

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, October 8, 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. PUBLIC HEARING - HEARING ON PROPOSED ASSESSMENTS ENGINEERING CASE ITEM 1 (BLUE)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- E. PUBLIC HEARING - NOBLES HOME INITIATIVE APPLICATION (PARCEL ID# 31-2084-940 - 1771 DONOVAN DRIVE) COMMUNITY / ECONOMIC DEVELOPMENT CASE ITEM 1 (GRAY)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- F. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Special Meeting September 24, 2018
 - b. City Council Minutes of Regular Meeting September 24, 2018
 - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

- a. Convention and Visitors Bureau Minutes of August 29, 2018
- b. Worthington Housing and Redevelopment Authority Board Minutes of August 28, 2018
- c. Center for Active Living Committee Minutes of August 13, 2018
- d. Planning Commission/ Board of Appeals Minutes of October 2, 2018

3. **BILLS PAYABLE (WHITE)**

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

G. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Items

1. Third Reading - Change of Zone - Parcels 31-3973-700, 31-3973-000, 31-0685-000 AND 31-0008-000
2. Third Reading - Change of Zone - Parcels RR-RAIL-006, 31-3974-000, 31-3974-300, 31-3931-000, 31-3932-000 AND 31-3932-500
3. Third Reading - Change of Zone - Parcel 31-3974-500
4. Second Reading Proposed Ordinance Amending the Worthington City Code to Add Brewery/Brew Pub Licensing
5. Renewal of Master Joint Powers Agreement and Subscriber Agreement Between the City of Worthington and Bureau of Criminal Apprehension
6. Resolution Appointing Election Judges and Alternates for the November 6, 2018 General Election
7. Artmobile Memorandum of Understanding
8. Resolution to Authorize the Sale of \$1,140,000 General Obligation Storm Water Bonds, Series 2018A
9. Professional Services Agreement for Proposed Spec Building Project

H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Items

2. Vacate Portion of Utility Easement

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

Case Items

2. First Reading of Proposed Ordinance to Amend Planning Commission Voting Requirements for Comprehensive Plan Adoption or Amendment
3. First Reading of Proposed Ordinance to Establish Specific Development Standards for Asphalt Mixing and Manufacturing Plants
4. Hotel Thompson
5. Orthodox Church Memorandum of Understanding

J. 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

K. CITY ADMINISTRATOR REPORT

L. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING, SEPTEMBER 24, 2018**

The meeting was called to order at 6:30 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon.

Staff present: Steve Robinson, City Administrator; Dwayne Haffield, Director of Engineering; Janice Oberloh, City Clerk.

Others present: Robert Scott, Attorney with Flaherty and Hood (via conference telephone call).

CLOSED SESSION UNDER MINN. STAT. 13D.05, SUBD. 3(B) - ATTORNEY - CLIENT PRIVILEGE - PENDING LITIGATION: CITY OF WORTHINGTON V. SPIRIT SPE PORTFOLIO 2006-2, LLC. ET AL., NOBLES COUNTY DISTRICT COURT FILE NO.: 53-CV-18-119

Mayor Kuhle stated that Council would be going into closed session under Minnesota Statute 13D.05, Subd. 3(b) - Attorney-Client Privilege - to discuss legal strategy regarding a condemnation action pending in district court pursuant to which the City has acquired property interests needed for the construction of the County Ditch No. 12 / Okabena Creek flood mitigation project.

The motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to close the meeting at 6:33 p.m.

The meeting was re-opened at 6:53 p.m.

The motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve stipulation for settlement of Parcel 2 with Spirit SPE Portfolio 2006-2, LLC for a total settlement amount of \$147,184.69.

The motion was made by Council Member Cummings, seconded by Council Member Oberloh and unanimously carried to approve stipulation for settlement of Parcel 3 with Michael A. Schwalbach for a total settlement amount of \$8,300.00.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to, pursuant to Minnesota Statutes, Section 13.44, subd. 3(c) make the City's updated damages appraisals for the outstanding parcels prepared by McKinzie Metro Appraisal, dated August 15, 2018, and any property owner appraisals received from the owners of such parcels, public data.

ADJOURNMENT

The motion was made by Council Member Janssen, seconded by Council Member Oberloh and unanimously carried to adjourn the meeting at 7:55 p.m.

Janice Oberloh, MCMC
City Clerk

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, SEPTEMBER 24, 2018**

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

Staff present: Steve Robinson, City Administrator; Dwayne Haffield, Director of Engineering; Jason Brisson, Director of Community Development, Planning, Zoning and Building Services; Janice Oberloh, City Clerk.

Others present: Chris Kielblock; Ryan Weber; Ed Zapeda; Kathleen Donovan; Karl Evers-Hillstrom, The Globe.

The Pledge of Allegiance was recited.

AGENDA CLOSED / APPROVED

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

PUBLIC HEARING AND ORDINANCE NO. 1123 - INTERIM ORDINANCES

Pursuant to published notice, this was the time and date set for a public hearing regarding interim ordinances.

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

Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, presented information on the proposed ordinance that would amend Chapter IV, Section 4.05 of the Worthington City Charter to include the following language:

An interim ordinance, as defined by Minnesota Statute § 462.355, Subd. 4, need only be read once which shall be at a regular Council meeting after which it shall be published once in the official newspaper. Upon publication, such interim ordinance shall be effective. An interim ordinance is subject to the same voting requirements as set forth below.

The ordinance also makes minor language changes to the requirement of three readings for other ordinances. Mr. Brisson said the City's Charter is more restrictive than Statute regarding interim ordinances, which is used to regulate, restrict, or prohibit any use, development, or subdivision within the city or a portion of the city for a period not to exceed one year from the effective date of the ordinance. The Charter Commission considered the proposed ordinance at their August 16, 2018 meeting, and voted unanimously to recommend forwarding the proposed ordinance to Council

for adoption. The ordinance amendment is enacted if it receives an affirmative vote of all members of the City Council and the Mayor approves, but would not become effective until 90 days after its passage and publication. If within 60 days of passage and publication a petition requesting a referendum on the ordinance is filed with the City Clerk asking for a referendum on the proposed ordinance, the ordinance would not be effective until approved by the voters.

Mayor Kuhle asked if there was anyone who wished to present testimony for or against the proposed ordinance. None was received.

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

The motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried, and approved by the Mayor, to adopt the following ordinance amending Chapter IV, Section 4.05 of the Worthington City Charter:

ORDINANCE NO. 1120

AN ORDINANCE TO AMEND WORTHINGTON CITY CHARTER CHAPTER IV, SECTION 4.05, ENTITLED "ORDINANCES AND RESOLUTIONS"

(Refer to Ordinance File for complete copy of Ordinance)

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting September 10, 2018 and Special Meeting September 19, 2018
- Minutes of Boards and Commissions - Water and Light Commission Minutes of September 17, 2018; Planning Commission / Board of Appeals Minutes of September 4, 2018; Heron Lake Watershed Board Minutes of July 24, 2018; Public Arts Commission Minutes of August 16, 2018
- Municipal Liquor Store Income Statement for the Period January 1, 2018 through August 31, 2018
- Application for Exemption from Lawful Gambling Permit - St. Mary's Catholic Church
- Bills payable and totaling \$2,815,984.51 be ordered paid

SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - PARCELS 31-3973-700, 31-3973-000, 31-0685-000 AND 31-0008-000

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would rezone certain areas of the City of Worthington from "M-2" - General Industrial to "B-2" - Central Business District. The subject property is legally described as:

That part of the southeast quarter of Section 23, and the northwest quarter of Section 26, all in Township 102 North, Range 40 West, Nobles County Minnesota described as follows:

Beginning at the intersection of the centerline of Lake Street and northwesterly right-of-way line of the Union Pacific Railroad; thence northeasterly along the northwesterly right-of-way line of the Union Pacific Railroad to a southeasterly projection of the centerline of Eighth Street; thence northwesterly along a southeasterly projection of the centerline of Eighth Street to the centerline of Second Avenue; thence southwesterly along the centerline of Second Avenue to the centerline of Lake Street; thence southwesterly, southerly and southeasterly along the centerline of Lake Street to the point of beginning.

The proposed ordinance was brought forward by staff to the Planning Commission, who recommended the rezoning based on the proposed future land use of the four parcels according to the City's Comprehensive Plan.

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

SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - PARCELS RR-RAIL-006, 31-3974-000, 31-3974-300, 31-3931-000, 31-3932-000, AND 31-3932-500

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would rezone certain property from "M-2" - (General Industrial) to "B-3" - (General Business). The subject property is legally described as:

That part of the southwest quarter of Section 24, the southeast quarter of Section 23, and the northwest quarter of Section 26, all in Township 102 North, Range 40 West, Nobles County Minnesota described as follows:

Beginning at the intersection of the centerline of Eighth Street and the centerline of Second Avenue; thence northeasterly along the centerline of Second Avenue to the centerline of Tenth Street; thence southeasterly along the centerline of Tenth Street to the centerline of First Avenue; thence northeasterly along the centerline of First Avenue to the centerline of Twelfth Street; thence southeasterly along the centerline of Twelfth Street and East Twelfth Street to the centerline of Sherwood Street; thence

southwesterly along the centerline of Sherwood Street to the centerline of South Lake Street; thence northwesterly along the centerline of South Lake Street and Lake Street to the northwesterly right-of-way line of the Union Pacific Railroad; thence northeasterly along the northwesterly right-of-way line of the Union Pacific Railroad to a southeasterly projection of the centerline of Eighth Street; thence northwesterly along a southeasterly projection of the centerline of Eighth Street to the point of beginning.

The proposed ordinance was brought forward by staff to the Planning Commission, who was recommending the change of zone. The proposed change of zone would not affect the railroad operations and would ensure that future land uses of the subject parcels would be compatible with the downtown business district.

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

SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - PARCEL 31-3974-500

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance that would rezone certain property from "T-Z" - (Transition Zone) to "B-3" - (General Business). The subject property is legally described as:

That part of Government Lot 4, Section 26, Township 102, Range 40, Nobles County, Minnesota, lying southerly of the southerly right-of-way line of Trunk Highways No. 59 and 60, more particularly described as follows:

Beginning at the center of said Section 26; thence South 86 degrees 35 minutes 44 seconds East along the south line of said Government Lot 4 a distance of 1315.90 feet to the southeast corner of said Government Lot 4; thence North 0 degrees 01 minutes 03 seconds East along the east line of said Government Lot 4 a distance of 1053.41 feet to the south line of said Trunk Highway right-of-way; thence South 89 degrees 17 seconds 23 minutes West along said right-of-way a distance of 33.00 feet; thence North 45 degrees 20 minutes 47 seconds West along said right-of-way line a distance of 140.52 feet; thence South 89 degrees 17 minutes 23 seconds West along said right-of-way line a distance of 35.62 feet; thence southwesterly along said right-of-way line on a tangential curve, concave to the southeast having a radius of 1834.86 feet, a central angle of 38 degrees 40 minutes 00 seconds and an arc length of 1238.27 feet; thence South 50 degrees 37 minutes 23 seconds West along said right-of-way line a distance of 3.06 feet to the intersection point of said right-of-way line with the North-South Quarter line of said Section 26; thence South 0 degrees 08

minutes 33 seconds West along said Quarter line a distance of 654.85 feet to the point of beginning.

