—	—	—	—	—	—
C. Shopper Common Goods	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	—
D. Shopper Occasional Goods	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	—
E. Home Furnishings	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	—
F. Restaurants	—	—	—	—	S	—	—	—	P	P	P	S	—	S	—	—	—
G. Restaurants (Drive-In)	—	—	—	—	—	—	—	—	—	S	S	S	—	—	—	—	—
H. Entertainment (Public)	—	—	—	—	—	—	—	—	P	S	S	S	—	—	—	—	—
I. Open Air Recreation	—	—	—	—	—	—	—	—	—	P	S	S	—	—	—	—	—
J. Daily Services	—	—	—	—	S	—	—	P	P	P	P	S	—	S	—	—	—
K. Office Services	—	—	—	—	—	—	—	P	P	P	P	S	—	S	—	—	—
L. Medical Services	—	—	—	—	S	—	—	—	P	P	P	—	—	P	—	—	—
M. Household Goods - Repair Services	—	—	—	—	—	—	—	—	S	P	S	P	S	—	—	—	—
N. Home Improvement Services	—	—	—	—	—	—	—	—	S	P	S	P	S	—	—	—	—
O. Supplies	—	—	—	—	—	—	—	—	S	S	S	S	P	—	—	—	—
P. Automotive and Farm Implement	—	—	—	—	—	—	—	—	S	P	S	S	S	—	—	—	—

Q. Automotive Service	—	—	—	—	—	—	—	S	S	P	S	S	S	—	—	—	—
R. Animal Services	—	—	—	—	—	—	—	—	—	S	S	S	S	—	S	S	—
S. Mortuary	—	—	S	S	S	—	—	—	S	S	—	—	—	—	—	—	—
T. Parking	—	—	—	S	S	—	—	S	P	P	P	P	P	S	—	—	—
U. Terminals	—	—	—	—	—	—	—	—	P	P	S	P	S	AS	—	—	—
V. Printing Trades	—	—	—	—	—	—	—	—	P	P	S	P	P	—	—	—	—
W. Cleaning	—	—	—	—	—	—	—	—	P	P	S	P	P	—	—	—	—
X. Extractive and Recovery Industry	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—	S	—
Y. Manufacturing - Light Assembly	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—
Z. Figurines	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—
AA. Manufacturing- General	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—
BB. Manufacturing-Heavy	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—
CC. Manufacturing-Primary Production	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—
DD. Manufacturing-Special Process	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—
EE. Transient Amusement	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	S	—
FF. Railroad Right-of-Way	—	—	—	—	—	—	—	—	P	P	P	P	P	S	—	P	—
<b>GG. Warehouse</b>	—	—	—	—	—	—	—	—	—	S	—	P	P	—	—	—	—
HH. Pet Stores	—	—	—	—	—	—	—	—	S	S	S	S	—	—	—	S	—
II. Adult Oriented Businesses	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—	—
JJ. Contractor Yard	—	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—
KK. Petroleum Bulk Storage	—	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—	—

ZONING DISTRICTS																	
	RESIDENTIAL							BUSINESS				INDUSTRIAL		OTHER			
	R-1	R-2	R-3	R-4	R-5	R-6 <sup>F</sup>	R-7	B-1	B-2	B-3	B-4	M-1	M-2	I	S	TZ	L
For Dwellings																	
Minimum Lot Area	7,500 <sub>A</sub>	6,000 <sub>B</sub>	6,000 <sub>B</sub>	12,000 <sub>C</sub>	20,000 <sub>C</sub>	5,000	5,000	8,000 <sub>0</sub>	6,000 <sub>0</sub>	—	—	—	—	6,000	—	435,600	—
Minimum Lot Width	75	60	50	100	150	403	50	50	50	—	—	—	—	50	—	200	—
Minimum Front Yard	30	20	20	15	20	20	15	15	15	—	—	—	—	30	—	30	4
Minimum Rear Yard	30	20	20	20	30	20	20	20	20	—	—	—	—	30	—	30	—
Minimum Side Yard	10	8	8 <sup>D</sup>	10 <sup>E</sup>	15	10	8	4	4	—	—	—	—	10	—	10	10 or 5 <sup>H</sup>
For Other Uses																	
Minimum Lot Area	12,000 <sub>0</sub>	12,000 <sub>0</sub>	6,000	12,000	20,000	12,000 <sub>0</sub>	12,000 <sub>0</sub>	4,000 <sub>0</sub>	2,000 <sub>0</sub>	10,000 <sub>0</sub>	—	7,500	10,000 <sub>0</sub>	174,240	10,000 <sub>0</sub>	435,600	—

<b>Minimum Lot Width</b>	100	100	50	100	150	100	100	50	20	<b>50</b>	—	100	200	100	100	200	—
<b>Minimum Front Yard</b>	35	25	20	20	25	20	20	15	—	<b>50<sup>1</sup></b>	50	25	25	35	25	35	—
<b>Minimum Rear Yard</b>	30	20	20	20	20	20	20	10	—	<b>10</b>	50	10	10	20	10	10	—
<b>Minimum Side Yard</b>	20	10	8	10	15	10	10	10	—	<b>10</b>	30	10	10	10	10	—	—
For All Uses																	
Minimum Width	24	24	24	24	24	—	24	—	—	—	30	—	—	—	—	—	—
<b>Maximum Height (in feet)</b>	30	30	30	40	—	24	24	70	70	<b>70</b>	70	70	70	70	70	70	8
(in stories)	2.5	2.5	2.5	3.5	—	—	2.5	—	—	—	—	—	—	—	—	—	<sup>1</sup> / <sub>G</sub>
Maximum Building Coverage	30%	30%	30%	30%	50%	40%	30%	—	—	—	—	—	—	—	—	—	—





are met.



Exhibit 4G



Exhibit 4G



Exhibit 4G



A Proposal to Prepare a  
Comprehensive Housing Market Study for the  
City of Worthington, Minnesota

*Prepared for:*

City of Worthington  
Worthington, MN

January 2018



**Maxfield**  
Research & Consulting

7575 Golden Valley Road  
Suite 385  
Golden Valley, MN 55427  
612.338.0012  
[www.maxfieldresearch.com](http://www.maxfieldresearch.com)



January 19, 2018

Mr. Jason Brisson  
Director of Community/Economic Development  
City of Worthington  
303 Ninth Street  
Worthington, MN 56187

Dear Mr. Brisson:

Thank you for contacting Maxfield Research and Consulting, LLC to provide a proposal for a Comprehensive Housing Market Study for the City of Worthington, Minnesota. The study would examine demographic and economic factors, current housing market conditions, and would determine the market potential for developing additional housing products in the City. We would provide detailed recommendations (number of units/lots; unit mix and sizes; price/rent; housing features and amenities, etc.) for the housing types identified as being needed in the short- and long-term. In addition, recommendations would be provided on housing programs and other incentives that should be initiated to attract specific housing products. Finally, we understand the City of Worthington is considering developing lots and Maxfield can provide recommendations on subdivision concepts.

Along with the proposal is a statement of qualifications for our firm which provides a company background, outlines our services and representative clients, and provides resumes of Maxfield staff who would be conducting the housing study.

The work program for this housing market study is outlined on the following pages. The total fee for staff time for the analysis would be \$17,000.00, including expenses for outside data purchases, telephone expenses, photocopying, etc.; however, travel costs and printing costs are additional. Costs are presented for each major component of the work program. Maxfield Research and Consulting, LLC would be able to deliver a draft report of the housing analysis in approximately 120 to 140 days.

We welcome the opportunity to work with you on this project. If this proposal meets with your approval, please sign and return one copy of the contract. Please call me if you have any questions about the proposed work program or if you need any other information. I can also be reached via email at [mmullins@maxfieldresearch.com](mailto:mmullins@maxfieldresearch.com).

Sincerely,

MAXFIELD RESEARCH AND CONSULTING, LLC

A handwritten signature in black ink that reads "Matt Mullins". The signature is written in a cursive, flowing style.

Matt Mullins  
Vice President and Business Development

(main) 612-338-0012 (fax) 612-904-7979  
7575 Golden Valley Road, Suite 385, Golden Valley, MN 55427  
[www.maxfieldresearch.com](http://www.maxfieldresearch.com)



**Maxfield**  
Research & Consulting

January 19, 2018

Mr. Jason Brisson  
Director of Community/Economic Development  
City of Worthington  
303 Ninth Street  
Worthington, MN 56187

### **CONTRACT FOR PROFESSIONAL SERVICES**

Maxfield Research and Consulting, LLC proposes to provide market research and consulting services to the City of Worthington (the "Client") to prepare a Comprehensive Housing Market Study. The market study will determine the market potential for developing different types of owned and rented housing in Worthington through 2025 based on an examination of demographic and employment growth trends and current housing market conditions. Detailed recommendations (number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, etc.) for the housing types identified as needed in the short-term (2018 to 2020) and long-term (2020 to 2025) would be provided.

### **DESCRIPTION AND BIOGRAPHY OF FIRM**

Maxfield Research and Consulting, LLC has over 33 years of experience in assisting communities to determine market conditions for planning and development efforts, providing demographic estimates and projections, and analyzing county and municipal commercial and residential real estate needs. Our thorough knowledge of market trends in the real estate industry allows us to support our clients with valuable information that affects planning and development. We are able to determine viable solutions to the issues that communities face. We are local, regional and national with work completed in over 40 states.

Maxfield Research and Consulting, LLC provides research and analysis in the areas of general market housing, student housing, senior housing, office, retail, hospitality, industrial, and financial institutions. Maxfield also has experience in organizing and conducting focus groups, preparing and administering on-line and mail surveys, holding public forums for large scale planning documents, and organizing and making presentations to city councils, planning commissions, and economic development authorities. A more detailed company overview is located in the Appendix.

(main) 612-338-0012 (fax) 612-904-7979  
7575 Golden Valley Road, Suite 385, Golden Valley, MN 55427  
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## METHODOLOGY

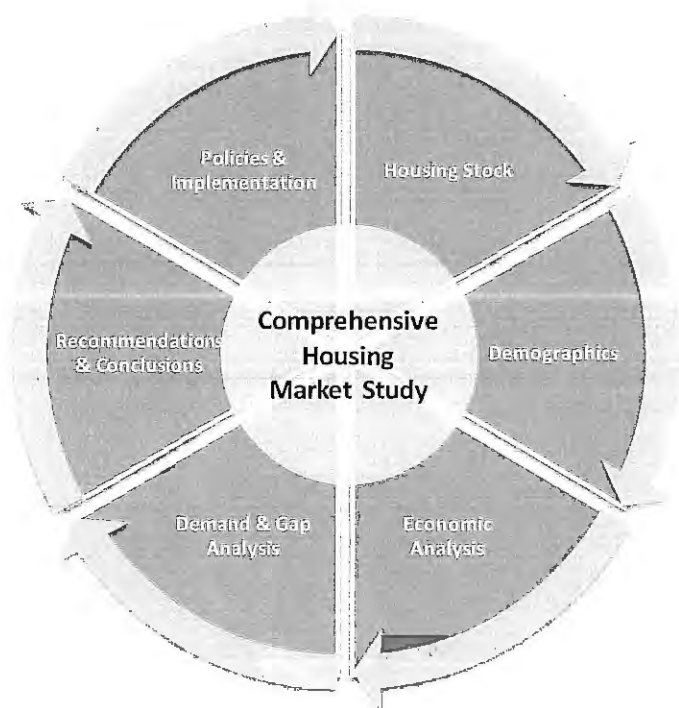
It is our understanding that the primary objective of this analysis is to provide the City of Worthington with a market-based analysis that will identify current and future housing needs in the City and help decision makers develop a greater understanding of the City's housing market. Maxfield Research and Consulting, LLC will provide detailed recommendations and an action plan for housing development (both short-term and long-term) and recommend tools and policies that will assist implementation. Our findings will provide a basis for community leaders, stakeholders, and decision-makers to guide future efforts when addressing housing needs.

The hallmark of Maxfield Research and Consulting, LLC's approach to comprehensive housing studies is a thoughtful, in-depth combination of primary and secondary research. Primary research includes surveys of existing housing properties, one-on-one interviews with major employers, developers, builders, Realtors, property managers, city and government agency staff, and others familiar with housing issues and the local housing market. Secondary research includes data obtained from reliable published sources including the Census Bureau, ESRI (a national demographics firm), State demographic centers and economic development agencies, among others.

Secondary published data is always reviewed carefully in light of other local factors revealed through the primary research that may have an impact on the analysis. The result is a custom report that provides the Client with information that is timely and locally pertinent.

Our work approach will draw on our experience and expertise in conducting housing studies on behalf of public entities and private developers.

**Maxfield Research and Consulting, LLC routinely completes over 100 housing studies annually and is a market leader on housing research and consulting in the Upper Midwest.**



## WHY MAXFIELD RESEARCH?

### We Know Southern Minnesota

- Benefit: Work efficiency – our past experience in Southern Minnesota will allow us to be on the ground immediately

### Housing Inventory

- Benefit: Maxfield Research's proprietary housing data includes detailed information on multifamily properties across the State of Minnesota & NW Iowa

### Experience Counts

- Benefit: Committed team of senior-level leaders; the four team members dedicated to this project have a combined 75 years of experience and have completed nearly 30 Comprehensive Housing Studies over the past two years

### Local Knowledge - National Experience

- Benefit: Our work is grounded in local issues/reality and we can integrate best practices from elsewhere

### Relationships

- Benefit: We have deep relationships with the development community; we understand their barriers and opportunities, we know what they want, and they will talk to us

### Full-Service Real Estate Advisory Firm

- Benefit: We understand the connection between all real estate types and we advise both public- and private-sector clients

### Comprehensive Approach

- Benefit: Data-driven analyses generate conclusions and recommendations based on market realities

### On the Ground Field Research

- Benefit: Hands-on field work, in-person interviews, telephone surveys, combined with the analysis of the Census and other data to gain the most information possible.

### Proven Methodologies & Results Oriented

- Benefit: Our process for projecting housing demand has proven to be effective and we deliver action-oriented strategies



## RESEARCH STAFF

**Mary Bujold**, CRE, President, Maxfield Research and Consulting, LLC, will serve as principle-in-charge of the project and serves as a consultant for the recommendations. Ms. Bujold has over thirty years of experience in housing market research and is regarded as a market expert in the field of residential real estate. Ms. Bujold has been involved in numerous housing and commercial analyses for private developers and public agencies and is currently leading a housing study for the City of Savage in Savage, Minnesota.