Based on a proposal received for development on the subject parcel, the proposed ordinance was brought forward by staff to the Planning Commission, who was recommending approval of the rezoning.

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

FIRST READING PROPOSED ORDINANCE TO ADD BREWERY/BREWPUB LICENSING

Staff presented a proposed ordinance amending Section 111 of the Worthington City Code to add Brewery/Brewpub licensing as follows:

An Ordinance to Amend Title XI of the City Code of Worthington, Nobles County, Minnesota to Include Breweries and Brewpubs in Licensing Requirements

The Liquor Committee considered the proposed ordinance at their September 14, 2018 meeting, and determined that the amendment go forward to City Council for approval.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to give a first reading to the proposed ordinance.

A resolution establishing the fees for Breweries and Brewpubs will be brought forward upon a successful third reading and adoption of the proposed ordinance.

HALLOWEEN STREET CLOSURE AUTHORIZED

In 2017, Council authorized the closure of Smith Avenue and a portion of Clary Street from 5:00 p.m. to 8:00 p.m. on October 31st to ensure the safety of children on Halloween night, based on the large volume of participants there. The closure was successful and without issue or concern.

Worthington Public Safety Department was requesting Council authorization for the same closure this year on October 31, 2018 for Halloween.

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to approve the requested street closure of Smith Avenue and a portion of Clary Street from 5:00 p.m. to 8:00 p.m. on October 31, 2018 for Halloween.

BUDGET AMENDMENT AND SOLICITATION OF QUOTES FOR OLSON PARK WASH OUT AUTHORIZED

Staff was requesting Council approval of a budget amendment and authorization to solicit quotes to repair the wash outs at Olson Park that were caused by runoff from the June 20-21, 2018 storm event. Dwayne Haffield, Director of Engineering, noted the proposed repairs include repairing the bike trail pavement and restoring the washouts, placement of rip-rap at the toe of the bank and installation of a permanent turf stabilizing mat on the disturbed banks. Total estimated cost of the repairs is \$105,000. The work is not included in the 2018 budget, however, the washouts have continued to increase in size and are in need of immediate repair. Mr. Haffield said it is proposed to finance the project with the \$78,000 budgeted for the Slater Park/South Shore Rip-Rap in the Lake Improvement budget supplemented by use of up to an additional \$27,000 in undesignated unreserved general funds. A preliminary assessment by FEMA staff determined repairs of certain of the locations may be eligible for reimbursement of approximately one half of the cost.

The motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the budget amendment as requested and to authorize staff to solicit quotes for repair of the Olson Park wash out.

WORKFORCE HOUSING AGREEMENT RATIFIED

At their August 27, 2018 meeting, Council considered and approved an application for a forgivable loan as part of the City's Workforce Housing program. On Wednesday, September 12, 2018, staff was contacted by the Southwest Housing Partnership advising that the USDA was requiring the applicant's wife to be added to the loan documents before the scheduled closing on Friday, September 14, 2018. The City Attorney advised that because the requested amendments were to correct an error and would improve the City's financial position, the amended documents could be executed by the Mayor and Clerk and subsequently ratified by the City Council at their next regular meeting. Alternatively, a special City Council meeting could be called to approve the amended documents and to authorize the Mayor and Clerk to sign them. Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, said he contacted Council Members individually and received feedback that ratification was the preferred approach. The loan amount was \$24,700 and under the program was structured as a forgivable loan for five years at an interest rate of 5%, and was to pay costs of public infrastructure for the applicant's lot within Morningview Second Addition.

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to ratify the workforce housing agreement as signed by the Mayor and the City Clerk

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - Reported on the Joint City/County/College/School Board meeting - the School referendum was discussed, along with the parking on County Road 10/Crailsheim Drive at the College.

Council Member Janssen - Reported on the Heron Lake Watershed Board meeting - they are having lots of problems with ditches, what they can borrow, and being too close to electrical lines.

Council Member Oberloh - Nothing to report.

Council Member Cummings - Nothing to report except the YMCA Board will have their Planning Session on Thursday.

Council Member Ernst - Nothing to report.

Council Member Harmon - Noted he had attended the Joint City/County/College/School Board meeting. Also reported on the Water and Light Commission meeting - the minutes were included in the Council packet. The Lewis and Clark water hookup is still scheduled for November 2nd, weather permitting.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, noted that City Attorney Mark Shepherd, Police Sergeant Brett Wiltrout and he are working on an ATV ordinance for the City and are looking to establish a committee with a couple of Council Members. Council Members Oberloh, Janssen and Ernst volunteered - Mr. Robinson noted we only needed two Members, which would be Oberloh and Janssen as first two to respond.

Sales tax flyers providing information on the upcoming November 6, 2018 referendum were distributed to Council. Mr. Robinson said staff had worked on the flyers, which can only be used to provide information and cannot urge people to vote one way or another on the proposed sales tax. Chamber of Commerce staff will also be lining up meetings for him to attend and provide information on the proposed tax.

Mr. Robinson also noted that this would be Daily Globe Reporter Karl Evers-Hillstrom's last Council meeting for reporting as he will be going to Washington, D.C. Mr. Evers-Hillstrom said he appreciated working with Council and City staff - they were great to work with. Council and staff wished him well.

ADJOURNMENT

The motion was made by Council Member Janssen, seconded by Council Member Oberloh and unanimously carried to adjourn the meeting at 7:35 p.m.

Worthington City Council
Regular Meeting, September 24, 2018
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Janice Oberloh, MCMC
City Clerk

Worthington Area Convention and Visitors Bureau
Board of Directors Meeting
August 29, 2018
Chamber of Commerce/CVB Office
3:30 P.M.

Present: Nancy Vaske, Brian Wind, Chad Cummings, Andy Johnson, Len Bakken, Jesse Flynn, Maria Thier, Jessica Noble, Jeff Nickel, Nicholas Raymo, Ryan McGaughey, Gwen Post, Brad Meester, Maria Parga and Darlene Macklin.

Excused Absence: Alyssa Benson.

Guests: Ron Wood and Art Frame.

Chair of the Board Jessica Noble presiding.

A motion was passed unanimously to approve the agenda as presented.

Nobles County Historical Society/
Pioneer Village: Ron Wood and Art Frame, representing the Nobles County Historical Society and Pioneer Village were present to share information on the proposed purchase of the Armory building for the Historical Society and the status of Pioneer Village. The Historical Society does not have viable funding sources. They receive money through Nobles County, rental of Pioneer Village, memberships and donations.

Pioneer Village has thirty plus buildings on site with the majority needing repairs and very little dollars available for material and labor cost. The board is trying to develop a long-term plan for both, the museum and the village.

Finding partners is what is needed to accomplish the projects. Others, besides Nobles County will be needed along with a possible half cent sales tax. From Ron Wood's experience in Marshall, they passed a food and beverage tax to help fund the Red Baron Arena. Woods would like to proceed with a tax once the City passes the local option sales tax.

The board was asked to give it some thought, since there is ample time to put the plan together.

A motion was made by Nicholas Raymo, seconded by Brian Wind, and passed unanimously to approve the minutes of the June 27, 2018 meeting.

Board of Directors Meeting Continued, Page 2

A motion was made by Chad Cummings, seconded by Nicholas Raymo, and passed unanimously to accept the June and July, 2018 financial statements.

Memorial Auditorium Sponsorship: A motion was made by Nicholas Raymo, seconded by Maria Thier, and passed unanimously to approve a \$2,000.00 sponsorship for Memorial Auditorium.

With the sponsorship, the CVB will get eight free tickets. It was suggested to give them away through a Facebook contest or in the weekly update.

Priorities: The Executive Board met to discuss the priorities such as tiered membership and job descriptions.

Committee Reports: Marketing/Hotel – The digital marketing has been approved and will start in September.

Sports & Recreation – Equipment has been ordered for the October 6th disc golf tournament. There are currently sixty golfers already registered.

Winterfest – The date has been changed to January 18th and 19th.

City Report: Chad Cummings stated that the half cent sales tax is coming to an end. The movie theatre is still being discussed. The city would have to build a building, leasing it back to a tenant, which would be used for a theatre.

Next Meeting: The next meeting of the board will be held on September 26th.

New Business: A motion was made by Ryan McGaughey, seconded by Chad Cummings, and passed unanimously to approve a \$2,500.00 sponsorship for King Turkey Day.

A motion was passed unanimously to adjourn the meeting at 4:29 P.M.

Respectfully Submitted,

Darlene Macklin
Executive Director

**Worthington HRA Regular Board Meeting
August 28, 2018
819 10th Street, Worthington, MN**

Board Members Present: Lyle TenHaken, Marty Rickers, and Alan Oberloh
Excused Absence: Lori Bristow, Bridget Huber and Jason Brisson
Staff Members Present: Randy Thompson, HRA Executive Director
Others Present: None

Lyle TenHaken, Board Vice-Chairman called the meeting to order at 5:25 P.M

APPROVAL OF THE AGENDA: A motion was made by Alan Oberloh to approve the agenda. The motion was seconded by Marty Rickers. The Motion Passed.

APPROVAL OF MEETING MINUTES: A motion was made by Marty Rickers to approve the minutes from the board meetings held on July 17, 2018. The motion was seconded by Alan Oberloh. The Motion Passed.

BILLS PAYABLE: The bills payable for the period of July 17, 2018 thru August 27, 2018 were presented for approval. The bills paid included: Prairie Acres Account \$17,663.23, Management/Levy Account \$158.68, The Rising Sun Estates Account \$39,302.03, The Public Housing Account \$86,530.51.

FINANCIAL STATEMENT REVIEW: The board reviewed the July 31, 2018 statements for Prairie Acres, Rising Sun Estates, and Management/Levy Account. These statements are prepared in-house by HRA staff. The board also reviewed the July 31, 2018 financial statements for Public Housing and Section 8. The Public Housing and Section 8 statements were prepared by the Accounting Firm, Hawkins & Ash CPA's. The board also reviewed the internally prepared dashboard statements for July 31, 2018 which provides a recap of the monthly and year to date financial information as prepared by the Hawkins & Ash CPA Accounting firm. A Motion was made by Marty Rickers to Approve the Bills Paid from all accounts as presented and to approve the July 31, 2018 statements for Public Housing, Section 8, and the statements for July 31, 2018 for Prairie Acres, Rising Sun Estates, and the Management/Levy Account. The Motion was seconded by Alan Oberloh. The Motion Passed. Motion-08282018-A

RESOLUTION APPROVING THE 2018 TAX LEVY COLLECTIBLE IN 2019:

The Resolution to Approve the 2018 Tax Levy was reviewed by the board. The proposed levy amount for 2018 collectible in 2019 was \$128,000.00 per State Statute. After review of the resolution and proposed budgeting of the funds a Motion was made by Alan Oberloh to approve the Resolution approving the 2018 Tax Levy Collectible in 2019. The Motion was seconded by Marty Rickers. The Motion Passed. Motion 08282018-B. The Resolution will now be sent to the Worthington City Council for City Council approval.

PIPESTONE COUNTY SECTION 8 PROGRAM DISCUSSION: The board did have a follow-up discussion regarding the Worthington HRA taking over the Section 8 Voucher program currently being managed by the Pipestone HRA. The Discussion centered around Thompson indicating that he did participate in a telephone call on August 9, 2018 with the Pipestone HRA Executive Director and HUD

staff from both the Minneapolis HUD Field office and the HUD Section 8 shortfall team from Washington DC. Thompson indicated that nine vouchers that had been ported to the Chicago area have now been absorbed by the Chicago HRA and that it is anticipated that the remaining three vouchers that had been ported to the Minneapolis area will be absorbed on September 1, 2018 by the Minneapolis HRA. With these twelve vouchers being absorbed Pipestone will be down to 12 vouchers with a total monthly Housing Assistance Payment of \$3,276. This will also likely move the Pipestone Section 8 program out of shortfall by October of 2018.

The HUD Minneapolis Field Office staff also indicated that they did perform a compliance audit of the Pipestone Agency in late July of 2018. There were findings in the audit which included annual inspections and rent reasonableness calculations. The Minneapolis Field Office Staff did indicate that these findings could cause the Pipestone Section 8 program to become a troubled agency. If the Worthington HRA were to take over the Pipestone Section 8 program and it is a troubled program the Worthington HRA would take responsibility for making corrections to address the problem areas.

Director Thompson also informed the board that he has discussed the matter with Deb Thompson the Section 8 Coordinator. Section 8 Coordinator Thompson did indicate that she is in favor of taking over the Pipestone Section 8 program if the opportunity arises. This is due to proximity to the current counties served and that the limited number of vouchers could be handled by the Worthington HRA current staff levels. This should allow the Worthington HRA to collect additional administration fees which would help the Worthington agency.

DISCUSSION REGARDING THE NO PET POLICY AT RISING SUN ESTATES: The Board did have a follow-up discussion regarding the no-pet policy at Rising Sun Estates. Director Thompson indicated to the board that he would prefer to maintain the no-pet policy and to handle service animal and companion animal requests on a case by case basis as is currently being done. The board agreed to no changes to the no-pet policy at Rising Sun Estates at this time.

THREE BEDROOM TOWNHOMES AT RISING SUN ESTATES: The Board did have a discussion in regards high rates of vacancy on the three-bedroom units at Rising Sun Estates and what actions could be taken to try and improve the occupancy levels of the three-bedroom units. Director Thompson reported to the board that he currently has more demand for two-bedroom units verses three-bedroom units. One of the ideas discussed was to lock off one of the bedrooms in a three-bedroom unit and thus making the three-bedroom unit into a two-bedroom unit and renting the unit as a two bedroom for the two-bedroom rate of \$850 per month.

A motion was made by Alan Oberloh to offer three-bedroom units as two-bedroom units by locking off one of the bedrooms. The unit would be rented as a two-bedroom for \$850 per month. The Motion was seconded by Marty Rickers. The Motion Passed. Motion 08282018-C

DISCUSSION REGARDING PROBLEMS WITH BOILER #2: Director Thompson Informed the board that maintenance technicians from both NAC and Mulcahy Boiler Company have been on-site at the Atrium to inspect and diagnose a problem with low water cutoff on boiler #2. The technicians have informed Thompson that there is a problem with water leakage on boiler #2 but no action plan has been taken to repair the boiler.

The Board did instruct Director Thompson to issue a letter of Position to NAC regarding the boiler problem and layout expectations for repairs to the boiler.

SET DATE FOR PUBLIC HEARING IN OCTOBER: The Board did set the date of Tuesday October 30, 2018 for the HRA public hearing to be held at 5:15 p.m. at the Atrium.

EXECUTIVE DIRECTORS UPDATES: Director Thompson provided the following information to the board:

- Thompson informed the board that the Minnesota NAHRO Chapter did host their leadership retreat in Worthington on July 19th and 20th. The event was held at the convention center. Twenty-two people did attend the event from various parts of the state.
- Thompson informed the board that the 2017 Financial Audit has been completed and submitted to HUD for both Section 8 and Public Housing. The Audit was completed by Drealan, Kvilhaug & Hoefker CPA's.
- Thompson informed the board that Section 8 did have four ported vouchers to Minneapolis absorbed by the Minneapolis HRA. These vouchers will be a reduction in Housing Assistance payments for September by over \$4,000.

FUTURE BOARD MEETING DATES: The board discussed future board meeting dates. The Board set the meeting date for the September Board meeting to be held on Tuesday September 25, 2018 at 5:15 p.m. The meeting will be held at the Atrium Community Room. Having No Further business to discuss Board Vice-Chairman Lyle TenHaken asked for a motion to Adjourn the meeting. A Motion to adjourn the meeting was made by Alan Oberloh. The Motion was seconded by Marty Rickers. The Motion Passed. The meeting was adjourned at 6:40 p.m.

Approved By: _____ Date: _____

Respectfully Submitted by: Randy Thompson Signed: _____

Center For Active Living

Advisory Board Meeting

August 13, 2018

1. The meeting was called to order by Julie Haas at 0900.
2. There were 10 members present and one excused absence. (Marcy LaVelle).
3. Motion made by Marie Hoffman and seconded by John Widboom to accept the June minutes. Carried.
4. There is a need for new advisory board members beginning in January 2019.
Marcy LaVelle is willing to stay on the board. We need 4 more members.
Many names were mentioned and current members volunteered to call these people and report back to Mary. Going off the board are: Julie Haas, Jerry Perkins, Marie Hoffman. Diane Graber is not able to fulfill her term due to health issues.
When we call potential board members, we are to tell them it is a 3 year term, meetings are every other month for 1 hour; if a person is interested, we would turn in their name to city council who makes the final decision.
Possibilities are: Erlin Weness, Jim Lafrezzen, Beth Ten Haken, Beth Prins, Dennis and Judy Selberg, Barb Hogan, John Standafer, Bob Miller and perhaps some pickle ball or card player.
A nominee needs to reside in the city of Worthington and cannot be on more than 2 city commissions.
5. Mary reported on intergenerational programming. Motion made by Jerry Perkins and seconded by Marie Hoffman to offer a 6 months trial pickle ball rate with Mary to determine the times and rates. Carried.
6. Mary reviewed the history of the fob and reported on the new fob system. All the boxes are converted to the new system. There is ongoing troubleshooting. There is a new policy and price sheet. Please refer to the handout. Mary and Andy continue to discuss details of the buildings use.
7. There was no update about the Endowment.
8. The directors report was sent out for each member to read.
9. In other business, Aging week is September 24-28 and Mary is planning activities for that. Turkey Day is September 15 and most felt to try to have an entry for the parade. Marie Hoffman and Marci La Velle will volunteer to help plan this entry. Nancy volunteered to find out who the current secretary is for the Worthington Ministerial Assoc. and report back to Mary. Church bulletin announcements is another avenue to tell people about the activities at the CAL.
10. Topics for the next month will be bringing replacement names for the advisory board and a report on diversity from Mike, Maria, and Jerry.
11. The meeting was adjourned by Julie Haas at 1000. The next meeting is October 8, 2018 at 9 AM.

**Planning Commission/Board of Appeals Minutes
October 2, 2018**

The meeting was called to order at 7:00 p.m. by Bob Bristow in the City Hall Council Chambers.

Members Present: Bob Bristow, Amy Ernst, Chris Kielblock, Ryan Weber, Amy Woitalewicz
Members Absent: Gary Oberloh (excused), Rhina Resendez (excused)
Staff Present: Jason Brisson, Director of Community/Economic Development,
Angela Thiner, Secretary

Approval of Minutes

Amy Woitalewicz made a motion to approve the minutes of the September 4, 2018 Planning Commission meeting. Amy Ernst seconded the motion and it passed unanimously.

Public Hearing and Recommendation to City Council

Text Amendment - City Council and Planning Commission Voting Requirements

Under the direction of City Council, staff is proposing a text amendment to City Code sections §151.03, §155.186 and §155.223 pertaining to conditional uses, change of zone requests, text amendments and Comprehensive Plan Amendment voting requirements. The proposed amendment would change the language to specify that the same fraction of affirmative votes be required in the absence of a Council or Commission member. After review with the City Attorney, staff was advised that the best course of action would be to have City Council decide whether or not they want to leave the language as it is with the possibility that it could impede action by the City in certain situations or clarify how it is written and change the language to “those members present and voting” or “those members present”. Discussion took place among the Commission regarding further explanation of the number of required votes of 5/7 for Planning Commission and 2/3 for City Council vs. members present and voting.

Bob Bristow opened the public hearing. With no one from the public in attendance, Amy Woitalewicz made a motion to close the public hearing. Chris Kielblock seconded the motion and it passed unanimously.

Ryan Weber expressed that he did not feel comfortable making a decision for the voting requirements for City Council and felt that should be up to them to figure out how to proceed. Amy Ernst stated she had concerns with the voting requirements for City Council when situations presented where there was barely a quorum. After further discussion, Amy Woitalewicz made a motion to recommend approval of the proposed text amendment to include the language “5/7 of those members present and voting”. The motion was seconded by Ryan Weber and passed unanimously.

Public Hearing and Recommendation to City Council

Text Amendment - Asphalt Mixing and Manufacturing Plants

At the September 4, 2018 Planning Commission meeting, the Planning Commission considered a text amendment to the City Code to define specific development standards for a conditional use permit for the land use of asphalt mixing and manufacturing within the City. At that time, the board decided to

table the topic to give staff time to do additional research regarding the then proposed 350' buffer/boundary from commercial/residential districts.

The land use of asphalt mixing and asphalt production are currently permitted only within the 'M-2' - General Manufacturing district through the issuance of a conditional use permit. Staff is proposing the land use not be permitted within 300 feet of a residential district nor would it be permitted within 300 feet of a transitional zone projected by the Comprehensive Plan to be commercial or residential. Staff reviewed the research findings. Staff explained that most zoning ordinances that have specific development standards do not specifically identify and address asphalt plants. Most zoning ordinances address asphalt plants and their compatibility with surrounding uses by only permitting them in the heaviest industrial district with the issuance of a conditional use permit. Staff is of the opinion that this approach of buffering asphalt plants from residential districts with the use of zoning districts is more common and should be considered with specific development standards for this land use.

Bob Bristow opened the public hearing. With there being no comments from the public, Chris Kielblock made a motion to close the public hearing, seconded by Amy Ernst passing unanimously.