**Mr. Matt Mullins**, Vice President, will serve as the project manager and principal analyst for the project. Mr. Mullins will oversee the project timeline and will be responsible for the execution of the work program associated with the project. Mr. Mullins will work closely with junior staff to complete all work tasks associated with the project. Mr. Mullins was the lead analyst on several recent comprehensive housing studies, including projects completed for the Minnesota communities of Hutchinson, Elk River, Grand Rapids, Owatonna, Waseca, and Big Lake. Mr. Mullins is currently overseeing the comprehensive housing study for Chisago County, Minnesota and updating the City of Luverne, Minnesota housing plan. In addition, Mr. Mullins is a native of southwestern Minnesota and previously completed the Minnesota West Community & Technical College student housing plan for MNSCU in 2013.

**Mr. Joe Hollman**, Senior Research Analyst would assist Mr. Mullins on this project as a principal analyst. Mr. Hollman would be responsible for completing a portion of the data gathering for this project, including interviews, contacting housing developments, preparing the conclusions and recommendations, and compiling the written report. Mr. Hollman was the lead analyst on several recent comprehensive research studies that focused on the market demand for residential and commercial real estate, including comprehensive housing studies for the City of Austin, Minnesota, the City of Waverly, Iowa, and the City of Red Wing, Minnesota. Mr. Hollman is currently working on the comprehensive study for the City of River Falls, Wisconsin.

**Mr. Rob Wilder**, Research Analyst, will provide data gathering services for this project. Mr. Wilder will be responsible for compiling demographic and employment data and gathering base market information. Mr. Wilder has assisted on several comprehensive housing needs studies during his tenure with Maxfield Research and Consulting, LLC, including the City of Marshall, Minnesota and the Franklin County, Iowa. Mr. Wilder is currently working on tax credit affordable rental housing project in St. Paul, Minnesota.

Individual resumes of the project staff are included in the appendix.

## **SCOPE AND COST OF SERVICES – Comprehensive Housing Market Study**

### **A. Project Kickoff Meeting/Field Work**

1. Meet with representatives of the City of Worthington and other stakeholders to review project goals and objectives. Refine work program if required. This report will require some assistance from the stakeholders; data requests and other project assistance will be discussed during this time.
2. Conduct a windshield survey of the housing stock in Worthington.

### **B. Review of Past Studies/Planning Documents**

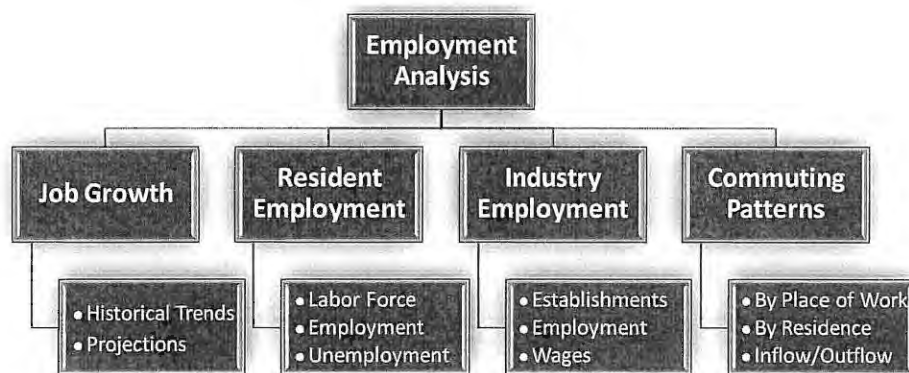
1. Obtain information on past housing studies/planning documents, ordinances, or other research reports/publications with information pertinent to the assignment. Review these documents and identify information from these documents that is important for this analysis; identify how current conditions have changed.
2. Summarize information obtained from previous documents and their impact on the current analysis; include conflicting information or document key issues and their relevance to the current project.

### **C. Demographic Analysis (Data will also be provided for comparison purposes to other Minnesota communities similar to Worthington. Peer communities will be discussed during the kick-off meeting)**

1. Identify the primary housing draw area for the City of Worthington, Minnesota.
2. Examine population and household growth trends and projections to 2025.
3. Examine demographic information on:
  - a) Population age distribution
  - b) Persons per household (household size)
  - c) Household incomes by age of householder
  - d) Household incomes by tenure
  - e) Household net worth
  - f) Household tenure
  - g) Household tenure by age of householder
  - h) Household tenure by household size
  - i) Household type
  - j) Diversity/ethnicity/culture
4. Present information on mobility trends.
5. Summarize links between the demographic profile and housing demand.
6. Discuss the implications of the findings on housing demand in Worthington.

**D. Employment Trends (data will also be provided for comparison purposes to peer communities)**

1. Examine local data on resident employment (based on place of residence).
2. Examine local data on covered employment (based on location of jobs).
3. Provide data on jobs by NAICS industry sector.
4. Identify major employers.
5. Identify commuting patterns of area workers.
  - a) Place of residence vs. place of employment
  - b) Wages
  - c) Demographic characteristics
6. Project job growth to 2025. Analyze any business expansions/contractions and their effect on the local housing market.
7. Interview economic development specialists, major employers, and local officials regarding major employment changes and other issues that may impact long-term employment projections.
8. Discuss the implications of the findings on housing demand in Worthington.



**E. Housing Characteristics & Condition**

1. Compile statistics on the age of the housing stock in Worthington and the draw area.
2. Compile residential building permit data by type of housing to the most current available figures for Worthington and the draw area.
3. Analyze U.S. Census and American Community Survey (ACS) findings collected between 2010 and 2016 (most current data). Compile the following:
  - a) Renter-occupied units by contract rent
  - b) Owner-occupied housing units by value
  - c) Owner-occupied housing units by mortgage status
  - d) Housing units by structure and occupancy
  - e) Housing units by occupancy status and tenure
4. Review housing market value data from City/County tax records (if available) or ACS.

5. Interview area housing professionals and other local governmental staff regarding housing conditions, economic development trends, and other factors that affect the local housing markets.
6. Identify the residential land supply and its impact on potential housing production.
7. Conduct a windshield survey of housing properties in Worthington. The windshield survey provides a visual assessment of the general conditions of the housing stock. Comment on properties or neighborhoods with code enforcement concerns and other substandard housing issues that have undesirable housing conditions.
8. Discuss the implications of the findings on housing demand in Worthington.

**F. For-Sale Housing Market Analysis**

1. Collect data on housing resale values (single-family and multifamily); examine price distribution and average/median sale price of home resales in Worthington and the draw area (Note: this may require assistance from the city or county assessor).
2. Analyze data on the inventory and list price of homes currently for sale.
3. Survey active and recently completed for-sale housing developments (single-family homes, townhomes, twinhomes, etc.) in Worthington and the surrounding area; analyze information on product types, lot sizes, home sizes, sale prices, buyer profile, and absorption (if available). For condominium or cooperative products (if any), provide data on building and unit amenities and common areas.
4. Identify Worthington's residential lot supply and the impact on potential housing production. Present information on vacant lots by year platted, subdivision, pricing, etc.
5. Identify pending for-sale housing developments in Worthington and the draw area, and discuss the likely impact of these developments on the housing market.
6. Interview real estate sales agents, developers, and builders to assess the overall strength of the for-sale housing market, buyer profiles, the impact of foreclosures/short sales on the housing market, desired housing types and price range, and unmet market niches.
7. Based on a windshield survey of homes in Worthington and interviews with City staff and Realtors discuss the overall condition of the owner-occupied housing stock in the City.

**G. General Occupancy Rental Market Analysis**

1. Survey larger (8-units or more) general occupancy rental housing projects, including subsidized (deep subsidy/extremely low income), affordable (shallow subsidy/very low income), workforce housing (80% to 120% of AMI) and market rate developments in the City. Map locations of the multifamily housing stock.
2. Analyze data collected from the rental survey on year built/remodeled, monthly rents, vacancies, rents per foot, unit types/sizes and features, common area amenities, and resident profiles.
3. Inventory pending rental developments in Worthington and the draw area and assess their potential impact on the market.

4. Interview owners/managers of rental housing in the area to assess rental trends and the need for additional rental housing in the City. Identify appropriate rental rates and the target markets for new rental construction in the community.

**H. Senior Housing Market Analysis**

1. Inventory existing senior housing developments in the draw area, including subsidized (deep subsidy), affordable (shallow subsidy), and market rate developments. Projects will include rental and for-sale active adult, congregate, assisted living, and memory care senior housing developments. In addition, collect information on skilled nursing facilities. Map locations of the senior housing stock.
2. Analyze data collected from the survey on year opened, number of units, vacancies, pricing, unit types and features, common-area amenities, services provided (if applicable), and resident profile.
3. Inventory pending senior developments in Worthington and the draw area and assess their potential impact on the market.
4. Interview managers/sponsors of senior housing in the area to assess market trends and the potential need for additional senior housing or skilled nursing care in Worthington.

**I. Housing Affordability**

1. Review and present income limits, maximum gross rents, and fair market rents by household size in Nobles County.
2. Based on income guidelines, present maximum rents based on household size and Area Median Income.
3. Based on the average rents by unit type from the *General Occupancy Rental Market Analysis Section*, present information on income-qualified renter households.
4. Based on the median home resale value from the *For-Sale Housing Market Analysis Section*, present information on income-qualified owner households.
5. Identify the number of cost burdened households (i.e. households paying more than 30% of their income on housing) in Worthington. Present cost burdened information for renters and owners.
6. Discuss housing voucher program in Worthington and present information on historic housing vouchers; both ported in and in the City.

**J. Conclusions and Recommendations**

1. Quantify demand for housing (subsidized, affordable, and market rate) in Worthington through 2025 based on employment and household growth projections, pent-up demand, turnover/mobility, and estimated replacement needs.
2. Identify potential target markets for new for-sale, rental, and senior housing.
3. Identify potential unmet market niches and discuss the primary deficiencies in the current market situation.
4. Based on lot supply and absorption trends, discuss the current supply and whether more lots should be platted in order to meet projected demand.



5. Suggest an appropriate housing mix by product type (rental, ownership, and senior) and price point and discuss the target markets for each.
6. Suggest appropriate development concepts in the short-term (developments needed by 2020) and long-term (2020 to 2025), including number of units, unit mix, sizes, sale prices or monthly rents, and in-unit features and common area amenities.
7. Discuss the potential need for public/private partnerships to achieve housing development goals and support economic development in Worthington.
8. Discuss housing programs and resources that may be administered by Worthington to help achieve housing goals (i.e. home improvement loans, energy and environmental sustainability, fix-up funds, foreclosure assistance, first-time home buyer classes, etc.). Review current programs provided by the City of Worthington and recommend other successful programs offered at other cities similar in size to Worthington.
9. Should the City of Worthington plan to be a land developer and plat subdivisions; Maxfield Research will provide input on future subdivision demand, pricing, and lot sizes.
10. Provide recommendations on other challenges and opportunities that relate to the housing stock and housing development in the City.

**K. Meetings and Client Contact**

1. One kick-off meeting with Client (in person or via conference call).
2. Review of the Draft analysis (via conference call) that would address report findings.
3. Formal presentation (in person) to appropriate governing body.
4. Report Preparation.

**Cost for Comprehensive Housing Market Study (Staff Time)**      **\$17,000.00**

**GIS MAPPING**

Maxfield Research and Consulting, LLC will present key data visually and spatially through GIS mapping. However, Maxfield Research will require assistance from the Client to obtain parcel level data and the County assessor database. We will provide a detailed data request list that will outline the mapping and data needs.

## COST OF SERVICES

The work outlined under the Scope of Services will be performed for Seventeen Thousand Dollars (\$17,000.00), including out-of-pocket expenses postage, long-distance telephone, data purchases, and an electronic version; but excluding travel expenses (meals, car rental, fuel, etc.) estimated to not exceed \$650.00. Work completed on the assignment would be billed to the Client monthly as costs are incurred. Any bound copies are available at an additional charge, estimated at about \$75/copy for two-sided color bound copies.

Any additional research or meeting time requested by the Client beyond that set forth in the accompanying Scope of Services will be billed at our normal hourly rates for staff time (\$55 to \$150). The following fee proposal provides a detailed summary of staff hours needed to complete this project. The fee proposal includes a breakdown of costs by project task and Maxfield Research and Consulting, LLC staff assigned to the project.

FEE PROPOSAL COMPREHENSIVE HOUSING MARKET STUDY FOR WORTHINGTON MINNESOTA							
Project Task	Maxfield Research and Consulting, LLC Staff						Cost by Task
	Mary Bujold <i>President</i>	Matt Mullins <i>Vice-Pres.</i>	Joe Hollman <i>Sr. Analyst</i>	Rob Wilder <i>Analyst</i>	Anika Steele <i>Support</i>	Maxfield Research <i>Total</i>	
A. Project Kick-off and Field Visit/Windshield Survey	0	8	0	0	0	8	\$1,080
B. Review of Past Studies	0	0	0	2	0	2	\$170
C. Demographic Analysis	0	0	0	19	0	18.65	\$1,585
D. Employment Trends	0	2	2	8	0	12	\$1,200
E. Housing Characteristics and Condition	0	2	0	12	0	14	\$1,290
F. For-Sale Housing Market Analysis	0	12	0	10	0	22	\$2,470
G. General Occupancy Rental Analysis	0	2	2	18	0	22	\$2,050
H. Senior Housing Market Analysis	0	1	0	11	0	12	\$1,070
I. Housing Affordability	0	1	0	6	0	7	\$645
J. Conclusions and Recommendations	2	14	0	14	0	30	\$3,380
K. Meetings and Report Preparation	0	6	2	2	2	12	\$1,380
L. Mapping & GIS	0	0	0	8	0	8	\$680
Total Hours	2	48	6	110	2	168	
(times) Hourly Rate	\$150	\$135	\$125	\$85	\$75		
Total Cost for Staff Time	\$300	\$6,480	\$750	\$9,320	\$150	\$17,000	
(Plus) Travel Cost (estimate)*						\$650	
Total Cost for Staff Time plus Travel	\$300	\$6,480	\$750	\$9,320	\$150	\$17,650	

\*Mileage billed at the standard IRS rate of \$0.545 per mile (2018 rate)

\*\*Printing cost billed at our direct cost estimated at \$75 per copy.

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## WORK PRODUCT

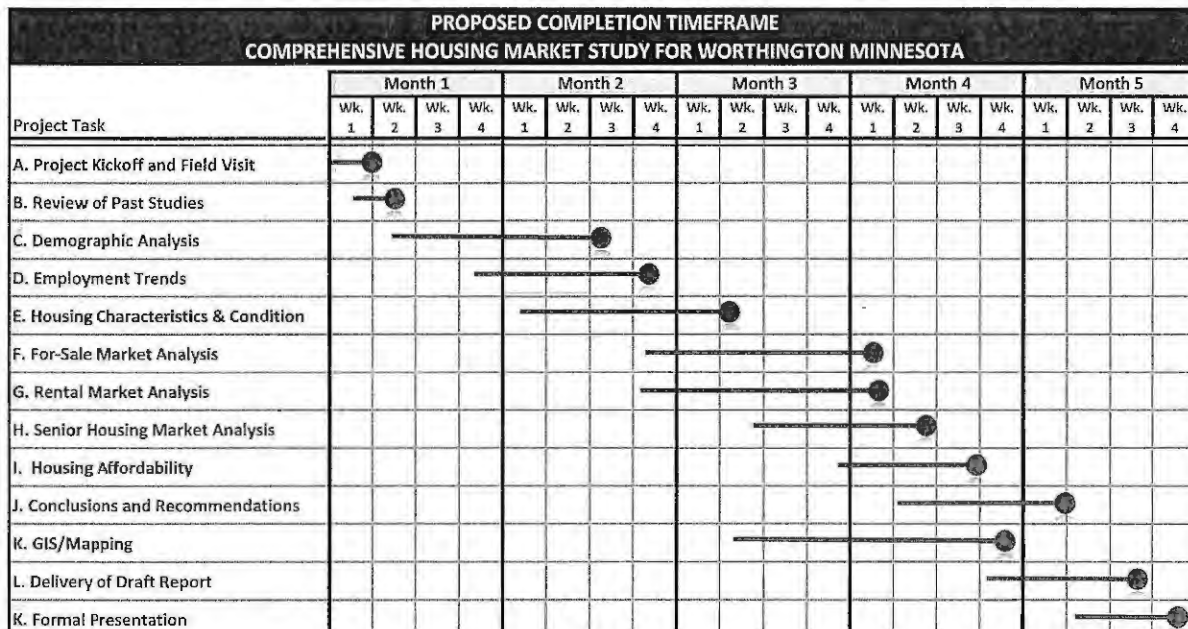
Findings will be presented in an electronic PDF format.

The Comprehensive Housing Market Study is accepted by many lenders, limited partners, investors or governmental bodies who require such documentation to satisfy their financing criteria.

## COMPLETION TIME

The work outlined under Scope of Services will be completed in draft form within 120 to 140 days of the execution of this agreement unless delayed by unexpected emergencies, forces beyond the control of the parties, or by written agreement of the parties.

A final report would be issued within two weeks of receiving all comments and feedback from the Client.



## **PAYMENT**

All invoices are payable to Maxfield Research and Consulting, LLC within fifteen (15) days of receipt of an invoice showing the work completed and the direct costs for expenses. A finance charge of one and one-half percent (1.5%) per month will be added to the unpaid balance of each invoice not paid within thirty (30) days.

All invoices are sent via email. A current email address needs to be supplied to Maxfield Research for billing purposes. A final invoice will be sent with the release of the draft report.

## **DISCLAIMER**

The objective of this research assignment is to gather and analyze as many market components as is reasonable within the time limits and projected staff hours set forth in this agreement.

We assume no responsibility for matters legal in character. The property/land is assumed to be free and clear of any indebtedness, liens or encumbrances; and good and marketable title and competent management are assumed, unless otherwise stated.

If building plans or site plans are included in the report, they are to be considered only approximate and are submitted to assist the reader in visualizing the property. We assume no responsibility for the accuracy of any building or site plans.

Certain information and statistics contained in the report, which are the basis for conclusions contained in the report, will be furnished by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy.

The conclusions in the report are based on our best judgments as market research consultants. Maxfield Research and Consulting, LLC disclaims any express or implied warranty of assurance of representation that the projections or conclusions will be realized as stated.

The result of the proposed project may be achieved, but also may vary due to changing market conditions characteristic of the real estate industry, changes in facts that were the basis of conclusions in this report, or other unforeseen circumstances.

In the event payment is not received on a timely basis, Maxfield Research and Consulting, LLC shall be entitled to a lien against the subject property.

This agreement will be construed according to the laws of the State of Minnesota.

## TERMINATION

This agreement may be terminated upon written notification of either party to the other. In the event of termination, the Client will pay Maxfield Research and Consulting, LLC for staff hours performed at the firm's normal hourly rates, plus all expenses incurred through the date of termination.

If this proposal meets with your approval, please sign and return one copy to the offices of Maxfield Research and Consulting, LLC.

The costs outlined in the Scope of Services shall remain in effect for a period of 90 days from the date listed at the top of this contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

MAXFIELD RESEARCH AND CONSULTING, LLC

CITY OF WORTHINGTON, MINNESOTA



\_\_\_\_\_  
Matt Mullins  
Vice President

\_\_\_\_\_  
(Signature of Authorized Signer)

By: \_\_\_\_\_  
(Print Name of Authorized Signer)

Its: \_\_\_\_\_  
(Print Title of Authorized Signer)



**SELECTED HOUSING STUDIES/REFERENCES**  
**Maxfield Research and Consulting, LLC**

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- |   |                    |
|---|--------------------|
| <b>1. Comprehensive Housing Needs Analysis for Chisago County, Minnesota</b>  | <b>In Progress</b> |
| Client: Chisago County EDA  |                    |
| Contact: Nancy Hoffman, (651) 674-5664, <a href="mailto:nancy@chisagocounty.org">nancy@chisagocounty.org</a>                          |                    |
| <b>2. Comprehensive Housing Needs Analysis for Winona, Minnesota</b>  | <b>2016</b>        |
| Client: City of Winona  |                    |
| Contact: Lucy McMartin, (507) 457-8250, <a href="mailto:LMcMartin@ci.winona.mn.us">LMcMartin@ci.winona.mn.us</a>                      |                    |
| <b>3. Comprehensive Housing Needs Analysis for Luverne, Minnesota</b>   | <b>2016</b>        |
| Client: City of Luverne EDA   |                    |
| Contact: Holly Sammons, (507) 449-5033, <a href="mailto:hsammons@cityofluverne.org">hsammons@cityofluverne.org</a>                    |                    |
| <b>4. Comprehensive Housing Needs Analysis for Big Lake, Minnesota</b>  | <b>2016</b>        |
| Client: City of Big Lake  |                    |
| Contact: Hanna Klimmek, (763) 251-2979, <a href="mailto:hklimmek@biglake.org">hklimmek@biglake.org</a>                                |                    |
| <b>5. Comprehensive Housing Needs Analysis for Elk River, Minnesota</b>   | <b>2016</b>        |
| Client: City of Elk River   |                    |
| Contact: Amanda Othoudt, (763) 635-1042, <a href="mailto:aouthoudt@elkrivernm.gov">aouthoudt@elkrivernm.gov</a>                       |                    |
| <b>6. Comprehensive Housing Market Study for Waseca, Minnesota</b>  | <b>2016</b>        |
| Client: City of Waseca  |                    |
| Contact: Danny Lenz, (507) 835-9700, <a href="mailto:dannyl@ci.waseca.mn.us">dannyl@ci.waseca.mn.us</a>                               |                    |
| <b>7. Comprehensive Housing Study for Marshall, Minnesota</b>   | <b>2015</b>        |
| Client: Marshall EDA  |                    |
| Contact: Cal Brink, (507) 532-4484, <a href="mailto:calb@marshall-mn.org">calb@marshall-mn.org</a>                                    |                    |
| <b>8. Comprehensive Housing Needs Analysis for Sleepy Eye, Minnesota</b>  | <b>2014</b>        |
| Client: Sleepy Eye EDA  |                    |
| Contact: Kurk Kramer, (507) 794-5636, <a href="mailto:eda@sleepyeye-mn.com">eda@sleepyeye-mn.com</a>                                  |                    |
| <b>9. Comprehensive Housing Study for Red Wing, Minnesota</b>   | <b>2014</b>        |
| Client: Red Wing Housing and Redevelopment Authority  |                    |
| Contact: Randal Hemmerlin, (651) 388-0397, <a href="mailto:Randal.hemmerlin@ci.red-wing.mn.us">Randal.hemmerlin@ci.red-wing.mn.us</a> |                    |
| <b>10. Comprehensive Multifamily Housing Study for Montrose, Minnesota</b>  | <b>2014</b>        |
| Client: City of Montrose  |                    |
| Contact: Barb Swanson, (763) 575-7422, <a href="mailto:bswanson@montrose-mn.com">bswanson@montrose-mn.com</a>                         |                    |

- 11. Comprehensive Housing Needs Assessment for Olmsted County, Minnesota** 2014  
Client: Olmsted County Community Services, Mayo Clinic, and Rochester Area Foundation  
Contact: Paul Fleissner, (507) 328-6400, [fleissner.paul@co.olmsted.mn.us](mailto:fleissner.paul@co.olmsted.mn.us)
- 12. Comprehensive Housing Needs Analysis for St. Louis Park, Minnesota** 2013  
Client: City of St. Louis Park  
Contact: Michelle Schnitker, (952) 924-2571, [mschnitker@stlouispark.org](mailto:mschnitker@stlouispark.org)
- 13. Housing Market Analysis and Demand Estimates for Owatonna, Minnesota** 2013  
Client: Owatonna HRA/Community Development  
Contact: Troy Klecker, (507) 774-7316, [Troy.Klecker@ci.owatonna.mn.us](mailto:Troy.Klecker@ci.owatonna.mn.us)
- 14. A Comprehensive Housing Study for Austin, Minnesota** 2013  
Client: Austin HRA/Community Development Dept.  
Contact: Craig Hoium, (507) 437-9952
- 15. Comprehensive Housing Needs Analysis for Hutchinson, Minnesota** 2012  
Client: City of Hutchinson and Hutchinson HRA  
Contact: Jean Ward, (320) 234-4451, [jward@ci.hutchinson.mn.us](mailto:jward@ci.hutchinson.mn.us)
- 16. Comprehensive Housing Needs Assessment for Scott County, Minnesota** 2012  
Client: Scott County Community Development Authority  
Contact: William Jaffa, (952) 402-9022

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERIPRIDE	1/26/18	4 WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	126.62_
				TOTAL:	126.62
ARNOLD MOTOR SUPPLY	1/26/18	BATTERY FOR UNIT #304	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	95.47_
				TOTAL:	95.47
BAHRS SMALL ENGINE	1/26/18	SAW REPAIR	RECREATION	TREE REMOVAL	90.00_
				TOTAL:	90.00
BELTLINE AUTOMOTIVE	1/26/18	SERVICE #103	ELECTRIC	O-DISTR SUPER & ENG	339.69_
				TOTAL:	339.69
BROUILLET DANIEL	1/26/18	REIMBURSE MSCIC CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	32.30_
				TOTAL:	32.30
C&S CHEMICALS INC	1/26/18	4,114 GALLONS ALUM ON 12/2	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,792.81_
				TOTAL:	4,792.81
CEMSTONE CONCRETE MATERIALS LLC	1/26/18	WORTHMORE LEAK REPAIR	WATER	M-TRANS MAINS	557.08_
				TOTAL:	557.08
COMMERCIAL PARTNERS TITLE LLC	1/26/18	MN WEST HOUSING LOAN #2	WRH	NON-DEPARTMENTAL	580,436.45_
				TOTAL:	580,436.45
COMMUNITY EDUCATION	1/26/18	WINTER COMM ED CATALOG	GENERAL FUND	CENTER FOR ACTIVE LIVI	250.00_
				TOTAL:	250.00
CUNNINGHAM GROUP ARCHITECTURE INC	1/26/18	DESIGN GUIDELINES	GENERAL FUND	ECONOMIC DEVELOPMENT	11,611.00_
				TOTAL:	11,611.00
DANS ELECTRIC INC	1/26/18	RECONNECT #3 FILTER PUMP	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	207.50_
				TOTAL:	207.50
DEPARTMENT OF LABOR AND INDUSTRY	1/26/18	4TH QTR BLDG PERMIT SURCHA	GENERAL FUND	NON-DEPARTMENTAL	3,584.94_
				TOTAL:	3,584.94
DEPUTY REGISTER #33	1/26/18	LICENSE BRDTF TRAILER	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	6.00
	1/26/18	TITLE/REGISTER	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.00_
				TOTAL:	22.00
ELSING SHAWN	1/26/18	REIMBURSE PENLINK CONFEREN	GENERAL FUND	POLICE ADMINISTRATION	25.87
	1/26/18	REIMBURSE PENLINK CONFEREN	GENERAL FUND	POLICE ADMINISTRATION	68.37_
				TOTAL:	94.24
FRONTIER COMMUNICATION SERVICES	1/26/18	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	59.59
	1/26/18	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	497.44
	1/26/18	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	180.19
	1/26/18	PHONE SERVICE	GENERAL FUND	ACCOUNTING	67.02
	1/26/18	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	158.33
	1/26/18	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	144.07
	1/26/18	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	26.08
	1/26/18	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	224.97
	1/26/18	PHONE SERVICE	GENERAL FUND	PAVED STREETS	133.80
	1/26/18	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	270.61
	1/26/18	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	199.27
	1/26/18	PHONE SERVICE	RECREATION	PARK AREAS	155.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/26/18	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	96.93
	1/26/18	PHONE SERVICE	LIQUOR	O-GEN MISC	185.23
	1/26/18	PHONE SERVICE	AIRPORT	O-GEN MISC	90.59
	1/26/18	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	126.74
	1/26/18	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	25.38_
				TOTAL:	2,642.02
GRAINGER	1/26/18	OPERATING SUPPLIES	WATER	O-DISTR MISC	55.54
	1/26/18	TIE DOWS FOR TRAILER	ELECTRIC	O-DISTR MISC	103.08_
				TOTAL:	158.62
GRIMMIUS NATHAN	1/26/18	REIMBURSE PENLINK CONFEREN	GENERAL FUND	POLICE ADMINISTRATION	423.72
	1/26/18	REIMBURSE ZIPLOCK EVIDENCE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	34.47_
				TOTAL:	458.19
HACH COMPANY	1/26/18	LAB CHEMICALS	WATER	O-PURIFY MISC	169.12
	1/26/18	LAB CHEMICALS	WATER	O-PURIFY MISC	24.79_
				TOTAL:	193.91
HARLAND TECHNOLOGY SERVICES	1/26/18	MAINTENANCE AGREEMENT-PRIN	DATA PROCESSING	DATA PROCESSING	701.00_
				TOTAL:	701.00
INTERNATIONAL ASSOCIATION OF FIRE CHIE	1/26/18	MEMBERSHIP	GENERAL FUND	FIRE ADMINISTRATION	234.00_
				TOTAL:	234.00
INTL UNION LOCAL #49	1/26/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	124.60
	1/26/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	97.10
	1/26/18	UNION DUES	RECREATION	NON-DEPARTMENTAL	44.60
	1/26/18	UNION DUES	RECREATION	NON-DEPARTMENTAL	46.52
	1/26/18	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	14.02
	1/26/18	UNION DUES	WATER	NON-DEPARTMENTAL	83.68
	1/26/18	UNION DUES	WATER	NON-DEPARTMENTAL	96.79
	1/26/18	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	117.32
	1/26/18	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	119.35
	1/26/18	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	6.02
	1/26/18	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	5.72
	1/26/18	UNION DUES	AIRPORT	NON-DEPARTMENTAL	3.28_
				TOTAL:	759.00
JERRY'S AUTO SUPPLY	1/26/18	WINDSHIELD WASHER FLUID	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	7.98
	1/26/18	TAPE, SMALL TOOLS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	15.97_
				TOTAL:	23.95
LAW ENF LABOR SERV INC #4	1/26/18	UNION DUES-LESS HEIMER	GENERAL FUND	NON-DEPARTMENTAL	514.50
	1/26/18	UNION DUES-LESS HEIMER	GENERAL FUND	NON-DEPARTMENTAL	514.50_
				TOTAL:	1,029.00
LAW ENFORCEMENT LABOR SERVICES INC #27	1/26/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	196.00
	1/26/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	49.00_
				TOTAL:	245.00
LOCATORS & SUPPLIES INC	1/26/18	PULL ROPE	ELECTRIC	O-DISTR MISC	529.36_
				TOTAL:	529.36
MEDIACOM	1/26/18	HIGH SPEED INTERNET	GENERAL FUND	PAVED STREETS	76.95_
				TOTAL:	76.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MID-STATES ORGANIZED CRIME INFO CENTER	1/26/18	2018 MEMBERSHIP	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	100.00_
				TOTAL:	100.00
MINNESOTA BENEFIT ASSOCIATION	1/26/18	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.92
	1/26/18	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.92
	1/26/18	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	70.65
	1/26/18	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	70.65
	1/26/18	INSURANCE	GENERAL FUND	PAVED STREETS	94.26
	1/26/18	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	55.59
	1/26/18	INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	24.17
	1/26/18	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	1/26/18	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	1/26/18	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	1/26/18	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	1/26/18	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	1/26/18	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	1/26/18	INSURANCE	WATER	GENERAL ADMIN	8.98-
	1/26/18	INSURANCE	WATER	GENERAL ADMIN	32.08
	1/26/18	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	15.79
	1/26/18	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	16.11
	1/26/18	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.63
	1/26/18	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.93
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABOR	96.92
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	0.01
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	96.92
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	7.18-
	1/26/18	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.66
	1/26/18	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	1/26/18	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	1/26/18	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	1/26/18	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	1/26/18	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	1/26/18	INSURANCE	ELECTRIC	GENERAL ADMIN	43.68-
	1/26/18	INSURANCE	ELECTRIC	GENERAL ADMIN	156.10
	1/26/18	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.96
	1/26/18	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.64
	1/26/18	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.78
	1/26/18	MN BENEFITS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.48
	1/26/18	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	1/26/18	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	1/26/18	INSURANCE	AIRPORT	O-GEN MISC	19.33_
				TOTAL:	1,449.23
MINNESOTA DEPARTMENT OF HEALTH	1/26/18	WATERMAIN PLAN REVIEW	WATER	PROJECT #8	150.00_
				TOTAL:	150.00
MISCELLANEOUS V FLORES JASMIN L	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	81.78
FLORES JASMIN L	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.17
KENNEDY MICHAEL	1/26/18	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	188.18
LINDEMANN LINDA	1/26/18	CUSTOMER REBATE ELECTRIC		CUSTOMER INSTALL EXPEN	150.00
LOPEZ RAMIREZ EDWIN F	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	73.31
LOPEZ RAMIREZ EDWIN F	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.08
RODRIGUEZ MIGUEL A	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	156.96
RODRIGUEZ MIGUEL A	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.08
SCHOLTEN WALLACE	1/26/18	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	47.61