Staff presented a map of current 'M-2' zoning district locations. Discussion took place regarding specific standards and enforcement of said standards. In response to questions from Amy Ernst, staff explained that the standards would be monitored on a complaint basis. Amy Woitalewicz expressed concern about an asphalt plant being able to increase their production without technically expanding the facility. After additional discussion, Ryan Weber made a motion to move forward with staff's recommendation for the text amendment to include the following standards:

1. 300' buffer from commercial/residential district.
2. Any asphalt mixing or production plant would have a fencing requirement six to ten feet tall.
3. The use shall be compliant with any applicable MPCA, Nobles County and City of Worthington permits, copies of which must be current and on file with the Zoning Administrator.
4. The use shall abut and use an arterial or collector street for vehicle access to the site.
5. Any intensification of the use would require the issuance of a new CUP.
6. Any asphalt mixing or production plant would be required to submit the following along with their CUP application:
 1. A map of natural features within three hundred fifty (350) feet of the site and all dwelling units or principal structures within one quarter (1/4) mile of the exterior property lines of the proposed site.
 2. An air quality plan describing stationary and mobile source air emissions, their quantities and composition, and indicating conformance with all applicable air quality regulations.
 3. A dust management plan describing dust emission sources, their quantity and

- composition, and how dust will be collected, managed and disposed of, and indicating conformance with all applicable dust emission regulations.
4. A sound attenuation plan describing sources of sound and indicating conformance with all applicable sound and noise regulations.
 5. A drainage plan for stormwater management and runoff.
 6. A traffic plan describing the number of truck/vehicle trips the proposal will generate and the principal access routes to the facility including a description of the facility's traffic impact on the surrounding area.

Amy Ernst seconded the motion. Bob Bristow, Chris Kielblock and Amy Ernst voted in favor of the motion. Amy Woitalewicz voted in opposition of the motion. The motion carries 4-1.

Other Business

Design Guidelines Discussion

The Planning Commission will continue to discuss design guidelines in the months to come.

Next Meeting

Due to Election Day falling on the first Tuesday in November the next Planning Commission meeting will be held on Monday, November 5, 2018 at 7:00 p.m.

Adjournment

As there was no further business before the Planning Commission, Ryan Weber motioned to adjourn the meeting at 8:03 p.m.

Angela Thiner
Secretary

ADMINISTRATIVE SERVICES MEMO

DATE: OCTOBER 8, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. THIRD READING - CHANGE OF ZONE - PARCELS 31-3973-700, 31-3973-000, 31-0685-000 AND 31-0008-000

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would rezone certain areas of the City of Worthington from "M-2" - General Industrial to "B-2" - Central Business District. The subject property is legally described as:

That part of the southeast quarter of Section 23, and the northwest quarter of Section 26, all in Township 102 North, Range 40 West, Nobles County Minnesota described as follows:

Beginning at the intersection of the centerline of Lake Street and northwesterly right-of-way line of the Union Pacific Railroad; thence northeasterly along the northwesterly right-of-way line of the Union Pacific Railroad to a southeasterly projection of the centerline of Eighth Street; thence northwesterly along a southeasterly projection of the centerline of Eighth Street to the centerline of Second Avenue; thence southwesterly along the centerline of Second Avenue to the centerline of Lake Street; thence southwesterly, southerly and southeasterly along the centerline of Lake Street to the point of beginning.

A complete copy of the ordinance was included with your September 10, 2018 Council Agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance.

2. THIRD READING - CHANGE OF ZONE - PARCELS RR-RAIL-006, 31-3974-000, 31-3974-300, 31-3931-000, 31-3932-000 AND 31-3932-500

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would rezone certain property from "M-2" - (General Industrial) to "B-3" -

(General Business). The subject property is legally described as:

That part of the southwest quarter of Section 24, the southeast quarter of Section 23, and the northwest quarter of Section 26, all in Township 102 North, Range 40 West, Nobles County Minnesota described as follows:

Beginning at the intersection of the centerline of Eighth Street and the centerline of Second Avenue; thence northeasterly along the centerline of Second Avenue to the centerline of Tenth Street; thence southeasterly along the centerline of Tenth Street to the centerline of First Avenue; thence northeasterly along the centerline of First Avenue to the centerline of Twelfth Street; thence southeasterly along the centerline of Twelfth Street and East Twelfth Street to the centerline of Sherwood Street; thence southwesterly along the centerline of Sherwood Street to the centerline of South Lake Street; thence northwesterly along the centerline of South Lake Street and Lake Street to the northwesterly right-of-way line of the Union Pacific Railroad; thence northeasterly along the northwesterly right-of-way line of the Union Pacific Railroad to a southeasterly projection of the centerline of Eighth Street; thence northwesterly along a southeasterly projection of the centerline of Eighth Street to the point of beginning.

A complete copy of the proposed ordinance was included in your September 10, 2018 Council agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance.

3. THIRD READING - CHANGE OF ZONE - PARCEL 31-3974-500

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance that would rezone certain property from "T-Z" - (Transition Zone) to "B-3" - (General Business). The subject property is legally described as:

That part of Government Lot 4, Section 26, Township 102, Range 40, Nobles County, Minnesota, lying southerly of the southerly right-of-way line of Trunk Highways No. 59 and 60, more particularly described as follows:

Beginning at the center of said Section 26; thence South 86 degrees 35 minutes 44 seconds East along the south line of said Government Lot 4 a distance of 1315.90 feet to the southeast corner of said Government Lot 4; thence North 0 degrees 01 minutes 03 seconds East along the east line of said Government Lot 4 a distance of 1053.41 feet to the south line of said Trunk

Highway right-of-way; thence South 89 degrees 17 seconds 23 minutes West along said right-of-way a distance of 33.00 feet; thence North 45 degrees 20 minutes 47 seconds West along said right-of-way line a distance of 140.52 feet; thence South 89 degrees 17 minutes 23 seconds West along said right-of-way line a distance of 35.62 feet; thence southwesterly along said right-of-way line on a tangential curve, concave to the southeast having a radius of 1834.86 feet, a central angle of 38 degrees 40 minutes 00 seconds and an arc length of 1238.27 feet; thence South 50 degrees 37 minutes 23 seconds West along said right-of-way line a distance of 3.06 feet to the intersection point of said right-of-way line with the North-South Quarter line of said Section 26; thence South 0 degrees 08 minutes 33 seconds West along said Quarter line a distance of 654.85 feet to the point of beginning.

A complete copy of the proposed ordinance was included in your September 10, 2018 Council agenda.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance.

4. **SECOND READING PROPOSED ORDINANCE AMENDING THE WORTHINGTON CITY CODE TO ADD BREWERY/BREW PUB LICENSING**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance amending Section 111 of the Worthington City Code to add Brewery/Brewpub to the City's requirement for alcohol licensing. The Liquor Committee discussed the proposed ordinance at their September 14, 2018 meeting and determined that the amendment go forward to City Council for approval.

A complete copy of the proposed ordinance was included in your September 24, 2018 Council agenda.

Council action is requested to give a second reading to the proposed ordinance amending Title XI of the City Code to include Breweries and Brewpubs in licensing requirements.

5. **RENEWAL OF MASTER JOINT POWERS AGREEMENT AND SUBSCRIBER AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND BUREAU OF CRIMINAL APPREHENSION**

Staff was notified that the Nobles County Attorney's Office had received a request from the Bureau of Criminal Apprehension (BCA) for the City of Worthington to execute a renewal of the Master Joint Powers Agreement and Subscriber Agreement with their Agency. The Nobles County Attorney's Office uses services governed by the Joint Powers Agreement with

the BCA. By the City approving the Agreements, it gives the Nobles County Attorney's Office access to the Minnesota Criminal Justice Data Communications Network systems and services available from or through the BCA. The information obtained through the network is used in performance of duties required by law.

Kathleen Kusz, Nobles County Attorney, will be at the meeting to answer any questions and to request that Council adopt the resolution included as *Exhibit 1* authorizing the Mayor and Clerk to execute the renewal of the Joint Powers Agreement (included as *Exhibit 2*) and the Subscribers Agreement (included as *Exhibit 3*).

6. **RESOLUTION APPOINTING ELECTION JUDGES AND ALTERNATES FOR THE NOVEMBER 6, 2018 GENERAL ELECTION**

State Statute 204B.21 Subd. 2 states that election judges for precincts in a municipality shall be appointed by the governing body of the municipality at least 25 days before the election at which they will serve, which this year is October 12th for the November 6, 2018 state General Election. In addition, the statute provides that municipalities may by resolution authorize the City Clerk to appoint additional or alternate judges for the Election should the need arise within the 25 day period prior to the Election.

Exhibit 4 is a resolution appointing the slate of judges (also included in *Exhibit 4*) for the November 6, 2018 General Election and their designated polling precincts, and authorizing the City Clerk to appoint additional or alternate Election judges should the need arise for the General Election after the October 12th deadline, as provided by Statute 204B.21, Subd. 2.

Council action is requested to adopt the resolution appointing the November 6, 2018 General Election judges and their designated polling places, and authorizing the City Clerk to appoint additional or alternate judges after the October 12, 2018 deadline as necessary.

7. **ARTMOBILE MEMORANDUM OF UNDERSTANDING**

The City entered into a Memorandum of Understanding (MOU) in April 2018 with the Artmobile Artists Team and Southwest Minnesota Housing Partnership (SWMHP) for the Artmobile project. In accordance with the April MOU, the City is responsible for ownership and insurance of the Artmobile vehicle. The City is not responsible for storage, repairs, maintenance and operations of the vehicle.

Funding from SWMHP for the Artmobile project has ended and they are requesting a new MOU between the City, Worthington Public Arts Commission (WPAC) and Artmobile which stipulates that the City will continue to maintain ownership and insurance of the vehicle until such time as the project may be terminated. The agreement is for a period of

five years. WPAC approved the MOU at an earlier meeting. A copy of the new MOU is included as *Exhibit 5*.

Staff recommends approval of the MOU.

Council action is requested.

8. **RESOLUTION TO AUTHORIZE THE SALE OF \$1,140,000 GENERAL OBLIGATION STORM WATER BONDS, SERIES 2018A**

Exhibit 6 is a copy of a proposed resolution for the City of Worthington Issue G.O. Storm Water Utility Bonds, Series 2018A. Also included in *Exhibit 6* is a Pre-Sale Report prepared by Rebecca Kurtz and Todd Hagen, Senior Municipal Advisors with Ehlers. The total bonds will be for \$1,140,000 with net proceeds of \$1,100,000. The proceeds will be to help finance the County Ditch 12 Flood Mitigation project. Debt service will be paid from storm water utility revenues. The total estimated project cost of \$4,376,925 will be funded with federal funds (\$2,498,425) and local share (\$1,100,000 bond proceeds; \$738,500 reserves). The City will negotiate with three local banks that have shown interest in purchasing the bonds (Bank of the West, First State Bank Southwest and Wells Fargo). City Council will consider the bids at its November 13, 2018 meeting.