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SOUTHWEST MINNESOTA	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	11.62
SOUTHWEST MINNESOTA	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.08
SW MENTAL HEALTH	1/26/18	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	45.83
VANDENBOSCH LOGAN D	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	66.81
VANDENBOSCH LOGAN D	1/26/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.12_
				TOTAL:	822.63
MN CHILD SUPPORT PAYMENT CTR	1/26/18	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	304.56_
				TOTAL:	304.56
MPCA	1/26/18	MPCA LAB CERTIFICATION 201	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	2,025.00_
				TOTAL:	2,025.00
NALCO COMPANY	1/26/18	PHOSPHATE	WATER	O-PURIFY	2,827.64_
				TOTAL:	2,827.64
NCPERS MINNESOTA 851801	1/26/18	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	172.17
	1/26/18	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	176.95
	1/26/18	FARAGHER JAN FOR FEB	GENERAL FUND	NON-DEPARTMENTAL	15.95
	1/26/18	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	1/26/18	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	1/26/18	LIFE INS	RECREATION	NON-DEPARTMENTAL	22.72
	1/26/18	LIFE INS	RECREATION	NON-DEPARTMENTAL	21.57
	1/26/18	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.51
	1/26/18	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	1/26/18	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.21
	1/26/18	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.50
	1/26/18	LIFE INS	WATER	NON-DEPARTMENTAL	18.10
	1/26/18	LIFE INS	WATER	NON-DEPARTMENTAL	24.28
	1/26/18	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.86
	1/26/18	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.59
	1/26/18	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	1/26/18	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.27
	1/26/18	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.20
	1/26/18	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.24
	1/26/18	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	1/26/18	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	1/26/18	LIFE INS	AIRPORT	NON-DEPARTMENTAL	0.24
	1/26/18	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	1/26/18	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
				TOTAL:	672.00
NOBLES COUNTY AUDITOR/TREASURER	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	2,166.81
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	215.50
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	373.42
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	5,790.68
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	1,259.57
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	217.91
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	1,676.65
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	55.62
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	1,422.65
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	5,014.16
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	259.38
	1/26/18	4TH QTR SECURITY BLDG	GENERAL FUND	SECURITY CENTER	2,180.15_
				TOTAL:	20,632.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MN PEIP	1/26/18	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	8,094.69
	1/26/18	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	8,015.40
	1/26/18	JAN FOR FEB INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	2,206.02
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	599.58
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	MAYOR AND COUNCIL	599.58
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	700.47
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ADMINISTRATION	700.47
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	846.77
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	CLERK'S OFFICE	846.77
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	700.60
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ACCOUNTING	700.60
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	2,805.08
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ENGINEERING ADMIN	1,082.43
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	1,105.89
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ECONOMIC DEVELOPMENT	1,105.89
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	112.52
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	GENERAL GOVT BUILDINGS	112.42
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	11,674.49
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	14.10
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	POLICE ADMINISTRATION	12,782.55
	1/26/18	JAN FOR FEB INSURANCE-BOMG	GENERAL FUND	POLICE ADMINISTRATION	1,400.94
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,494.71
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,494.69
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,494.71
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SECURITY CENTER	2,494.69
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	149.77
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ANIMAL CONTROL ENFORCE	149.90
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	570.30
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	PAVED STREETS	576.39
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	2,048.16
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	PUBLIC WORK SHOP	1,733.96
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ICE AND SNOW REMOVAL	692.32
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	ICE AND SNOW REMOVAL	597.68
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SIGNS AND SIGNALS	67.06
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	SIGNS AND SIGNALS	134.12
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	CODE ENFORCEMENT	302.87
	1/26/18	HEALTH INS ADMIN	GENERAL FUND	MISC SPECIAL DAYS/EVEN	310.59
	1/26/18	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	74.95
	1/26/18	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	74.95
	1/26/18	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	299.79
	1/26/18	HEALTH INS ADMIN	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	299.79
	1/26/18	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	608.35
	1/26/18	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	614.30
	1/26/18	JAN FOR FEB INSURANCE	RECREATION	NON-DEPARTMENTAL	72.16
	1/26/18	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,428.60
	1/26/18	HEALTH INS ADMIN	RECREATION	PARK AREAS	1,466.68
	1/26/18	HEALTH INS ADMIN	RECREATION	OLSON PARK CAMPGROUND	83.91
	1/26/18	HEALTH INS ADMIN	RECREATION	TREE REMOVAL	91.58
	1/26/18	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.53
	1/26/18	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.52
	1/26/18	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.50
	1/26/18	HEALTH INS ADMIN	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	37.47
	1/26/18	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	59.97
	1/26/18	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	61.53
	1/26/18	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	239.88

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/26/18	HEALTH INS ADMIN	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	246.14
	1/26/18	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	22.46
	1/26/18	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	251.05
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	MILES DRIVE-FAIRWAY LN	113.83
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	VIKING RD-DIAGONAL ROA	35.02
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	OAKWOOD,PINEWOOD,MAPLE	52.54
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	PINEWOOD,OAKWOOD&BRIAR	70.05
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	GREENVIEW&HOMWOOD-MIL	65.67
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	2017 DIAGONAL RD OVERL	35.02
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	113.67
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	35.02
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	OVERLAY PROGRAM	52.54
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	N CRAILSHEIM ROAD WATE	6.96
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	N CRAILSHEIM ROAD WATE	52.54
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	6.95
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	52.54
	1/26/18	HEALTH INS ADMIN	IMPROVEMENT CONST	OTHER MISC PROJECTS	424.66
	1/26/18	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	596.91
	1/26/18	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	837.29
	1/26/18	HEALTH INS ADMIN	WATER	O-SOURCE WELLS & SPRNG	12.51
	1/26/18	HEALTH INS ADMIN	WATER	O-PUMPING	123.88
	1/26/18	HEALTH INS ADMIN	WATER	O-PUMPING	141.45
	1/26/18	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	644.88
	1/26/18	HEALTH INS ADMIN	WATER	O-PURIFY LABOR	516.81
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR SUPER AND ENG	546.98
	1/26/18	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	291.04
	1/26/18	HEALTH INS ADMIN	WATER	O-DIST UNDERGRND LINES	429.78
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR METERS	5.70
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR METERS	5.47
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR MISC	530.45
	1/26/18	HEALTH INS ADMIN	WATER	O-DISTR MISC	474.50
	1/26/18	HEALTH INS ADMIN	WATER	M-SOURCE WELLS & SPRNG	15.36
	1/26/18	HEALTH INS ADMIN	WATER	M-SOURCE WELLS & SPRNG	171.42
	1/26/18	HEALTH INS ADMIN	WATER	M-TRANS MAINS	353.13
	1/26/18	HEALTH INS ADMIN	WATER	M-TRANS MAINS	296.64
	1/26/18	HEALTH INS ADMIN	WATER	GENERAL ADMIN	82.05
	1/26/18	HEALTH INS ADMIN	WATER	GENERAL ADMIN	74.54
	1/26/18	HEALTH INS ADMIN	WATER	ADMIN OFFICE SUPPLIES	3.13
	1/26/18	HEALTH INS ADMIN	WATER	ACCTS-METER READING	165.03
	1/26/18	HEALTH INS ADMIN	WATER	ACCTS-METER READING	273.49
	1/26/18	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	169.24
	1/26/18	HEALTH INS ADMIN	WATER	ACCTS-RECORDS & COLLEC	169.24
	1/26/18	HEALTH INS ADMIN	WATER	PROJECT #8	649.21
	1/26/18	HEALTH INS ADMIN	WATER	PROJECT #9	83.48
	1/26/18	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,041.03
	1/26/18	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,068.87
	1/26/18	JAN FOR FEB INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	200.70
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	164.09
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	164.09
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	113.63
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	123.63
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	382.89
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	382.89
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	732.04
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABOR	619.57

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	564.27
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	555.74
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.99
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	O-PURIFY MISC	14.99
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	719.22
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	759.83
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	661.69
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	746.83
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	65.64
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	GENERAL ADMIN	59.63
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.13
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	139.14
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	139.14
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #2	56.80
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #4	18.15
	1/26/18	HEALTH INS ADMIN	MUNICIPAL WASTEWAT	PROJECT #6	27.22
	1/26/18	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	922.18
	1/26/18	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	856.47
	1/26/18	JAN FOR FEB INSURANCE	ELECTRIC	NON-DEPARTMENTAL	228.48
	1/26/18	HEALTH INS ADMIN	ELECTRIC	O-DISTR UNDERGRND LINE	53.76
	1/26/18	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	1,064.59
	1/26/18	HEALTH INS ADMIN	ELECTRIC	O-DISTR MISC	718.85
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-SOURCE STRUCTURES	81.68
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-SOURCE STRUCTURES	80.30
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	49.28
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-CISTR SUPER & ENG	47.31
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR STATION EQUIPM	39.46
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	517.22
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR UNDERGRND LINE	704.43
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	12.58
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR ST LITE & SIG	59.13
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR PLANT MISC	474.77
	1/26/18	HEALTH INS ADMIN	ELECTRIC	M-DISTR PLANT MISC	335.21
	1/26/18	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	399.29
	1/26/18	HEALTH INS ADMIN	ELECTRIC	GENERAL ADMIN	362.75
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ADMIN OFFICE SUPPLIES	31.29
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	140.70
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-METER READING	164.09
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	762.42
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-RECORDS & COLLEC	762.42
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	149.89
	1/26/18	HEALTH INS ADMIN	ELECTRIC	ACCTS-ASSISTANCE	149.89
	1/26/18	HEALTH INS ADMIN	ELECTRIC	FA DISTR ST LITE & SIG	193.29
	1/26/18	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	90.41
	1/26/18	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	90.09
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	205.16
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	STORM DRAINAGE	189.20
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #6	43.78
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #6	35.02
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #13	47.17
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #20	61.29
	1/26/18	HEALTH INS ADMIN	STORM WATER MANAGE	PROJECT #20	43.77
	1/26/18	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	258.50
	1/26/18	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	258.50
	1/26/18	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	1,202.24
	1/26/18	HEALTH INS ADMIN	LIQUOR	O-GEN MISC	1,202.24

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/26/18	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	21.13
	1/26/18	HEALTH INS ADMIN	AIRPORT	O-GEN MISC	69.31
	1/26/18	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	333.85
	1/26/18	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	333.85
	1/26/18	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,105.76
	1/26/18	HEALTH INS ADMIN	DATA PROCESSING	DATA PROCESSING	1,105.76
	1/26/18	JAN FOR FEB INSURANCE-BOMG	HEALTH INS PLAN (T	NON-DEPARTMENTAL	600.40_
				TOTAL:	115,420.76
PEN LINK LTD	1/26/18	PLX 101 TRAINING-ELSING	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	1,390.00
	1/26/18	PLX101 TRAINING-GRIMMIUS	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	1,390.00_
				TOTAL:	2,780.00
RUNNINGS SUPPLY INC-ACCT#9502440	1/26/18	AA BATTERIES -GAS METER	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.98
	1/26/18	GRINDING WHEELS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	9.99
	1/26/18	JACK FOR UNIT #300 BUMPER	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	69.99
	1/26/18	SPRAY GUN UNIT #329	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	39.99
	1/26/18	SUMP PUMP HOSE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	9.99
	1/26/18	PAINT THINNER & PAINT BRUS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	24.45
	1/26/18	2" PAINT BRUSHES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	6.98
	1/26/18	15A OUTLET FOR CONTROL ROO	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1.18
	1/26/18	15A SWITCHES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	14.41_
				TOTAL:	193.96
SCHWALBACH ACE #6067	1/26/18	HOSE NOZZLE AND ENDS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	10.98_
				TOTAL:	10.98
SECURE BENEFITS SYSTEMS CORP	1/26/18	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	53.83
	1/26/18	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	60.87
	1/26/18	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,233.32
	1/26/18	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,233.32
	1/26/18	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,457.91
	1/26/18	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,365.90
	1/26/18	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	1/26/18	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	4.14
	1/26/18	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	4.04
	1/26/18	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	139.18
	1/26/18	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	137.35
	1/26/18	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.37
	1/26/18	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.35
	1/26/18	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	16.90
	1/26/18	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	58.87
	1/26/18	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.71
	1/26/18	ADMIN FEE	WATER	NON-DEPARTMENTAL	3.69
	1/26/18	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	122.78
	1/26/18	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	168.25
	1/26/18	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.77
	1/26/18	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.88
	1/26/18	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	208.33
	1/26/18	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	208.33
	1/26/18	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	356.85
	1/26/18	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	362.06
	1/26/18	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	5.63
	1/26/18	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	5.63
	1/26/18	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	208.33
	1/26/18	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	208.33

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/26/18	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	157.27
	1/26/18	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	157.27
	1/26/18	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.23
	1/26/18	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.29
	1/26/18	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	8.14
	1/26/18	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	10.60
	1/26/18	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	1/26/18	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	1/26/18	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	91.66
	1/26/18	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	91.66
	1/26/18	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.07
	1/26/18	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	1.27
	1/26/18	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	1/26/18	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	1/26/18	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00
	1/26/18	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	84.00_
				TOTAL:	8,371.88
SOUTHWESTERN MENTAL HEALTH CENTER INC	1/26/18	3 PSYCHOLOGICAL TESTINGS	GENERAL FUND	POLICE ADMINISTRATION	1,125.00
	1/26/18	PSYCHOLOGICAL TESTING	GENERAL FUND	POLICE ADMINISTRATION	375.00_
				TOTAL:	1,500.00
SRF CONSULTING GROUP INC	1/26/18	TH59 CORRIDOR STUDY/LAYOUT IMPROVEMENT CONST	OXFORD RECON LAYOUT DE		80.86_
				TOTAL:	80.86
STUART C IRBY CO	1/26/18	METERS	ELECTRIC	FA DISTR METERS	629.32_
				TOTAL:	629.32
TRI-STATE RENTAL CENTER	1/26/18	GAS FOR WELDER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	49.95_
				TOTAL:	49.95
UNITED PARCEL SERVICE	1/26/18	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	126.19_
				TOTAL:	126.19
VAST BROADBAND	1/26/18	BAC-AUDIO/VISUAL	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	79.88_
				TOTAL:	79.88
VERIZON WIRELESS	1/26/18	MOBIL HOT SPOT FOR TREMBLE	GENERAL FUND	ENGINEERING ADMIN	49.23
	1/26/18	WIRELESS SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	315.08
	1/26/18	AIR CARDS	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	26.02
	1/26/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.72
	1/26/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	50.92
	1/26/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	28.72
	1/26/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.72
	1/26/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	33.72
	1/26/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	38.72
	1/26/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.92
	1/26/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	50.92
	1/26/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	60.92
	1/26/18	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	50.92
	1/26/18	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	50.92_
				TOTAL:	879.45
VESSCO INC	1/26/18	POTASSIUM PERM PUMP HEADS	WATER	M-PURIFY EQUIPMENT	487.22_
				TOTAL:	487.22



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WAL MART COMMUNITY/RFCSLLC	1/26/18	SUPPLIES	GENERAL FUND	SECURITY CENTER	6.35
	1/26/18	SUPPLIES	GENERAL FUND	SECURITY CENTER	6.34
	1/26/18	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	10.96
	1/26/18	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	20.76
	1/26/18	RETURNED ITEMS-COFFEE MAKE	GENERAL FUND	CENTER FOR ACTIVE LIVI	49.88-
	1/26/18	COFFEE MAKER	GENERAL FUND	CENTER FOR ACTIVE LIVI	18.77
	1/26/18	AREA RU\G	GENERAL FUND	CENTER FOR ACTIVE LIVI	12.87_
				TOTAL:	26.17
WESCO RECEIVABLES CORP	1/26/18	LED ROADWAY LIGHT FIXTURES ELECTRIC		FA DISTR ST LITE & SIG	36,888.75_
				TOTAL:	36,888.75
WORTHINGTON AREA UNITED WAY	1/26/18	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	24.25
	1/26/18	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	20.50
	1/26/18	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00
	1/26/18	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	2.00
	1/26/18	PAYROLL WITHHOLDING	IMPROVEMENT CONST	NON-DEPARTMENTAL	4.06
	1/26/18	PAYROLL WITHHOLDING	STORM WATER MANAGE	NON-DEPARTMENTAL	0.75
	1/26/18	PAYROLL WITHHOLDING	STORM WATER MANAGE	NON-DEPARTMENTAL	0.44_
				TOTAL:	54.00
WORTHINGTON AUTO SUPPLY	1/26/18	BATTERY FOR UNIT #104	ELECTRIC	O-DISTR SUPER & ENG	127.03_
				TOTAL:	127.03
WORTHINGTON HOCKEY ASSOC	1/26/18	ADVERTISING SIGN 2018	ELECTRIC	ACCTS-INFO & INSTR ADV	500.00_
				TOTAL:	500.00
ZEP SALES & SERVICE-ACUITY SPECIALTY P	1/26/18	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	371.85_
				TOTAL:	371.85

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

101	GENERAL FUND	122,193.59
202	MEMORIAL AUDITORIUM	968.75
207	PD TASK FORCE	3,261.57
211	WRH	580,436.45
229	RECREATION	5,087.82
231	ECONOMIC DEV AUTHORITY	252.83
321	PIR/TRUNKS	614.63
401	IMPROVEMENT CONST	1,573.66
601	WATER	13,187.02
602	MUNICIPAL WASTEWATER	19,099.58
604	ELECTRIC	51,209.12
606	STORM WATER MANAGEMENT	851.38
609	LIQUOR	3,374.05
612	AIRPORT	205.22
702	DATA PROCESSING	3,936.84
705	HEALTH INS PLAN (TPA)	600.40

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 GRAND TOTAL: 806,852.91  
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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BOLTON & MENK INC	2/02/18	CRAILSHEIM RD UTILITY EXT	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	7,480.50_
				TOTAL:	7,480.50
CAMPUS CLEANERS	2/02/18	MATS, TOWELS	LIQUOR	O-GEN MISC	44.20_
				TOTAL:	44.20
CHAMBER OF COMMERCE	2/02/18	LODGING TAX-DECEMBER	TOURISM PROMOTION	LODGING TAX/TOURISM	8,743.55_
				TOTAL:	8,743.55
CLARITUS	2/02/18	POSTAGE MACHINE SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	73.97
	2/02/18	POSTAGE MACHINE SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	73.97
	2/02/18	POSTAGE MACHINE SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	147.95_
				TOTAL:	295.89
DACOTAH PAPER CO	2/02/18	BAGS	LIQUOR	O-GEN MISC	94.77_
				TOTAL:	94.77
DEMUTH PAT	2/02/18	REIMBURSE MRES SMART GRID	ELECTRIC	O-DISTR MISC	73.03_
				TOTAL:	73.03
DEPUTY REGISTER #33	2/02/18	TITLE/REGISTER 2018 TOWMAS	ELECTRIC	FA MACHINERY & EQUIP	570.90_
				TOTAL:	570.90
ELECTRIC PUMP INC	2/02/18	O-RINGS, BRASS WEAR RINGS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1,267.24_
				TOTAL:	1,267.24
FREEDOM MAILING SERVICES INC	2/02/18	CASS CERTIFICATION	WATER	ACCTS-RECORDS & COLLEC	22.29
	2/02/18	CASS CERTIFICATION	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	22.28
	2/02/18	CASS CERTIFICATION	ELECTRIC	ACCTS-RECORDS & COLLEC	44.58_
				TOTAL:	89.15
INFRARED SERVICES	2/02/18	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	768.00_
				TOTAL:	768.00
KUHLE, MICHAEL	2/02/18	REIMBURSE LMC LEADERSHIP C	GENERAL FUND	MAYOR AND COUNCIL	194.02_
				TOTAL:	194.02
MINNESOTA ENERGY RESOURCES CORP	2/02/18	GAS SERVICE	GENERAL FUND	PAVED STREETS	265.20
	2/02/18	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	280.96
	2/02/18	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,122.07
	2/02/18	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	2,613.17
	2/02/18	GAS SERVICE	AIRPORT	O-GEN MISC	467.40
	2/02/18	GAS SERVICE	AIRPORT	O-GEN MISC	761.40_
				TOTAL:	5,510.20
MISCELLANEOUS V MURRAY-ROTHBARTH ELAIN	2/02/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
WILLARDSON PHILLIP	2/02/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	216.00_
				TOTAL:	266.00
MORRIS ELECTRONICS INC	2/02/18	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	18.75
	2/02/18	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	217.50
	2/02/18	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	18.75
	2/02/18	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	217.50
	2/02/18	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	37.50
	2/02/18	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	435.00
	2/02/18	TECH SUPPORT	DATA PROCESSING	DATA PROCESSING	75.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/02/18	SCANNER VIRUS CLEANUP	DATA PROCESSING	DATA PROCESSING	112.50_
				TOTAL:	1,132.50
NCL OF WISCONSIN INC	2/02/18	BOD STANDARD	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	74.09
	2/02/18	GLOVES	MUNICIPAL WASTEWAT	O-PURIFY MISC	51.79_
				TOTAL:	125.88
NCPERS MINNESOTA 851801	2/02/18	LIFE INS 1/12/18-ADJSTD HE	GENERAL FUND	NON-DEPARTMENTAL	164.17
	2/02/18	LIFE INS 1/26/18-ADJSTD HE	GENERAL FUND	NON-DEPARTMENTAL	168.95
	2/02/18	FARAGHER JAN FOR FEB	GENERAL FUND	NON-DEPARTMENTAL	15.95
	2/02/18	LIFE INS 1/12/18	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	2/02/18	LIFE INS 1/26/18	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	2/02/18	LIFE INS 1/12/18	RECREATION	NON-DEPARTMENTAL	22.72
	2/02/18	LIFE INS 1/26/18	RECREATION	NON-DEPARTMENTAL	21.57
	2/02/18	LIFE INS 1/12/18	PIR/TRUNKS	NON-DEPARTMENTAL	3.51
	2/02/18	LIFE INS 1/26/18	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	2/02/18	LIFE INS 1/12/18	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.21
	2/02/18	LIFE INS 1/26/18	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.50
	2/02/18	LIFE INS 1/12/18	WATER	NON-DEPARTMENTAL	18.10
	2/02/18	LIFE INS 1/26/18	WATER	NON-DEPARTMENTAL	24.28
	2/02/18	LIFE INS 1/12/18	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.86
	2/02/18	LIFE INS 1/26/18	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.59
	2/02/18	LIFE INS 1/12/18	ELECTRIC	NON-DEPARTMENTAL	36.04
	2/02/18	LIFE INS 1/26/18	ELECTRIC	NON-DEPARTMENTAL	35.27
	2/02/18	LIFE INS 1/12/18	STORM WATER MANAGE	NON-DEPARTMENTAL	1.20
	2/02/18	LIFE INS 1/26/18	STORM WATER MANAGE	NON-DEPARTMENTAL	1.24
	2/02/18	LIFE INS 1/12/18	LIQUOR	NON-DEPARTMENTAL	16.00
	2/02/18	LIFE INS 1/26/18	LIQUOR	NON-DEPARTMENTAL	16.00
	2/02/18	LIFE INS 1/12/18	AIRPORT	NON-DEPARTMENTAL	0.24
	2/02/18	LIFE INS 1/12/18	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	2/02/18	LIFE INS 1/26/18	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
				TOTAL:	656.00
NOBLES COUNTY AUDITOR/TREASURER	2/02/18	4TH QTR POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	495.03_
				TOTAL:	495.03
NOBLES COUNTY HIGHWAY DEPT	2/02/18	DECEMBER FUEL	GENERAL FUND	ENGINEERING ADMIN	101.53
	2/02/18	DECEMBER FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	58.17
	2/02/18	DECEMBER FUEL	GENERAL FUND	POLICE ADMINISTRATION	3,845.07
	2/02/18	DECEMBER FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	143.03
	2/02/18	DECEMBER FUEL	GENERAL FUND	PAVED STREETS	535.46
	2/02/18	DECEMBER FUEL	GENERAL FUND	PAVED STREETS	159.89
	2/02/18	DECEMBER FUEL	GENERAL FUND	ICE AND SNOW REMOVAL	1,418.27
	2/02/18	DECEMBER FUEL	GENERAL FUND	CODE ENFORCEMENT	43.82
	2/02/18	DECEMBER FUEL	RECREATION	PARK AREAS	643.80
	2/02/18	DECEMBER FUEL	WATER	O-PUMPING	203.53
	2/02/18	DECEMBER FUEL	WATER	M-TRANS MAINS	530.99
	2/02/18	DECEMBER FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	123.60
	2/02/18	DECEMBER FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	65.48
	2/02/18	DECEMBER FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	98.46
	2/02/18	DECEMBER FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	645.94
	2/02/18	DECEMBER FUEL	STORM WATER MANAGE	STORM DRAINAGE	123.59
	2/02/18	DECEMBER FUEL	STORM WATER MANAGE	STREET CLEANING	58.19
	2/02/18	DECEMBER FUEL	AIRPORT	O-GEN MISC	35.72_
				TOTAL:	8,834.54