Council action is requested to adopt the resolution authorizing the sale of \$1,140,000 General Obligation Storm Water bonds, Series 2018A.

9. **PROFESSIONAL SERVICES AGREEMENT FOR PROPOSED SPEC BUILDING PROJECT**

At the direction of the City Council, Staff requested a proposal for architecture services to develop conceptual plans and cost estimates for a spec building project that may accommodate entertainment based business(s). A proposal was sought from Short Elliot Hendrickson (SEH) based on our experience of their ability to meet schedules and design within budgetary limitations. A copy of the proposal is included as *Exhibit 7*.

While the initial intended use of the building is to accommodate a multi-screen movie theater, the design of the building shall be such that it can be used for alternative tenants with minor modifications.

The proposed scope of works includes:

- Developing two conceptual building and site designs. One option will be based on use of a pre-engineered steel building and the second option will be based on the use

Administrative Services Memo

October 8, 2018

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- of composite wood structural insulated panels,
- Preparing a preliminary building code analysis, and
- Developing an estimate of probable costs for each type of construction alternative.

The fee for the architectural services is a lump sum of \$14,800.00.

Staff recommends approval of SEH's proposal upon review by the City Attorney.

Council action is requested.

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
WORTHINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Worthington on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Worthington, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Worthington on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Chief of Police, Troy Appel, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Captain Kevin Flynn is appointed as the Authorized Representative's designee.

3. That the Nobles County Attorney, Kathleen A. Kusz, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant Nobles County Attorney Adam Johnson is appointed as the Authorized Representative's designee.

4. That Mike Kuhle, the Mayor for the City of Worthington, and Janice Oberloh, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, 2018.

CITY OF WORTHINGTON

By: Mike Kuhle
Its Mayor

ATTEST: _____
By: Janice Oberloh
Its City Clerk

(SEAL)

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Worthington on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Kathleen Kusz, County Attorney, 1530 Airport Road, Suite 400, PO Box 337, Worthington, MN 56187, (507) 295-5298, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Worthington on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 143451, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. **"Subscriber Records"** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, 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. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF WORTHINGTON
RESOLUTION NO. _____

**A RESOLUTION APPOINTING ELECTION JUDGES AND ALTERNATES
FOR THE NOVEMBER 6, 2018 GENERAL ELECTION**

WHEREAS, Minn. Statute 204B.21 states that Election Judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minn. Statute 204B.21 also states that the appointments shall be made at least 25 days before the election at which the Election Judges will serve, except that the appointing authority may pass a resolution authorizing the appointment of additional Election Judges within the 25 days before the election if the appointing authority determines that additional election judges will be required; and

WHEREAS, Minn. Statute 204B.23 states the municipal Clerk may assign Election Judges to fill vacancies as they occur.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Worthington, Nobles County, Minnesota, appoints the attached slate to serve as Election Judges and Alternate Election Judges for the above referenced election.

BE IT FURTHER RESOLVED, the City Council of the City of Worthington, Nobles County, Minnesota, pursuant to Minn. Stat. 204B.23 does hereby appoint the City Clerk to assign Election Judges to fill vacancies as they occur.

Adopted by the City Council of the City of Worthington, Nobles County, Minnesota, this ____ day of October, 2018.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice Oberloh, City Clerk

GENERAL ELECTION NOVEMBER 6, 2018
Election Board

Updated 10-4-18

First Ward - First Precinct
First Baptist Church - 1000 Linda Lane

Karen Buchman, Head Judge
Gary Brand, Head Judge
Ginny Tate
Beth Habicht
Marcia Shepherd
Dee Hale
Marie Weeks
Marcy LaVelle
Linda Nelson
Priscilla Williams
Karen Fury

First Ward - Second & Third Precinct
First Baptist Church - 1000 Linda Lane

Larry Iten, Head Judge
Mike Fury, Head Judge
Linda Lindemann
Joan Behrends
Kathy Harberts
Clair Williams
Mary Brandt
Dennis Weeks
Genny Lien
Marilyn Meyer

First Ward - Fourth & Fifth Precinct
American Reformed Church, 1720 N. Burlington

Vern Verbrugge, Head Judge
Elaine Hay
June Bottema-Winters
Sue Nasers
Kathy Roslansky
Diane Levine
Terese Perkins
Angela Standafer

Second Ward - First Precinct
YMCA - 1501 Collegeway

Kelly Reeves, Head Judge
Mary Ann Winter
Kathy Reker
Julia Berger
Pat Remme
Corrine Mammen
Sheila Kluever
Jeanene Townswick
Lori Rosenberg
Sharon Johansen
Janet Slater
Carol Scherff

Second Ward - Second & Third Precincts
Nobles County Public Works Bldg.- 960 Diagonal Rd.

Alice Hoffman, Head Judge
Dan Dettman
Judy Fiola
Lois Einck
Cheryl Avenal-Navarra
Sue Koob
Rose Weitgenant
Michelle Ebbers
Michelle Miller

Second Ward - Fourth & Fifth Precincts
Solid Rock Church, 1730 Diagonal Road

Bernice Camery Head Judge
Jim Laffrenzen, Head Judge
Nelma Vanden Bosch
Mike Vosburgh
Sharon Henderson
Mary Kutzbach
Jim Henderson
Nancy Cook
Jesse Lieopold

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ARTMOBILE DBA
WORTHINGTON PUBLIC ARTS COMMISSION
AND
CITY OF WORTHINGTON**

WHEREAS, THIS MEMORANDUM OF UNDERSTANDING is made and entered into from (start date) _____ to (end date) _____ between the City of Worthington, (hereinafter called "CITY"), the Worthington Public Arts Commission (hereinafter called "WPAC"), and the Artmobile DBA, (hereinafter called "ARTMOBILE"). This Memorandum of Understanding pertains only to activities conducted as part of the Artmobile community art workshops; and,

WHEREAS, ARTMOBILE will provide services to incorporate arts and culture into community engagement which is a core sector of its work, to help strengthen the social, physical and economic fabric of the CITY and its surrounding area; and,

WHEREAS, ARTMOBILE, WPAC, and CITY understand that a core function of ARTMOBILE is to engage community members in the planning process, especially individuals from diverse households or those that are typically underrepresented in community processes, to create community-driven projects, public art, and programs that best affirm and reflect the identity of the CITY; and,

WHEREAS, the Artmobile bus has been significantly modified to be a mobile art lab and is critical to all Artmobile functions; and

WHEREAS, the CITY may identify projects that may require input from the community; and

WHEREAS, the ARTMOBILE will increase access to arts learning, create community-created public art, and increase awareness of city development, planning, and services as defined by the WPAC and the CITY.

NOW, THEREFORE, BE IT RESOLVED, by joining together under this Memorandum of Understanding (hereinafter the "MOU") the CITY, and the ARTMOBILE, and the WPAC hereby agree to the following terms and conditions under the Artmobile service:

1. ARTMOBILE will seek funding via grants and donations for mobile art workshops with the WPAC as the grant sponsor. Grant money awarded to the Artmobile will be used to pay for ARTMOBILE events and operating expenses.
2. The CITY will be responsible for any approved costs related to community surveys or other feedback related to projects defined and approved by the CITY.
3. The CITY will be responsible for the ownership and insurance on the Artmobile bus. CITY will provide proof of insurance to ARTMOBILE.

4. The ARTMOBILE will be responsible for the storage, maintenance, and operation of the Artmobile.
5. The WPAC will be responsible for the long-term maintenance of public art and for the cost of materials and supplies for public art as defined by the WPAC.
6. ARTMOBILE will meet with the WPAC and the CITY to provide project updates and to define new projects.
7. Either Party shall have the right to terminate this agreement. Such right is to be exercised in writing, at least 60 days before the termination is to take effect.
8. The CITY shall be prohibited from selling the Artmobile bus during the term of this MOU. If this MOU is terminated at any time, the Artmobile will be donated back to the Artists, DBA Artmobile, who shall then be responsible for all expenses for the Artmobile bus, including insurance.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT:

1. Each party to this MOU is bound by the terms and agreements within this document. No party shall assign, sublet, or transfer its interest in this Memorandum of Understanding without written consent of the other parties.
2. The provisions hereof represent the entire agreement between parties. This MOU and any special provisions to which this agreement is subject may only be altered, amended or rescinded by a duly written agreement.

This MOU is hereby approved by all parties and executed as of the time period written above.

City of Worthington

By _____
Date

Its: _____

Worthington Public Arts Commission

By _____
Date

Its: _____

Artmobile DBA

Gail Holinka, Artmobile Artist Date

Agnes Alsgaard-Lien, Artmobile Artist Date

RESOLUTION NO. _____

Council Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE SALE OF
\$1,140,000 GENERAL OBLIGATION STORM WATER BONDS, SERIES 2018A**

- A. WHEREAS, the City Council of the City of Worthington, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,140,000 General Obligation Storm Water Bonds, Series 2018A (the "Bonds"), to finance the County Ditch 12 project; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Worthington, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on November 12, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated the 8th day of October 2018.

(SEAL)

Mayor

Attest: _____
City Clerk

October 8, 2018

Pre-Sale Report for

City of Worthington, Minnesota

\$1,140,000 General Obligation Storm Water Bonds, Series 2018A



Prepared by:

Rebecca Kurtz, CIPMA
Senior Municipal Advisor

Todd Hagen, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$1,140,000 General Obligation Storm Water Bonds, Series 2018A
Purposes:	The proposed issue includes financing for the County Ditch 12 project to address flood control. Debt service will be paid from storm sewer revenues.
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters:</p> <ul style="list-style-type: none"> • 444 – Allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues. • 475 – General bonding authority <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a term of 15 years. Principal on the Bonds will be due on February 1 in the years 2020 through 2034. Interest is payable every six months beginning August 1, 2019.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on February 1, 2026 or any date thereafter.</p>
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. In addition, the local banks are not anticipated to request a rating for this issue.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option. It has been the City’s practice and policy to finance street and utility projects with this type of debt. In addition, the issuance of general obligation bonds provides the most overall cost-effective option that still maintains future flexibility for the repayment of the debt.
Method of Sale/Placement:	We will solicit competitive bids for the purchase of the Bonds from the three local banks that responded to the City’s letter requesting interest in the issue. The three banks that responded to the City’s request for interest follow: First State Bank Southwest; Bank of the West; and Wells Fargo.

Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because this issue is being sold in blocks of \$100,000 or more and is being sold to fewer than 35 sophisticated investors, this issue will be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC).</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing.</p>
Investment of and Accounting for Proceeds:	<p>In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Dorsey & Whitney LLP</p> <p>Paying Agent: The City of Worthington</p>
Summary:	<p>The decisions to be made by the City Council are as follows:</p> <ul style="list-style-type: none"> • Accept or modify the finance assumptions described in this report • Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	October 8, 2018
Distribute Offering Document:	November 1, 2018
City Council Meeting to Award Sale of the Bonds:	November 12, 2018
Estimated Closing Date:	December 6, 2018

Attachments

Estimated Sources and Uses of Funds
Estimated Proposed Debt Service Schedule
Resolution Authorizing Ehlers to Proceed with Bond Sale

Ehlers Contacts

Municipal Advisors:	Rebecca Kurtz	(651) 697-8516
	Todd Hagen	(651) 697-8508
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Worthington, Minnesota

\$1,140,000 General Obligation Storm Water Bonds, Series 2018A

Assumes Current Market BQ AA- Rates plus 25bps

15 Years - Limited Competitive Sale

Sources & Uses

Dated 12/01/2018 | Delivered 12/01/2018

Sources Of Funds

Par Amount of Bonds	\$1,140,000.00
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Total Sources	\$1,140,000.00
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Uses Of Funds

Costs of Issuance	37,000.00
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Deposit to Project Construction Fund	1,100,000.00
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Rounding Amount	3,000.00
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Total Uses	\$1,140,000.00
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City of Worthington, Minnesota

\$1,140,000 General Obligation Storm Water Bonds, Series 2018A

Assumes Current Market BQ AA- Rates plus 25bps

15 Years - Limited Competitive Sale

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2018	-	-	-	-	-
08/01/2019	-	-	23,953.33	23,953.33	-
02/01/2020	55,000.00	2.450%	17,965.00	72,965.00	96,918.33
08/01/2020	-	-	17,291.25	17,291.25	-
02/01/2021	65,000.00	2.550%	17,291.25	82,291.25	99,582.50
08/01/2021	-	-	16,462.50	16,462.50	-
02/01/2022	65,000.00	2.650%	16,462.50	81,462.50	97,925.00
08/01/2022	-	-	15,601.25	15,601.25	-
02/01/2023	65,000.00	2.750%	15,601.25	80,601.25	96,202.50
08/01/2023	-	-	14,707.50	14,707.50	-
02/01/2024	70,000.00	2.850%	14,707.50	84,707.50	99,415.00
08/01/2024	-	-	13,710.00	13,710.00	-
02/01/2025	70,000.00	2.950%	13,710.00	83,710.00	97,420.00
08/01/2025	-	-	12,677.50	12,677.50	-
02/01/2026	75,000.00	3.050%	12,677.50	87,677.50	100,355.00
08/01/2026	-	-	11,533.75	11,533.75	-
02/01/2027	75,000.00	3.150%	11,533.75	86,533.75	98,067.50
08/01/2027	-	-	10,352.50	10,352.50	-
02/01/2028	75,000.00	3.250%	10,352.50	85,352.50	95,705.00
08/01/2028	-	-	9,133.75	9,133.75	-
02/01/2029	80,000.00	3.350%	9,133.75	89,133.75	98,267.50
08/01/2029	-	-	7,793.75	7,793.75	-
02/01/2030	85,000.00	3.400%	7,793.75	92,793.75	100,587.50
08/01/2030	-	-	6,348.75	6,348.75	-
02/01/2031	85,000.00	3.450%	6,348.75	91,348.75	97,697.50
08/01/2031	-	-	4,882.50	4,882.50	-
02/01/2032	90,000.00	3.500%	4,882.50	94,882.50	99,765.00
08/01/2032	-	-	3,307.50	3,307.50	-
02/01/2033	90,000.00	3.550%	3,307.50	93,307.50	96,615.00
08/01/2033	-	-	1,710.00	1,710.00	-
02/01/2034	95,000.00	3.600%	1,710.00	96,710.00	98,420.00
Total	\$1,140,000.00	-	\$332,943.33	\$1,472,943.33	-

Yield Statistics

Bond Year Dollars	\$10,010.00
Average Life	8.781 Years
Average Coupon	3.3261072%
Net Interest Cost (NIC)	3.3261072%
True Interest Cost (TIC)	3.3100753%
Bond Yield for Arbitrage Purposes	3.3100753%
All Inclusive Cost (AIC)	3.7604903%

IRS Form 8038

Net Interest Cost	3.3261072%
Weighted Average Maturity	8.781 Years

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$1,140,000 General Obligation Storm Water Bonds, Series 2018A**

- A. WHEREAS, the City Council of the City of Worthington, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,140,000 General Obligation Storm Water Bonds, Series 2018A (the "Bonds"), to finance the County Ditch 12 project; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Worthington, Minnesota, as follows:

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on November 12, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated the 8th day of October 2018.

City Clerk



Building a Better World
for All of Us®

October 1, 2018

RE: Exhibit A-1 Professional Services Fee
Proposal for Spec Building
SEH No. P-WORTC 148097

Mr. Steve Robinson, PE
City Administrator
City of Worthington
303 9th Street
Worthington, MN 56187

Dear Mr. Robinson:

Thank you for the opportunity to submit this Proposal for Professional Services for your proposed Spec Building project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing concept building and site design services on a lump-sum fee basis.

PROJECT UNDERSTANDING

The city of Worthington would like to develop concept plans for an all new approximately 18,000 square foot Spec Building to use as a movie theater. The building will include 5 theaters with stadium seating, film projection mezzanine, building lobby, ticket sales, concessions, and general office, storage and restrooms spaces. Theater seating, movie projection equipment, screens, sound systems and acoustical treatments will be designed and provided by others. The Spec Building shall be designed to support modifications to allow alternate future uses other than a movie theater.

SCOPE OF SERVICES

SEH proposes to provide the following professional design services:

Concept Design

Development of preliminary site and building layouts based on program information provided by Owner.

Tasks include the following:

- Develop two concept building and site design options based on program information provided. One option will be based on use of a pre-engineered steel building and the second option based on use of composite wood structural insulated panels (SIP's). Each option shall include the following:
 - Concept building floor plan layout
 - One concept exterior elevation
 - One preliminary building section
 - One concept site layout plan
- Prepare preliminary building code analysis to determine exiting and plumbing fixture requirements.
- Attend design review meeting to present concept plans to Owner.
- Revise concept plans based on Owner feedback.
- Develop Estimate of Probable Cost for each layout option.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Programming and space needs services
2. Renderings and 3-D Modeling
3. Bidding, permitting and construction documents
4. Additional site visits beyond those outlined in this Project Scope

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The concept design work shall be performed in the fall of 2018.

PROJECT FEES

We propose to provide the professional services as defined in this proposal for a lump-sum fee of \$14,800 inclusive of reimbursable expenses.

ADDITIONAL SERVICES

Changes to the project scope of work as defined in this proposal shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 651/490-2031, or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA
Project Manager

Agreement for Professional Services

This Agreement is effective as of October 1, 2018, between City of Worthington, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Spec Building to support Movie Theater Operations.

Client's Authorized Representative: Steve Robinson, City Administrator
Address: 303 9th Street
Worthington, MN 56187
Telephone: 507.372.8630 **email:** ser@ci.worthington.mn.us

Project Manager: Brian Bergstrom, AIA
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 651.490.2031 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See attached Exhibit A-1.

Schedule: See attached Exhibit A-1.

Payment: The lump sum fee is \$14,800 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

Short Elliott Hendrickson Inc.

City of Worthington, MN

By: 
Scott Blank, AIA
Title: Director of Architecture - Central Region

By: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Worthington, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 1, 2018

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

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

B. Litigation – Choice of Venue and Jurisdiction

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

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

ENGINEERING MEMO

DATE: OCTOBER 4, 2018
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEM

1. HEARING ON PROPOSED ASSESSMENTS

Should Council concur with the special assessments as presented at each of the assessment hearings, the corresponding resolution in Exhibit 1 adopting the assessments for the unpaid charges and for the additional assessments is to be passed. Any resolutions that should be modified to adopt assessments as amended will be provided at the meeting. Assessments would be adopted as amended should any of the proposed assessment rolls be updated to address payment of charges, changes in property owners or other reasons as determined on the day of the hearing. The proposed assessment rolls were distributed at the September 10, 2018 Council meeting. Assessment rolls, including any amendments, will also be distributed at the Council meeting.

The recommended terms for the proposed assessments are listed below.

2018 MISCELLANEOUS UNPAID CHARGES

- > Removal of Ice and Snow*
- > Removal of Solid Waste **
- > Removal of Noxious Weeds and Vegetation*

* Solid Waste Charge has been paid since hearing was called. Resolution calls for adoption of assessments as amended to reflect this payment and other payments.

4.0%¹; 1 year

ADDITIONAL ASSESSMENTS FOR WATER MAIN IMPROVEMENT NO. 80-2, SANITARY SEWER NO. 78 AND SANITARY SEWER NO. 84

Water Main Improvement No. 80-2: 8.0%; 15 years ²
Sanitary Sewer Improvement No. 78: 9.4%; 15 years ²
Sanitary Sewer Improvement No. 84: 4.8%; 15 years ²

¹ Based on recommended policy for a minimum rate of 4% or current rate for improvement assessments, which ever is greater

² Based on interest rate and payback period established for assessment of original improvement

2. VACATE PORTION OF UTILITY EASEMENT

The owner of the property in the southeast corner of the intersection of Kragness Avenue and Okabena Street (generally the location of the former “Bob’s Truck Stop”) is proposing to construct a new building on that property. The property (currently three tax parcels) was originally platted as several lots and two alleys. The alleys were vacated in 1972 at which time an electric easement was granted over the entire area of the vacated alleys. One of the alleys (now an easement) extended north and south near the center of the property. The proposed building would extend over the north-south portion of the utility easement. This segment of the easement is not being utilized. The east-west segment of the easement along the westerly portion of the south side of the property is being utilized. The property owner has applied for vacation of that portion of the easement lying north of the former east-west alley. It may be noted that an additional electric easement was obtained in 1982 that extended along the south side of the east-west alley and continued easterly to Kragness Avenue while the former east-west alley only extended from the north-south easement westerly to Judson Street (an unimproved street).

Staff recommends City Council pass the resolution in Exhibit 2 vacating that portion of the easement as requested and shown on the map also included in Exhibit 2 subject to concurrence of the Water and Light Commission. The Commission is scheduled to consider the vacation at their October 15, 2018 meeting.

RESOLUTION NO. 2018-10-**ADOPTING THE SPECIAL ASSESSMENT FOR 2018 MISCELLANEOUS UNPAID CHARGES**

WHEREAS, pursuant to proper notice duly given as required by law, the City Council of the City of Worthington did meet in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Nobles County, Minnesota, at 7:00 o'clock P.M. on Monday, the 8th day of October, 2018, for the purpose of passing upon the proposed assessment of the costs of the following described unpaid charges:

- Removal of Ice and Snow
- Removal of Noxious Weeds and Vegetation
- Removal of Solid Waste

designated as *2018 Miscellaneous Unpaid Charges* of the City of Worthington; and

WHEREAS, The City Council of said city did, according to law and to notice of said meeting, duly hear, consider and pass upon all objections thereto for said proposed assessment, and has amended the proposed assessments as it deems just.