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ONE OFFICE SOURCE	2/02/18	SERVICE AGREEMENT-SHARP MX	WATER	ACCTS-RECORDS & COLLEC	26.31
	2/02/18	PENS	WATER	ACCTS-RECORDS & COLLEC	3.62
	2/02/18	SERVICE AGREEMENT-SHARP MX	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	26.30
	2/02/18	PENS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	3.62
	2/02/18	CARTRIDGE, PAPER, SHARPIES	ELECTRIC	O-DISTR SUPER & ENG	99.83
	2/02/18	SERVICE AGREEMENT-SHARP MX	ELECTRIC	ACCTS-RECORDS & COLLEC	52.61
	2/02/18	PENS	ELECTRIC	ACCTS-RECORDS & COLLEC	7.25_
				TOTAL:	219.54
ORNS REPAIR INC	2/02/18	OIL SAMPLING KIT, SOS OIL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	16.50_
				TOTAL:	16.50
RUNNINGS SUPPLY INC-ACCT#9502440	2/02/18	FAUCET	WATER	O-DIST UNDERGRND LINES	10.98
	2/02/18	FITTINGS	WATER	O-DIST UNDERGRND LINES	12.08
	2/02/18	GLOVES	WATER	O-DISTR MISC	28.98
	2/02/18	SHOP SWITCH REPLACEMENT	WATER	M-DIST STRUCTURES	6.07_
				TOTAL:	58.11
RUNNINGS SUPPLY INC-ACCT#9502485	2/02/18	SNOWBROOM, RAKE, SCOOP	GENERAL FUND	POLICE ADMINISTRATION	44.47_
				TOTAL:	44.47
STATE OF MN DEPT OF PUBLIC SAFETY	2/02/18	HAZARDOUS CHEMICAL & INCID	WATER	O-DISTR MISC	100.00
	2/02/18	HAZARDOUS MAT INCIDENT, IN	MUNICIPAL WASTEWAT	O-PURIFY MISC	100.00_
				TOTAL:	200.00
VERIZON WIRELESS	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.45
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	85.34
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.90
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.47
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	POLICE ADMINISTRATION	661.96
	2/02/18	AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	630.24
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	84.12
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	84.12
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	329.07
	2/02/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	CODE ENFORCEMENT	50.92
	2/02/18	MONTHLY WIRELESS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.45
	2/02/18	MONTHLY WIRELESS SERVICE	RECREATION	PARK AREAS	36.45
	2/02/18	MONTHLY WIRELESS SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.45_
				TOTAL:	2,160.94
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	2/02/18	FRANCHISE FEE-CLARITY/V 4T	CABLE TELEVISION	CABLE	19,324.00_
				TOTAL:	19,324.00
WORTHINGTON PRINTING CO INC	2/02/18	#9 ENVELOPES	WATER	ACCTS-RECORDS & COLLEC	530.63
	2/02/18	#9 ENVELOPES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	530.62
	2/02/18	#9 ENVELOPES	ELECTRIC	ACCTS-RECORDS & COLLEC	1,061.25_
				TOTAL:	2,122.50

VENDOR SORT KEY

DATE      DESCRIPTION

FUND

DEPARTMENT

AMOUNT\_

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

101	GENERAL FUND	9,714.62
202	MEMORIAL AUDITORIUM	47.45
229	RECREATION	1,036.95
231	ECONOMIC DEV AUTHORITY	1,122.07
321	PIR/TRUNKS	7.11
401	IMPROVEMENT CONST	7,487.21
601	WATER	1,828.08
602	MUNICIPAL WASTEWATER	5,355.82
604	ELECTRIC	4,281.15
606	STORM WATER MANAGEMENT	184.22
609	LIQUOR	170.97
612	AIRPORT	1,264.76
702	DATA PROCESSING	219.50
872	CABLE TELEVISION	19,324.00
882	TOURISM PROMOTION	8,743.55

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GRAND TOTAL: 60,787.46  
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TOTAL PAGES: 4

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS SOLUTIONS	2/09/18	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ENGINEERING ADMIN	59.82
	2/09/18	COPIER SERVICE-RICOH/MPC45	GENERAL FUND	ECONOMIC DEVELOPMENT	59.82_
				TOTAL:	119.64
AMERICAN BOTTLING COMPANY	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	90.03_
				TOTAL:	90.03
AMERICAN ENGINEERING TESTING INC	2/09/18	CONCRETE TESTING/INSPECTIO	LIQUOR	O-GEN MISC	641.80_
				TOTAL:	641.80
ARCTIC GLACIER USA INC	2/09/18	ICE	LIQUOR	NON-DEPARTMENTAL	77.59
	2/09/18	ICE	LIQUOR	NON-DEPARTMENTAL	45.90_
				TOTAL:	123.49
ARTISAN BEER COMPANY	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	145.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	166.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	237.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	32.00-
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	38.50-
				TOTAL:	477.50
ATLANTIC COCA-COLA	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	276.70_
				TOTAL:	276.70
BAHRS SMALL ENGINE	2/09/18	SAW SER# 506276942	RECREATION	TREE REMOVAL	368.43_
				TOTAL:	368.43
BANNER ASSOCIATES INC	2/09/18	HIGH SERVICE PUMP STATION	WATER	FA PURIFY EQUIPMENT	5,629.61_
				TOTAL:	5,629.61
BRADLEY BEHREND	2/09/18	WFD DECALS APPLIED TO FLAG	GENERAL FUND	FIRE ADMINISTRATION	90.00
	2/09/18	REFELCTIVE "PATCH DECALS"	GENERAL FUND	FIRE ADMINISTRATION	550.00_
				TOTAL:	640.00
BELLBOY CORP	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,170.60
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	189.50
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	128.00
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	293.52
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	62.00
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	2.00
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	5.37_
				TOTAL:	2,850.99
BENTS TRUCKING	2/09/18	SNOW REMOVAL 1/24/18	GENERAL FUND	ICE AND SNOW REMOVAL	4,860.00_
				TOTAL:	4,860.00
BEVERAGE WHOLESALERS INC	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	17.70
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	2,158.20
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	3,328.50
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	45.60
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	5,622.80
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	4,637.90
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	12,642.60
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	4,319.70
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	2.14-
				TOTAL:	32,770.86



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BHS MARKETING LLC	2/09/18	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	7,657.38_
				TOTAL:	7,657.38
BOB'S PIANO SERVICE INC	2/09/18	PIANO TUNING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	105.00_
				TOTAL:	105.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	32.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,493.31
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	66.66
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	240.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	110.70
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	56.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,198.48
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	194.42
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	897.54
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	36.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	184.75-
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	37.16
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	77.70
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	19.27_
				TOTAL:	9,280.04
BRENNTAG GREAT LAKES LLC	2/09/18	PHOSPHATE	WATER	O-PURIFY	4,077.00_
				TOTAL:	4,077.00
C&S CHEMICALS INC	2/09/18	4,13 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,814.95_
				TOTAL:	4,814.95
CAMPUS CLEANERS	2/09/18	COMMERCIAL LAUNDRY RUG	LIQUOR	O-GEN MISC	20.98
	2/09/18	RUG CLEANING, TOWELS	LIQUOR	O-GEN MISC	47.20
	2/09/18	RUG CLEANING	LIQUOR	O-GEN MISC	5.85_
				TOTAL:	74.03
CENTRAL SALT LLC	2/09/18	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,538.57
	2/09/18	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,379.55
	2/09/18	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,424.30
	2/09/18	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,409.07
	2/09/18	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,365.26_
				TOTAL:	12,116.75
CLARITUS	2/09/18	MAILING SUPPLIES	DATA PROCESSING	COPIER/FAX	55.05_
				TOTAL:	55.05
COMPUTER LODGE	2/09/18	AC TO 12V CONVERTER ADAPTE	GENERAL FUND	SECURITY CENTER	10.00
	2/09/18	AC TO 12V CONVERTER ADAPTE	GENERAL FUND	SECURITY CENTER	10.00
	2/09/18	TECHNICAL SUPPORT-FIREWALL	LIQUOR	O-GEN MISC	47.50_
				TOTAL:	67.50
COOPERATIVE ENERGY CO- ACCT # 5910807	2/09/18	HYDRAULIC FLUID	GENERAL FUND	PAVED STREETS	113.10
	2/09/18	KEROSENE	GENERAL FUND	PAVED STREETS	24.75
	2/09/18	HYDRAULIC FLUID	GENERAL FUND	PAVED STREETS	113.10
	2/09/18	DIESEL ENGINE OIL	RECREATION	PARK AREAS	85.32
	2/09/18	OILS	RECREATION	PARK AREAS	118.80_
				TOTAL:	455.07

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
COVERT TRACK GROUP INC	2/09/18	SUBSCRIPTION ID#A1000021D2	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	600.00_
				TOTAL:	600.00
CULLIGAN WATER COND CO	2/09/18	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	57.95
	2/09/18	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	2/09/18	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	2/09/18	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	2/09/18	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	13.00
	2/09/18	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	2/09/18	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	2/09/18	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	12.83
	2/09/18	SALT	LIQUOR	O-GEN MISC	13.44_
				TOTAL:	193.72
BRANDON L PEIL	2/09/18	EMBROIDERED RECORDS JACKET	GENERAL FUND	SECURITY CENTER	16.00
	2/09/18	EMBROIDERED RECORDS JACKET	GENERAL FUND	SECURITY CENTER	16.00_
				TOTAL:	32.00
DACOTAH PAPER CO	2/09/18	BAGS	LIQUOR	O-GEN MISC	443.63_
				TOTAL:	443.63
DELTA MEDICAL SUPPLY GROUP INC	2/09/18	TEXTURED NITREX GLOVES	GENERAL FUND	POLICE ADMINISTRATION	483.25_
				TOTAL:	483.25
DEPARTMENT OF LABOR AND INDUSTRY	2/09/18	ANNUAL ELEVATOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	100.00_
				TOTAL:	100.00
DIAMOND VOGEL PAINT	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	27.71
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	154.04
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	98.32
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	66.56
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	14.98
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	144.84
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	12.06
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	164.88
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	35.16
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	141.54
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	30.91
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	33.28
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	49.16
	2/09/18	RETURNED SUPPLIES BAC PAINT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	35.16-
	2/09/18	BAC PAINTING PROJECT	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	33.28
	2/09/18	RETURNED BAC PAINT SUPPLIE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	22.83-
	2/09/18	GREY PAINT/PRIMER	MUNICIPAL WASTEWAT	M-PURIFY MISC	39.98_
				TOTAL:	988.71
DOLL DISTRIBUTING LLC	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	11,253.90
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	1,187.05
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	71.40-
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	175.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	3,781.35
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	90.45
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	8,201.25
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	10,269.75
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	4,425.35
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	8.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	7,239.30_
				TOTAL:	46,560.95
DUININCK INC	2/09/18	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	7,537.50_
				TOTAL:	7,537.50
ECHO GROUP INC	2/09/18	FUSES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	87.80
	2/09/18	EMERGENCY LIGHT	ELECTRIC	M-DISTR UNDERGRND LINE	21.44_
				TOTAL:	109.24
EMERGENCY AUTOMOTIVE TECHNOLOGY INC	2/09/18	RETURNED PARTS	GENERAL FUND	POLICE ADMINISTRATION	154.56-
	2/09/18	EQUIP SQUAD #32	GENERAL FUND	POLICE ADMINISTRATION	264.68
	2/09/18	EQUIP SQUAD #18-34	GENERAL FUND	POLICE ADMINISTRATION	2,494.15
	2/09/18	EQUIP # 37 & #39	GENERAL FUND	POLICE ADMINISTRATION	1,597.00
	2/09/18	EQUIP SQUADS 37/39	GENERAL FUND	POLICE ADMINISTRATION	4,015.00_
				TOTAL:	8,216.27
ENVIRONMENTAL RESOURCE ASSOCIATES	2/09/18	QA TESTING SAMPLES SUPPLIE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	700.51_
				TOTAL:	700.51
FASTENAL COMPANY	2/09/18	GLOVES/SAFETY	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	24.21
	2/09/18	S/S BOLTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	7.05
	2/09/18	S/S NUTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	6.27_
				TOTAL:	37.53
FERGUSON ENTERPRISES INC #226	2/09/18	CAL ORINGS	GENERAL FUND	CENTER FOR ACTIVE LIVI	0.95
	2/09/18	DESCALER-WATER HEATERS	RECREATION	OLSON PARK CAMPGROUND	54.26_
				TOTAL:	55.21
FIFE WATER SERVICES INC	2/09/18	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,622.00
	2/09/18	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,669.00_
				TOTAL:	21,291.00
FIRE SAFETY USA, INC	2/09/18	HELMETS, GLOVES, DOOR STOP	GENERAL FUND	FIRE ADMINISTRATION	2,980.00_
				TOTAL:	2,980.00
FORUM COMMUNICATIONS COMPANY	2/09/18	ORDINANCES	GENERAL FUND	CLERK'S OFFICE	979.70
	2/09/18	ANNUAL PUB-SUMMARY BUDGET	GENERAL FUND	AUDITS AND BUDGETS	1,342.63
	2/09/18	PLANNING COMMISSION	GENERAL FUND	ECONOMIC DEVELOPMENT	506.00
	2/09/18	THIN ICE PUBLICATION	GENERAL FUND	LAKE IMPROVEMENT	128.00
	2/09/18	PLANNING COMMISSION	IMPROVEMENT CONST	N CRAILSHEIM ROAD WATE	20.34
	2/09/18	PLANNING COMMISSION	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	125.91_
				TOTAL:	3,102.58
FULL COMPASS SYSTEMS LTD	2/09/18	18" DETACH LAMPS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	106.04_
				TOTAL:	106.04
GALLS INC	2/09/18	SHIRT REPAIRS	GENERAL FUND	POLICE ADMINISTRATION	83.52
	2/09/18	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	81.00
	2/09/18	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	81.00
	2/09/18	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	40.50
	2/09/18	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	171.35
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	63.87
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	63.88
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	82.78
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	82.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	RETURNED UNIFORMS	GENERAL FUND	SECURITY CENTER	39.60
	2/09/18	RETURNED UNIFORMS	GENERAL FUND	SECURITY CENTER	118.80-
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	20.69
	2/09/18	UNIFORMS	GENERAL FUND	SECURITY CENTER	20.70_
				TOTAL:	712.87
GOPHER ALARMS LLC	2/09/18	ALARM MONITORING	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	76.95_
				TOTAL:	76.95
GRAHAM TIRE OF WORTHINGTON INC	2/09/18	2 STEEL WHEELS #25	GENERAL FUND	POLICE ADMINISTRATION	333.90
	2/09/18	2 STEEL WHEELS #25	GENERAL FUND	POLICE ADMINISTRATION	96.95
	2/09/18	OIL CHANGE #17-28	GENERAL FUND	POLICE ADMINISTRATION	11.79
	2/09/18	OIL CHANGE #17-28	GENERAL FUND	POLICE ADMINISTRATION	14.00
	2/09/18	FIX FLAT TIRE	ELECTRIC	M-DISTR PLANT MISC	26.72_
				TOTAL:	483.36
GS DIRECT INC	2/09/18	DRAFTING FILM	GENERAL FUND	ENGINEERING ADMIN	107.27_
				TOTAL:	107.27
HAGHAGE OIL COMPANY	2/09/18	TOW	GENERAL FUND	POLICE ADMINISTRATION	262.50_
				TOTAL:	262.50
HISTORIC DAYTON HOUSE	2/09/18	2018	GENERAL FUND	OTHER GEN GOVT MISC	50.00_
				TOTAL:	50.00
HY-VEE INC-61609 (UTILITIES)	2/09/18	DISTILLED WATER-LAB REPAIR	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	5.28
	2/09/18	VEGETABLE OIL-FILTER PUMPS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	31.46_
				TOTAL:	36.74
IDEAL LANDSCAPE & DESIGN INC	2/09/18	DESIGN SERVICES-LUDLOW PAR RECREATION		PARK AREAS	1,000.00_
				TOTAL:	1,000.00
IDEXX DISTRIBUTION CORP	2/09/18	COLILERT COMPARATORS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	27.28
	2/09/18	COLIFORM TESTING BOTTLES	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	148.53_
				TOTAL:	175.81
INDIAN ISLAND WINERY	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	137.76_
				TOTAL:	137.76
INTOXIMETERS INC	2/09/18	MOUTHPIECES	GENERAL FUND	SECURITY CENTER	78.12
	2/09/18	MOUTHPIECES	GENERAL FUND	SECURITY CENTER	78.13_
				TOTAL:	156.25
IOWA INFORMATION INC	2/09/18	WORTHINGTON AD PACK	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	69.95_
				TOTAL:	69.95
BENJAMIN M MATTISON	2/09/18	WINDOW CLEANING	LIQUOR	O-GEN MISC	32.06_
				TOTAL:	32.06
JERRY'S AUTO SUPPLY	2/09/18	WIPER BLADES #437	GENERAL FUND	PAVED STREETS	6.99
	2/09/18	DIESEL EXHAUST FLUID	GENERAL FUND	PAVED STREETS	21.98
	2/09/18	BULBS, LAMPS	GENERAL FUND	PAVED STREETS	13.00
	2/09/18	CLAMPS FOR #417	GENERAL FUND	PAVED STREETS	2.58
	2/09/18	ANTIFREEZE #417	GENERAL FUND	PAVED STREETS	15.98
	2/09/18	DIESEL EXHAUST FLUID	GENERAL FUND	PAVED STREETS	32.97
	2/09/18	SCRAPER, BROOMS, SNOW BRUS	GENERAL FUND	ICE AND SNOW REMOVAL	24.36

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	FITTING #401	GENERAL FUND	ICE AND SNOW REMOVAL	9.15
	2/09/18	FITTINGS,DIESEL EXHAUST FL	GENERAL FUND	ICE AND SNOW REMOVAL	72.71
	2/09/18	FITTINGS, HOSE, COUPLER #4	GENERAL FUND	ICE AND SNOW REMOVAL	139.77
	2/09/18	COUPLER, NOSE PIECE #401	GENERAL FUND	ICE AND SNOW REMOVAL	31.48
	2/09/18	KUBOTA A108 SWITCH	RECREATION	PARK AREAS	15.49
	2/09/18	WIPER BLADES-TOOL CARE & P	RECREATION	PARK AREAS	26.72
	2/09/18	SOCKET	RECREATION	PARK AREAS	6.99_
				TOTAL:	420.17
JOHNSON BROTHERS LIQUOR CO	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	200.01
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,031.38
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	596.36
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	40.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,062.14
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	405.50
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	36.00
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	21.99
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,025.83
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	2,756.66
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	21.99
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	124.00
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	868.64
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,862.29
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	685.90
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	336.75
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,207.28
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	2,785.90
	2/09/18	BEER	LIQUOR	NON-DEPARTMENTAL	21.99
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	26.16-
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	576.00-
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	27.68-
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	39.45-
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	30.84
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	23.66
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	10.14
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	13.52
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	19.01
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	89.58
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	3.38
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	30.42
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	38.88
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	27.18
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	13.52
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	150.43
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	3.38-
				TOTAL:	17,868.50
JOSWIAK JOE	2/09/18	REIMBURSE TACTICAL DE-ESCA	GENERAL FUND	POLICE ADMINISTRATION	30.00
	2/09/18	REIMBURSE TACTICAL DE-ESCA	GENERAL FUND	POLICE ADMINISTRATION	33.85_
				TOTAL:	63.85
JSA SERVICES	2/09/18	BRUSH, TOWELS, BROOM HANDL	GENERAL FUND	CENTER FOR ACTIVE LIVI	91.36_
				TOTAL:	91.36
KARL'S TV & APPLIANCE INC	2/09/18	UPRIGHT BAGS	GENERAL FUND	CENTER FOR ACTIVE LIVI	18.95_
				TOTAL:	18.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
KARLS CARQUEST AUTO PARTS INC	2/09/18	CUSHMAN AUDIO DISCONNECTS	RECREATION	PARK AREAS	6.64_
				TOTAL:	6.64
KUHLE, MICHAEL	2/09/18	ATP 7 TAP SUBCOMMITTEE REV	GENERAL FUND	MAYOR AND COUNCIL	64.31_
				TOTAL:	64.31
KUSTOM THREADZ EMBROIDERY	2/09/18	UNIFORMS	LIQUOR	O-GEN MISC	40.00_
				TOTAL:	40.00
LAMPERTS YARDS INC-2602004	2/09/18	1X6 PINE	GENERAL FUND	ICE AND SNOW REMOVAL	7.66_
				TOTAL:	7.66
LARSON CRANE SERVICE INC	2/09/18	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	4,190.00_
				TOTAL:	4,190.00
LAW ENFORCEMENT LABOR SERVICES INC #27	2/09/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	245.00_
				TOTAL:	245.00
LAWNS PLUS	2/09/18	CARPET CLEANING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	235.20_
				TOTAL:	235.20
LEAGUE OF MN CITIES	2/09/18	PATROL SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	2,160.00_
				TOTAL:	2,160.00
LEAGUE OF MN CITIES INSURANCE TRUST	2/09/18	RETROSPECTIVE PREMIUM	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	243,567.00_
				TOTAL:	243,567.00
LINCOLN-PIPESTONE RURAL WATER SYSTEM	2/09/18	JANUARY WATER PURCHASES-EA WATER		O-SOURCE MISC	37,946.32
	2/09/18	JANUARY WATER PURCHASES-WE WATER		O-SOURCE MISC	36,388.32_
				TOTAL:	74,334.64
LOWES SHEET METAL INC	2/09/18	FURNACE BLOWER REPAIR-PARK RECREATION		PARK AREAS	86.96
	2/09/18	FURNACE BLOWER REPAIR-PARK RECREATION		PARK AREAS	262.50
	2/09/18	BAC FRESH AIR INTAKE SYSTE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	937.11_
				TOTAL:	1,286.57
LUKE MARY	2/09/18	FANCY THAT-ARTWORK	GENERAL FUND	CENTER FOR ACTIVE LIVI	25.00
	2/09/18	FANCY THAT-TABLE CLOTHES	GENERAL FUND	CENTER FOR ACTIVE LIVI	6.00
	2/09/18	FANCY THAT-BASKET, SHELF	GENERAL FUND	CENTER FOR ACTIVE LIVI	4.00
	2/09/18	FANCY THAT-ARTWORK	GENERAL FUND	CENTER FOR ACTIVE LIVI	73.00
	2/09/18	GOODWILL - ARTWORK	GENERAL FUND	CENTER FOR ACTIVE LIVI	27.92
	2/09/18	ETC & MORE-ARTWORK, XMAS S	GENERAL FUND	CENTER FOR ACTIVE LIVI	10.20_
				TOTAL:	146.12
MARCO	2/09/18	SERVICE/SUPPLY-PRINTERS	WATER	ACCTS-RECORDS & COLLEC	93.64
	2/09/18	SERVICE/SUPPLY-PRINTERS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	93.63
	2/09/18	SERVICE/SUPPLY-PRINTERS	ELECTRIC	ACCTS-RECORDS & COLLEC	187.28_
				TOTAL:	374.55
MARKS TOWING & REPAIR OF WORTHINGTON I	2/09/18	TOW #18-005	GENERAL FUND	POLICE ADMINISTRATION	65.00_
				TOTAL:	65.00
MARTHALER CDJR	2/09/18	UNIT #300 REMOTE START	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	299.13
	2/09/18	UNIT #300 REMOTE START	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	127.50_
				TOTAL:	426.63



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MARTHALER FORD OF WORTHINGTON	2/09/18	CHECK ENGINE LIGHT SCAN	GENERAL FUND	POLICE ADMINISTRATION	8.63
	2/09/18	CHECK ENGINE LIGHT SCAN	GENERAL FUND	POLICE ADMINISTRATION	57.50
	2/09/18	OIL CHANGE #14-34	GENERAL FUND	POLICE ADMINISTRATION	14.10
	2/09/18	OIL CHANGE #14-34	GENERAL FUND	POLICE ADMINISTRATION	5.03_
				TOTAL:	85.26
MESMAN MICAH	2/09/18	REIMBURSE MCTC TRAINING	GENERAL FUND	POLICE ADMINISTRATION	82.67_
				TOTAL:	82.67
MICHAEL EGGERS	2/09/18	OIL CHANGE, FIX BRAKES VIR	GENERAL FUND	ANIMAL CONTROL ENFORCE	408.00
	2/09/18	OIL CHANGE, FIX BRAKES VIR	GENERAL FUND	ANIMAL CONTROL ENFORCE	468.50_
				TOTAL:	876.50
MIKE'S MINI EXCAVATING	2/09/18	SNOW HAULING	GENERAL FUND	ICE AND SNOW REMOVAL	1,482.00_
				TOTAL:	1,482.00
MINNESOTA DEPARTMENT OF HEALTH	2/09/18	SAMPSON-CLASS D WATER EXAM WATER		O-DISTR MISC	32.00_
				TOTAL:	32.00
MINNESOTA ENERGY RESOURCES CORP	2/09/18	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	869.36
	2/09/18	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	1,206.71
	2/09/18	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	688.69
	2/09/18	GAS SERVICE	WATER	O-DISTR MISC	19.90
	2/09/18	GAS SERVICE	LIQUOR	O-GEN MISC	841.67_
				TOTAL:	3,626.33
MINNESOTA FIRE SERVICE CERTIFICATION B	2/09/18	4 RECERTIFICATIONS	GENERAL FUND	FIRE ADMINISTRATION	100.00_
				TOTAL:	100.00
MINNESOTA SOCIETY OF CPA'S	2/09/18	DUES-OLSEN #15494	GENERAL FUND	ACCOUNTING	300.00
	2/09/18	#7317 -KOLANDER DUES	GENERAL FUND	ACCOUNTING	300.00_
				TOTAL:	600.00
MINNESOTA STATE FIRE DEPT ASSN	2/09/18	2018 DUES	GENERAL FUND	FIRE ADMINISTRATION	1,226.00_
				TOTAL:	1,226.00
MINNESOTA STATE HOLSTEIN ASSOCIATION	2/09/18	ADVERTISING BOOKLET	LIQUOR	O-GEN MISC	135.00_
				TOTAL:	135.00
MINNESOTA VALLEY TESTING LABS INC	2/09/18	JANUARY SALTY DISCHARGE TE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	143.10
	2/09/18	GREASE AND OIL TEST D & H	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	58.50_
				TOTAL:	201.60
MINNESOTA WEST	2/09/18	SCBA MAZE TRAILER	GENERAL FUND	FIRE ADMINISTRATION	1,050.00_
				TOTAL:	1,050.00
MISCELLANEOUS V BRISTOW ROBERT MON SAI THET MON SAI THET	2/09/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	40.00
	2/09/18	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	4.97
	2/09/18	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.13_
				TOTAL:	45.10
MN CHILD SUPPORT PAYMENT CTR	2/09/18	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	43.00
	2/09/18	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	115.36_
				TOTAL:	158.36
MORGAN CREEK VINEYARDS	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	84.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	84.00
MORRIS ELECTRONICS INC	2/09/18	MORRIS ELECTRONICS INC	DATA PROCESSING	DATA PROCESSING	37.50
	2/09/18	MALWARE LICENSE	DATA PROCESSING	DATA PROCESSING	38.25
	2/09/18	BACKUP EXEC LICENSE	DATA PROCESSING	DATA PROCESSING	315.27
	2/09/18	SYMANTEC RENEWAL	DATA PROCESSING	DATA PROCESSING	371.45
	2/09/18	DATA STORAGE	DATA PROCESSING	DATA PROCESSING	146.40
				TOTAL:	908.87
NARTEC INC	2/09/18	METH TEST AMPULES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	176.98
				TOTAL:	176.98
NAVYSURFWARCENDIV CRANE	2/09/18	NIGHT VISION EQUIPMENT REN	GENERAL FUND	SECURITY CENTER	300.00
	2/09/18	NIGHT VISION EQUIPMENT REN	GENERAL FUND	SECURITY CENTER	300.00
				TOTAL:	600.00
NCL OF WISCONSIN INC	2/09/18	PHOSPHATE STANDARD	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	73.37
				TOTAL:	73.37
NICOLE R KEMPEMA	2/09/18	CLEANING-JANUARY-MOVIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	224.44
				TOTAL:	224.44
NOBLES COUNTY AUDITOR/TREASURER	2/09/18	JANUARY LEGAL SERVICES	GENERAL FUND	PROSECUTION	17,350.19
	2/09/18	SOLID WASTE -DECEMBER	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,198.00
				TOTAL:	24,548.19
NOBLES COUNTY IT DEPT	2/09/18	SERVER STORAGE- 22 TERRABY	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	6,118.68
				TOTAL:	6,118.68
NOBLES COUNTY RECORDER	2/09/18	COPIES, NOTARY	GENERAL FUND	ENGINEERING ADMIN	38.00
				TOTAL:	38.00
O'REILLY AUTO PARTS	2/09/18	FUEL ADDITIVE, REMOTE BATT	GENERAL FUND	POLICE ADMINISTRATION	22.52
	2/09/18	WIPER BLADES #25	GENERAL FUND	POLICE ADMINISTRATION	51.22
				TOTAL:	73.74
ONE OFFICE SOURCE	2/09/18	BINDER CLIPS, BINDER	GENERAL FUND	CLERK'S OFFICE	48.54
	2/09/18	SHARPIES	GENERAL FUND	CLERK'S OFFICE	3.14
	2/09/18	KLEENEX	GENERAL FUND	CLERK'S OFFICE	6.99
	2/09/18	PAPER-COLORED	GENERAL FUND	ACCOUNTING	5.90
	2/09/18	PAPER	GENERAL FUND	ECONOMIC DEVELOPMENT	18.42
	2/09/18	TOWELS, BAGS	GENERAL FUND	GENERAL GOVT BUILDINGS	67.88
	2/09/18	AIR FRESHENER	GENERAL FUND	GENERAL GOVT BUILDINGS	11.26
	2/09/18	KLEENEX	GENERAL FUND	GENERAL GOVT BUILDINGS	51.18
	2/09/18	MAILERS, TAPE CORRECTION R	GENERAL FUND	SECURITY CENTER	18.38
	2/09/18	MAILERS, TAPE CORRECTION R	GENERAL FUND	SECURITY CENTER	18.38
	2/09/18	COMMERCIAL PACKING TAPE	GENERAL FUND	SECURITY CENTER	6.17
	2/09/18	COMMERCIAL PACKING TAPE	GENERAL FUND	SECURITY CENTER	6.17
	2/09/18	POST-IT NOTES	GENERAL FUND	SECURITY CENTER	11.79
	2/09/18	POST-IT NOTES	GENERAL FUND	SECURITY CENTER	11.79
	2/09/18	SCISSORS, EXPANDABLE FILES	GENERAL FUND	SECURITY CENTER	24.08
	2/09/18	SCISSORS, EXPANDABLE FILES	GENERAL FUND	SECURITY CENTER	24.07
	2/09/18	BINDER CLIPS, CORRECTION T	GENERAL FUND	SECURITY CENTER	2.42
	2/09/18	BINDER CLIPS, CORRECTION T	GENERAL FUND	SECURITY CENTER	2.43
	2/09/18	NOTE CARDS W/ENVELOPES	GENERAL FUND	FIRE ADMINISTRATION	47.60
	2/09/18	COPIER SERVICE-MX2600N	GENERAL FUND	PAVED STREETS	14.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	PAPER, MARKERS, AIR DUSTER	GENERAL FUND	CENTER FOR ACTIVE LIVI	51.19
	2/09/18	PAPER, MARKERS, AIR DUSTER	GENERAL FUND	CENTER FOR ACTIVE LIVI	35.38
	2/09/18	TAPE	GENERAL FUND	CENTER FOR ACTIVE LIVI	5.84
	2/09/18	SIGN HOLDER	GENERAL FUND	CENTER FOR ACTIVE LIVI	23.22
	2/09/18	TAPE DISPENSER, FOLDER	GENERAL FUND	CENTER FOR ACTIVE LIVI	8.21
	2/09/18	AERATION- SIGNS	GENERAL FUND	LAKE IMPROVEMENT	16.58
	2/09/18	CARTRIDGES	WATER	ACCTS-RECORDS & COLLEC	144.99
	2/09/18	CARTRIDGES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	144.98
	2/09/18	CARTRIDGE	ELECTRIC	O-DISTR SUPER & ENG	61.42
	2/09/18	CARTRIDGES	ELECTRIC	ACCTS-RECORDS & COLLEC	289.97
	2/09/18	CALCULATOR	LIQUOR	O-GEN MISC	100.60
	2/09/18	STORAGE BOXES, PAPER, PAPE	LIQUOR	O-GEN MISC	111.37
	2/09/18	CALCULATOR TAPE	DATA PROCESSING	DATA PROCESSING	71.00
	2/09/18	LEGAL PAPER	DATA PROCESSING	DATA PROCESSING	13.98
	2/09/18	POST-IT NOTES	DATA PROCESSING	DATA PROCESSING	8.60
	2/09/18	COPIER SERVICE-MX5140N	DATA PROCESSING	COPIER/FAX	151.52_
				TOTAL:	1,640.24
PAUSTIS & SONS	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	2,755.01_
				TOTAL:	2,755.01
PEPSI COLA BOTTLING CO	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	111.85
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	30.00
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	114.95
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	41.95_
				TOTAL:	298.75
PHILLIPS WINE & SPIRITS INC	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,252.81
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	1,126.81
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	186.40
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,922.89
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	424.80
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	9.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,706.19
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	523.75
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	75.80-
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	82.50-
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	2.92-
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	20.00-
	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	9.00-
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	61.70
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	51.12
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	23.38
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	16.90
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	130.81
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	18.59
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	0.14-
				TOTAL:	14,263.10
BRIAN POWERS	2/09/18	BOILER INSPECTIONS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	310.00_
				TOTAL:	310.00
PRODUCTIVITY PLUS ACCOUNT	2/09/18	PLOW PARTS	RECREATION	PARK AREAS	88.62
	2/09/18	MOWER PARTS	RECREATION	PARK AREAS	12.80
	2/09/18	KUBOTA PARTS	RECREATION	PARK AREAS	448.13