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

Section 1. That the proposed assessment, as amended, a copy of which is attached hereto and made a part hereof, is adopted by this resolution and shall constitute the special assessment against the lands named therein, and each tract of land therein included is found to be liable for said unpaid charges in the amount of the assessment levied upon it.

Section 2. That the assessment shall be payable in one (1) installment on or before the first Monday in January 2018, being January 7, and shall bear interest at the rate of four and zero-tenths per cent (4.0%) per annum from the date of the adoption of this resolution. To said assessment shall be added interest on the entire assessment from the date of this resolution until December 31, 2019.

Section 3. That the City Clerk of the City of Worthington is hereby directed to file in the Office of the City Clerk the assessment roll pertaining to this assessment; and shall certify to the County Auditor of Nobles County, Minnesota, on or before the 30th day of November, 2018, the total amount of assessment and interest which are to become due in the following year on the assessment on each parcel of land included in the assessment roll, which shall be extended on the proper tax lists of said county and are to be collected and paid over in the same manner as other municipal taxes of said city.

Section 4. That the owner of any property as herein assessed for said unpaid charges may, at any time prior to November 15, 2018, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest at the rate of four and zero-tenths per cent (4.0%) per annum accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property as herein assessed must thereafter pay to the County Treasurer of said county, the assessment and interest that is in the process of collection on the current tax lists. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of October, 2018.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice A. Oberloh, City Clerk

RESOLUTION NO. 2018-10-

***ADOPTING THE ADDITIONAL ASSESSMENT FOR SANITARY SEWER
IMPROVEMENT NO. 78, SANITARY SEWER IMPROVEMENT NO. 84, AND
WATER MAIN IMPROVEMENT NO. 80-2***

WHEREAS, The City Council of the City of Worthington, Nobles County, Minnesota, will meet at 7:00 o'clock p.m. on Monday, October 8, 2018, in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, to pass upon the proposed additional assessments for Sanitary Sewer Improvement No. 78, Sanitary Sewer Improvement No. 84, and Water Main Improvement No. 80-2 against the following described property benefitted by said improvements:

Lots 1 through 10, Block 1, Six Fairway View, City of Worthington, Nobles County, Minnesota.

and

WHEREAS, The City Council of said city did, according to law, and to said notice of said meeting, duly hear, consider, and pass upon all objections thereto for said proposed additional assessments.

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

Section 1. That said proposed assessments, a copy of which is attached hereto and made a part hereof, are hereby adopted by this resolution and shall constitute the special assessments against the lands named therein, and each tract of land therein included is hereby found to be benefitted by said improvements in the amount of the assessments levied upon it.

Section 2. That for Sanitary Sewer Improvement No. 78, said assessment shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2019, being January 7th, and shall bear interest at the rate of nine and four-tenths percent (9.4%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2019. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

That for Sanitary Sewer Improvement No. 84, said assessment shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2019, being January 7th, and shall bear interest at the rate of four and eight-tenths percent (4.8%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2019. To each

***Resolution No. 2018-10-
Page 2 of 2***

subsequent installment when due shall be added interest for one year on all unpaid installments.

That for Water Main Improvement No. 80-2, said assessment shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2019, being January 7th, and shall bear interest at the rate of eight percent (8.0%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2019. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

Section 3. That the City Clerk of the City of Worthington is hereby directed to file the assessment roll pertaining to these assessments in the Office of the City Clerk; and shall certify annually to the County Auditor of said Nobles County, Minnesota, on or before the 30th day of November of each year, the total amount of installment and interest which are to become due in the following year on the assessments on each parcel of land included in the assessment roll, which shall be extended on the proper tax lists of said county and are to be collected and paid over in the same manner as other municipal taxes of said city.

Section 4. That the owner of any property as herein assessed for said improvements may, at any time prior to November 15, 2018, pay to the City of Worthington Assessment Clerk the whole of said assessments on such property, with interest to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property as herein assessed may thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessments. Such payment must be made before November 15th or interest will be charged through December 31st of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of October, 2018.

(SEAL)

Mike Kuhle, Mayor

Attest

Janice A. Oberloh, City Clerk

RESOLUTION NO. 2018-10-**VACATING A PORTION OF AN EASEMENT IN
BLOCK 1, BOOTE'S ADDITION**

WHEREAS, the owner of Lots 1 through 11, Block 1 and vacated alleys abutting said lots, all in Boote's Addition, an addition to the City of Worthington, Nobles County, Minnesota, desires to construct a structure over a portion of an easement over a part of said property, and

WHEREAS, those portions of the easement are no longer required by the City.

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

1. That that portion of the easement described in Document No. 186327, recorded in the office of the County Recorder, Nobles County, Minnesota, lying north of the following described line be hereby vacated and released:

A line 20.00 feet northeast of, as measured perpendicular to, and parallel with the most northerly line of Block 3, Boote's Addition, an addition to the City of Worthington, Nobles County, Minnesota.

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

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of October, 2018.

(SEAL)

Mayor

Attest _____
City Clerk



COMMUNITY DEVELOPMENT MEMO

DATE: OCTOBER 8, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. PUBLIC HEARING - NOBLES HOME INITIATIVE APPLICATION (PARCEL ID# 31-2084-940 – 1771 DONAVON DRIVE)

Exhibit 1A is a copy of the Nobles Home Initiative (NHI) application submitted by Nate Grimmus. The applicant is seeking approval of tax abatement for the construction of a single-family home at 1771 Donavon Drive. The house is approximately 1,984 square feet with a 1,040 square foot attached garage. The estimated value of the project is \$450,500, which would generate \$4,831 in annual taxes utilizing the 2018 tax rate. The City's share would be approximately \$2,360.

Staff has reviewed the application and has concluded that it meets all the parameters of the NHI Guidelines. Therefore, staff is recommending approval of the application. To comply with State Statutes regarding tax abatement, a public hearing has been scheduled tonight to allow for public comment on the proposed abatement. Should Council concur with staff's recommendation, it may do so by adopting the resolution provided in Exhibit 1B after the completion of the public hearing.

Council action is requested.

2. FIRST READING OF PROPOSED ORDINANCE TO AMEND PLANNING COMMISSION VOTING REQUIREMENTS FOR COMPREHENSIVE PLAN ADOPTION OR AMENDMENT

The City of Worthington is considering amending City Code Section 151.03, the strict interpretation of which currently prevent a Planning Commission quorum from acting on City business. The amendment will require the same fraction of affirmative votes to pass in the absence of a Commission member.

The Planning Commission took up this matter at their October 2, 2018 meeting. After holding a public hearing and receiving a report from staff, the Commission unanimously voted to recommend approval of a proposed ordinance to require a five-sevenths (5/7) vote of all members present and voting for a Comprehensive Plan adoption or amendment. Their recommendation was based upon the following considerations:

1. **COMPREHENSIVE PLAN AMENDMENT** – Worthington City Code Section § 151.03 COMPREHENSIVE GUIDE PLAN states (staff's emphasis added): "Before adopting the plan or any section of it or any substantial amendment thereof, the Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by

publication in a newspaper of general circulation at least ten days before the day of hearing. **The adoption of the plan or of any section or amendment thereof shall be by resolution of the Commission, approved by the affirmative votes of not less than five-sevenths of its total membership**” as shown in Exhibit 2A. Strict interpretation of the City Code would require five affirmative votes for approval of a change of zone. A quorum of the City Planning Commission is four members. As the Code is written, a quorum of the Commission could be present, but the Commission would be unable to approve a comprehensive plan amendment.

If Council agrees with the Planning Commission’s recommendation, it may give a first reading of the proposed ordinance shown in Exhibit 2B.

3. FIRST READING OF PROPOSED ORDINANCE TO ESTABLISH SPECIFIC DEVELOPMENT STANDARDS FOR ASPHALT MIXING AND MANUFACTURING PLANTS

The City of Worthington is considering an amendment to Title XV, Section 155 of the City Code to define specific development standards for a conditional use permit for the land use of asphalt mixing and asphalt manufacturing within the City.

The Planning Commission took up this matter at their October 2, 2018 meeting. After holding a public hearing and receiving a report from staff, the Commission voted 4-1 to recommend approval of a proposed ordinance to establish City Code specific development standards and to establish the specific development standards for asphalt mixing and production facilities presented by staff. Their recommendation was based upon the following considerations:

1. The Worthington City Code states that a conditional use is development which would not generally be appropriate within a district but might be allowed in certain locations within the district if specific requirements are met. The compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions before development or occupancy is permitted. The intent is to allow a reasonable degree of discretion in determining the suitability of a particular development at a specific location.
2. Many contemporary Zoning Ordinances list general conditions that every conditional use permit (CUP) application must adhere to as well as specific development standards by land use that apply only to the specific land use addressed. One common example is drive thru restaurants. Many zoning ordinances require that each drive thru restaurant CUP application provide a traffic plan to the City for review and erect screening to prevent car lights from shining in the windows of nearby residential homes during evening hours. These conditions would not be applicable to every CUP considered by the Planning Commission but would certainly apply to every CUP for a drive thru restaurant in the City. Worthington’s City Code currently does not have any specific development standards. Staff and the City Attorney are of the opinion that if some

specific development standards were to be developed and adopted, it would increase consistency in application review and consideration.

3. The land uses of asphalt mixing and asphalt production are currently permitted only within the 'M-2' – General Manufacturing District through issuance of a conditional use permit as shown in Exhibit 3A. They are not permitted in any other district. There are no specific development standards for a conditional use permit for either of these uses in the 'M-2' district. If the applicant meets the general requirements for a conditional use permit as defined by the City Code shown in Exhibit 3B, generally the City must grant the permit.
4. Shown in Exhibit 3C, staff has drafted a list of proposed specific development standards for the issuance of a CUP for an asphalt mixing or production plant within any district where the use is permitted by CUP. The proposed standards are as follows:

BUFFER FROM COMMERCIAL/RESIDENTIAL DISTRICT – The use would not be permitted within three hundred (300) feet of a residential district. It would also not be permitted within three hundred (300) feet of a transitional zone projected by the Comprehensive Plan to be commercial or residential.

SCREENING – Any asphalt mixing or production plant would have a fencing requirement six (6) to ten (10) feet tall.

REGULATIONS – The use shall be compliant with any applicable MPCA, Nobles County and City of Worthington permits, copies of which must be current and on file with the Zoning Administrator.

TRAFFIC – The use shall abut on and use an arterial or collector street for vehicle access to the site.

INTENSIFICATION – Any intensification of the use would require the issuance of a new CUP.

REQUIRED SUBMITTALS – Any asphalt mixing or production plant would be required to submit the following along with their CUP application:

1. A map of natural features within three hundred fifty (350) feet of the site and all dwelling units or principal structures within one quarter (1/4) mile of the exterior property lines of the proposed site.
2. An air quality plan describing stationary and mobile source air emissions, their quantities and composition, and indicating conformance with all applicable air quality regulations.