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	KUBOTA SWITCH	RECREATION	PARK AREAS	145.50
	2/09/18	CSE DX45 PARTS	RECREATION	PARK AREAS	158.05
	2/09/18	CASE TRACTOR STARTER	RECREATION	PARK AREAS	259.00_
				TOTAL:	1,112.10
PROSTEAM CLEANING INC	2/09/18	CARPET CLEANING	LIQUOR	O-GEN MISC	1,257.49_
				TOTAL:	1,257.49
TRACOM CORP	2/09/18	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	492.83_
				TOTAL:	492.83
RAY O'HERRON CO INC	2/09/18	UNIFORM	GENERAL FUND	POLICE ADMINISTRATION	251.90_
				TOTAL:	251.90
RED BULL DISTRIBUTION COMPANY INC	2/09/18	MIX	LIQUOR	NON-DEPARTMENTAL	360.30_
				TOTAL:	360.30
RESKO INC	2/09/18	SECONDARY LUGS	ELECTRIC	FA DISTR METERS	438.13
	2/09/18	POLYWATER PULLING LUBE-15K	ELECTRIC	FA DISTR METERS	1,013.16_
				TOTAL:	1,451.29
TRICKERS	2/09/18	BLACK FRAME	GENERAL FUND	FIRE ADMINISTRATION	63.99
	2/09/18	GROUP PHOTOS	GENERAL FUND	FIRE ADMINISTRATION	273.73_
				TOTAL:	337.72
ROBINSON STEVE	2/09/18	REIMBURSE EHLERS, BRUNTON	GENERAL FUND	ADMINISTRATION	350.88_
				TOTAL:	350.88
RONS REPAIR INC	2/09/18	THERMOSTAT #417	GENERAL FUND	PAVED STREETS	69.23
	2/09/18	RADIATOR HOSE #417	GENERAL FUND	PAVED STREETS	49.50_
				TOTAL:	118.73
ROUND LAKE VINEYARDS & WINERY LLC	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	547.50_
				TOTAL:	547.50
RUNNINGS SUPPLY INC-ACCT#9502440	2/09/18	SPRAY PAINT UNIT #308	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	9.87
	2/09/18	BEARING/BOLTS-WWTP SNOWBLO	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	20.46
	2/09/18	KNIVES	ELECTRIC	O-DISTR MISC	19.91_
				TOTAL:	50.24
RUNNINGS SUPPLY INC-ACCT#9502485	2/09/18	COUPLINGS, ELBOW, PIPE #40	GENERAL FUND	ICE AND SNOW REMOVAL	9.04
	2/09/18	PUTTY KNIFE	GENERAL FUND	CENTER FOR ACTIVE LIVI	4.91
	2/09/18	SPRAYERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	9.99
	2/09/18	DRILL BIT, BITS	GENERAL FUND	CENTER FOR ACTIVE LIVI	11.35
	2/09/18	CONCENTRATED TRUCK WASH	RECREATION	PARK AREAS	4.99
	2/09/18	FURNANCE FILTERS	RECREATION	PARK AREAS	9.18
	2/09/18	SHOP SUPPLIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	57.96_
				TOTAL:	107.42
SALONEK CONCRETE & CONSTRUCTION INC	2/09/18	LIQUOR STORE #3	LIQUOR	NON-DEPARTMENTAL	8,680.16-
	2/09/18	LIQUOR STORE #3	LIQUOR	O-GEN MISC	173,603.28_
				TOTAL:	164,923.12
SCHAAAP SANITATION INC	2/09/18	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	98.64
	2/09/18	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	17.44
	2/09/18	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	76.48

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	36.24
	2/09/18	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	144.67
	2/09/18	MONTHLY SERVICE	RECREATION	PARK AREAS	289.27
	2/09/18	MONTHLY SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	101.48
	2/09/18	MONTHLY SERVICE	WATER	O-DISTR MISC	51.48
	2/09/18	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	250.65
	2/09/18	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	71.28
	2/09/18	MONTHLY SERVICE	LIQUOR	O-GEN MISC	140.56
	2/09/18	MONTHLY SERVICE	AIRPORT	O-GEN MISC	92.94
	2/09/18	SOLID WASTE-DECEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	79,807.58
	2/09/18	SOLID WASTE-DECEMBER	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	293.28-
	2/09/18	SOLID WASTE-DECEMBER	GARBAGE COLLECTION	CODE ENFORCEMENT	4,318.80_
				TOTAL:	85,204.23
SCHWALBACH #4465	2/09/18	CAP DRAIN LINE IN BASEMENT	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	91.89
	2/09/18	DRILL/DRIVER 20V	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	160.30_
				TOTAL:	252.19
SCHWALBACH ACE HARDWARE-5930	2/09/18	PROPANE CYLINDER, GORILLA	GENERAL FUND	PAVED STREETS	12.98
	2/09/18	PRIMER, PAINT, BRUSHES	GENERAL FUND	CENTER FOR ACTIVE LIVI	30.95
	2/09/18	BROOM, CLEANING SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	77.42
	2/09/18	LUGGAGE LOCK	GENERAL FUND	CENTER FOR ACTIVE LIVI	8.99
	2/09/18	MOP KIT, DOOR STOPS, AMARY	GENERAL FUND	CENTER FOR ACTIVE LIVI	15.98
	2/09/18	AMARYLLIS GIFTBOXES	GENERAL FUND	CENTER FOR ACTIVE LIVI	11.98
	2/09/18	DUCT TAPE, KEYS, KEY RINGS	GENERAL FUND	CENTER FOR ACTIVE LIVI	25.86
	2/09/18	PACKING TAPE	GENERAL FUND	CENTER FOR ACTIVE LIVI	3.99
	2/09/18	KEY	GENERAL FUND	CENTER FOR ACTIVE LIVI	1.99
	2/09/18	LIQUID NAILS	GENERAL FUND	CENTER FOR ACTIVE LIVI	2.79
	2/09/18	SNOW PUSHER	RECREATION	PARK AREAS	47.99
	2/09/18	BAC-SERVICE EXHAUST FAN MO	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,159.97
	2/09/18	PAINT BRUSH, HANDLE, SCREW	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	34.94
	2/09/18	ANGLE BROOM	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	12.99
	2/09/18	BRUSH HANDLE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	2.99_
				TOTAL:	1,451.81
SCHWALBACH ACE #6067	2/09/18	FLOOR CLEANER	MUNICIPAL WASTEWAT	O-PURIFY MISC	12.99
	2/09/18	60W BULBS-LIFTSTATION	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	27.96
	2/09/18	DIGESTER ROOF VENT REPAIR	MUNICIPAL WASTEWAT	M-PURIFY STRUCTURES	10.98_
				TOTAL:	51.93
SHPOKO STORES OPERATING CO LLC	2/09/18	SUPPLIES	GENERAL FUND	PAVED STREETS	60.43
	2/09/18	ARTWORK	GENERAL FUND	CENTER FOR ACTIVE LIVI	35.99_
				TOTAL:	96.42
SOUTHERN GLAZER'S OF MN	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,546.07
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,679.05
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	20.28
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	735.12
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	1,010.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,012.09
	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	956.00
	2/09/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	59.20-
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	26.36
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	5.08
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	19.02
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	0.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	11.72
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	29.60
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	84.84
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	24.05_
				TOTAL:	11,102.39
STUART C IRBY CO	2/09/18	600 V SECONDARY CABLE	ELECTRIC	FA DISTR UNDRGRND COND	2,387.00_
				TOTAL:	2,387.00
SWENEY CONTROLS COMPANY	2/09/18	LIFTSTATION PANEL HEATER	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	315.73_
				TOTAL:	315.73
THYSSENKRUPP ELEVATOR CORP	2/09/18	QUARTERLY ELEVATOR SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	410.84_
				TOTAL:	410.84
TRACTOR SUPPLY CREDIT PLAN	2/09/18	RUBBER MAT	GENERAL FUND	POLICE ADMINISTRATION	24.99_
				TOTAL:	24.99
TRANSOURCE TRUCK & EQUIPMENT	2/09/18	PARTS #425	GENERAL FUND	ICE AND SNOW REMOVAL	123.71_
				TOTAL:	123.71
TRI-STATE RENTAL CENTER	2/09/18	SCAFFOLD	GENERAL FUND	CENTER FOR ACTIVE LIVI	105.23_
				TOTAL:	105.23
VERIZON WIRELESS	2/09/18	WIRELESS SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	356.44_
				TOTAL:	356.44
VETERINARY MEDICAL CTR PA	2/09/18	DOG FOOD	GENERAL FUND	POLICE ADMINISTRATION	53.67
	2/09/18	COMP PHYSICAL, VACCINATION	GENERAL FUND	POLICE ADMINISTRATION	477.24_
				TOTAL:	530.91
PHILLIP JAY WILLARDSON	2/09/18	SNOW REMOVAL 1/24, 1/25	GENERAL FUND	CODE ENFORCEMENT	140.00_
				TOTAL:	140.00
WINE MERCHANTS	2/09/18	WINE	LIQUOR	NON-DEPARTMENTAL	219.00
	2/09/18	FREIGHT	LIQUOR	O-SOURCE MISC	3.38_
				TOTAL:	222.38
WINTER EQUIPMENT COMPANY INC	2/09/18	CURB RUNNERS, PLOW GUARDS	GENERAL FUND	ICE AND SNOW REMOVAL	965.84_
				TOTAL:	965.84
WORTHINGTON FOOTWEAR	2/09/18	BOOTS	GENERAL FUND	PAVED STREETS	196.00
	2/09/18	BOOTS	GENERAL FUND	PAVED STREETS	160.00
	2/09/18	BOOTS	GENERAL FUND	PAVED STREETS	174.40_
				TOTAL:	530.40
WORTHINGTON SPORTS CENTER INC	2/09/18	GENERATOR	RECREATION	PARK AREAS	950.00_
				TOTAL:	950.00
YMCA	2/09/18	CAL MANAGEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	3,199.59
	2/09/18	LIGHT PANEL REPAIRS-CITY 5	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	5,983.58_
				TOTAL:	9,183.17
ZABINSKI BUSINESS SERVICES INC	2/09/18	ONLINE BACKUP SERVICE, VER	LIQUOR	O-GEN MISC	240.00_
				TOTAL:	240.00



VENDOR SORT KEY

DATE     DESCRIPTION

FUND

DEPARTMENT

AMOUNT\_

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

101	GENERAL FUND	84,780.14
202	MEMORIAL AUDITORIUM	1,447.49
207	PD TASK FORCE	7,252.10
229	RECREATION	4,445.64
231	ECONOMIC DEV AUTHORITY	3,275.16
401	IMPROVEMENT CONST	146.25
431	AQUATIC CENTER FACILITY	5,983.58
601	WATER	84,401.26
602	MUNICIPAL WASTEWATER	7,558.13
604	ELECTRIC	4,574.24
605	INDUSTRIAL WASTEWATER	28,948.38
609	LIQUOR	309,112.52
612	AIRPORT	92.94
702	DATA PROCESSING	1,209.02
703	SAFETY PROMO/LOSS CTRL	243,567.00
873	GARBAGE COLLECTION	83,833.10
878	WASTE MANAGEMENT COLL	7,198.00

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GRAND TOTAL:            877,824.95  
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TOTAL PAGES:    14