3. A dust management plan describing dust emission sources, their quantity and composition, and how dust will be collected, managed and disposed of, and indicating conformance with all applicable dust emission regulations.
 4. A sound attenuation plan describing sources of sound and indicating conformance with all applicable sound and noise regulations.
 5. A drainage plan for stormwater management and runoff.
 6. A traffic plan describing the number of truck/vehicle trips the proposal will generate and the principal access routes to the facility including a description of the facility's traffic impact on the surrounding area.
5. At the September 2018 Planning Commission meeting, the Commission requested staff to research the distance required between residential districts and feedlots in Nobles County and explore the legal possibility of not permitting asphalt plants within the boundaries of the City. Shown in Exhibit 3D is the table that is used to determine the required distance between feedlots in Nobles County and existing residential districts. Staff discussed the matter of distance requirements and restricting asphalt plants within the City limits with the City Attorney and a representative of the League of Minnesota Cities (LMC). The City Attorney and the representative from the LMC both indicated that if challenged, the City would need to be able to cite specific studies and circumstances as to why an asphalt plant would not be permitted within the City. For example: "There is no way to develop an asphalt plant within the City limits without some negative effects on residential land uses because the negative effects of an asphalt plant have been documented to travel X,XXX feet and there are no 'M-2' – General Industrial districts within the City that are located at least X,XXX from any residential district."

If Council agrees with the Planning Commission's recommendation, it may give a first reading of the proposed ordinances shown in Exhibit 3G creating specific development standards within the City Code and establishing specific development standards for asphalt mixing and production plants.

4. HOTEL THOMPSON

On September 14, City staff testified at a hearing in the Fifth District Court regarding a motion from Wells Fargo to appoint a general receiver on shortened notice for the Thompson Hotel. During the hearing, Judge Gordon Moore made a request of the City to take action to abate the pest infestation currently affecting the property. Early in the process, City staff spoke with Olson's Pest Service, the company the previous owner had engaged for pest services, who informed City staff that their opinion was that until the roof was repaired, full abatement of pest infestation at the subject property would not be feasible and that even significant improvement would be challenging. Based upon that recommendation and further Council direction, staff moved ahead with the process of repairs to the roof before pursuing pest abatement.

Staff has received an additional professional recommendation from Plunkett's Pest Control regarding the Hotel Thompson. Their professional opinion was that the only effective option would be to heat treat each of the residential units to exterminate the current pest infestation and continue a regular maintenance program thereafter. This process could be completed in approximately 10 hours and residents could return to their units that evening. The cost associated with the extermination would be approximately \$60,000 and any existing clutter within the units would need to be removed ahead of the treatment. This treatment would be for the residential units only and does not include any commercial tenant spaces. Their opinion was that any other approach would not have much effect on the pest infestation at the subject property.

Staff would like direction from Council on how to proceed.

5. ORTHODOX CHURCH MEMORANDUM OF UNDERSTANDING

On February 15, 2018, the City of Worthington's Community Development Department received a completed conditional use permit (CUP) application for a church on a parcel located south of Sutherland Drive west of County State Aid Highway 10. The Planning Commission discussed the matter at their March 6, 2018 meeting and made a recommendation to City Council. At the March 12, 2018 City Council meeting, the Council discussed the topic and suggested an alternative location for the church on City-owned property located south of West Gateway Drive west of South Lake Street and east of West Gateway Drive. On March 26, 2018 the applicant requested an extension of the timeline for the City to act on the application to evaluate their options. On June 10, 2018, the applicant formally withdrew their application for the site south of Sutherland Drive to pursue the location on West Gateway Drive.

On October 3, 2018, the City received the executed Memorandum of Understanding (MOU) shown in Exhibit 5A prepared by the City Attorney. The proposed MOU states that the City will agree to sell 5 acres to the Tsadekane Mariam Ethiopian Orthodox Tewahedo Church at a price of \$25,000 per acre if the Church fulfills the obligations of the MOU. The Church's obligations include: preparation of development site plans, registration of the Church as a non-profit, obtaining any applicable permits, granting the City easements for sewer and water, and communication with the City through a designated representative. The City's obligations include: granting the church access to the land for the purposes of fulfilling their obligations and sharing any information related to the site with the Church in a timely manner.

Should Council wish to enter into this MOU, it should authorize the Mayor and City Clerk to execute the agreement shown in Exhibit 5A. Council action is requested.

GRAY

NHI-14-2018

9/6/2018

Rec'd 12:31 PM
opened 3:35 PM.

Abraham G. Algadi, Exec. Director
WREDC
1121 Third Avenue
Worthington, MN 56187

Dear Abraham:

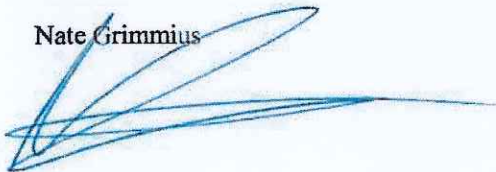
Please accept attached material as my application for tax abatement as part of Nobles Home Initiative. We are planning to construct a single family home at Worthington parcel #31-2084-940.

Attached are site map showing the parcel where the new house will be built on, and house elevations/construction plans & site plan.

This is a new house and it will be considered our homestead on the property and we need to start construction as soon as possible and we appreciate your help in expediting this application. If you have any questions, please contact me at 507-329-0937

Thank you,

Nate Grimmus



Enclosed

House site plan
Site map
Approximate house cost
Elevations
Parcel ID Number

Worthington



Building Materials

711 Kragness Ave
Worthington, MN 56187
507-376-6191
wbmnc@vaabbb.net

Project:

Grimmulus

General Notes:
Dimensions This Sheet:

THESE DRAWINGS ARE THE
PROPRIETARY WORK PRODUCT AND
INTELLECTUAL PROPERTY OF
BUILDING MATERIALS INC. (BIM)
AND ARE NOT TO BE USED FOR
ANY OTHER PROJECTS WITHOUT THE
WRITTEN PERMISSION OF BIM.
THESE DRAWINGS AND CONCEPTS
CONTAINED THEREIN WITHOUT THE
WRITTEN PERMISSION OF BIM ARE
PROHIBITED AND MAY SUBJECT
YOU TO A CLAIM FOR DAMAGES.

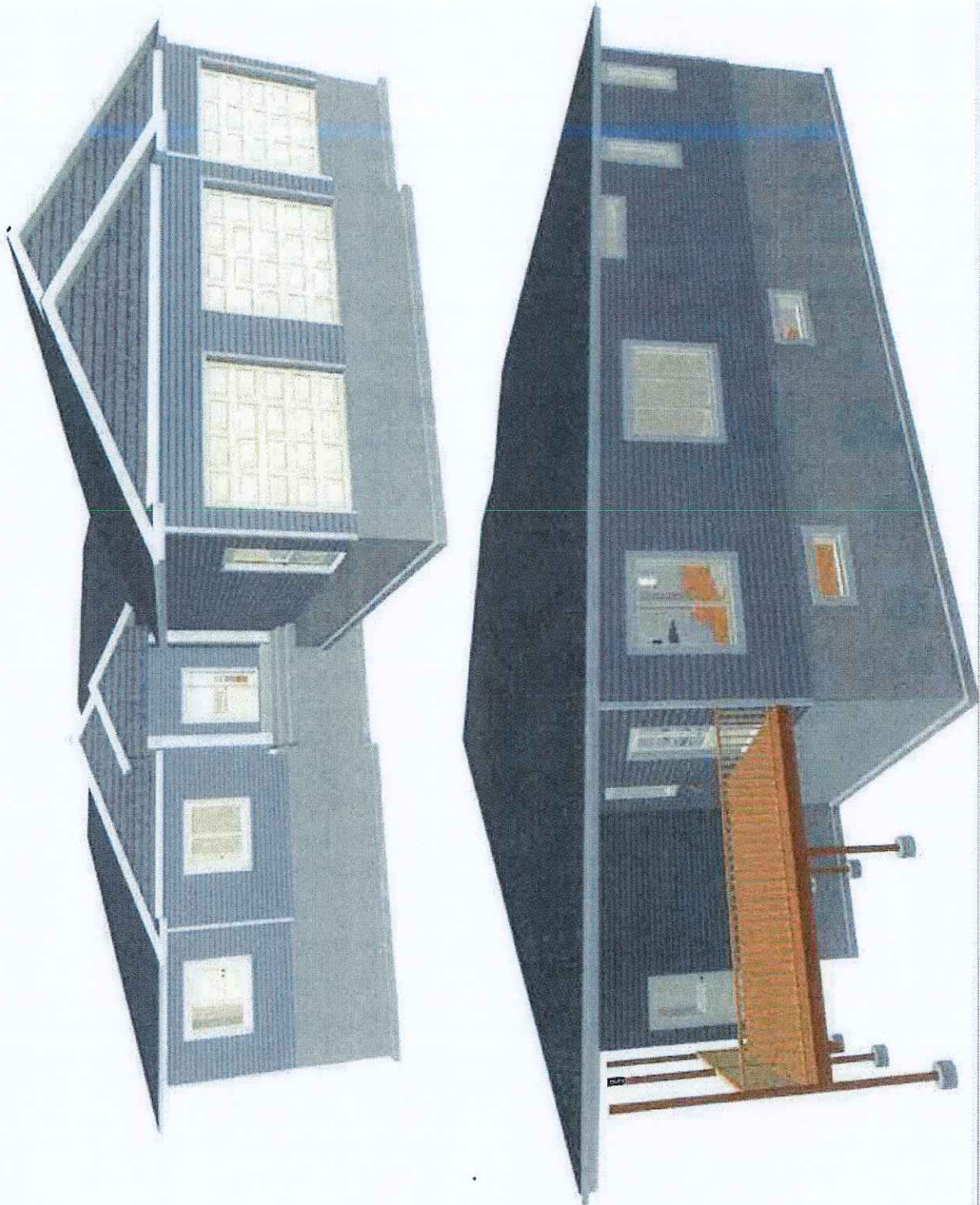
HOMEOWNER & CONTRACTOR TO
VERIFY ALL DIMENSIONS,
STRUCTURAL DETAILS, BUILDING
CODES AND GRADE
REQUIREMENTS.

SCALE:

DATE: 7/11/2018

SHEET:

5



PRELIMINARY DRAWING- NOT FOR CONSTRUCTION

Worthington



Building Materials

711 Kragness Ave
Worthington, MN 56187
507-376-6191
wbm@vaarbhb.net

Project:

Grimm

General Notes:
Dimensions This Sheet

THESE DRAWINGS ARE THE
PROPRIETARY WORK PRODUCT AND
CONFIDENTIAL INFORMATION OF
BUILDING MATERIALS INC. (BBI).
BBI IS NOT RESPONSIBLE FOR THE
USE OF THESE DRAWINGS AND CONCEPTS
CONTAINED THEREIN WITHOUT THE
WRITTEN PERMISSION AND SIGNATURE
OF BBI. ANY REUSE OR MODIFICATION
IS PROHIBITED AND MAY SUBJECT
YOU TO A CLAIM FOR DAMAGES.

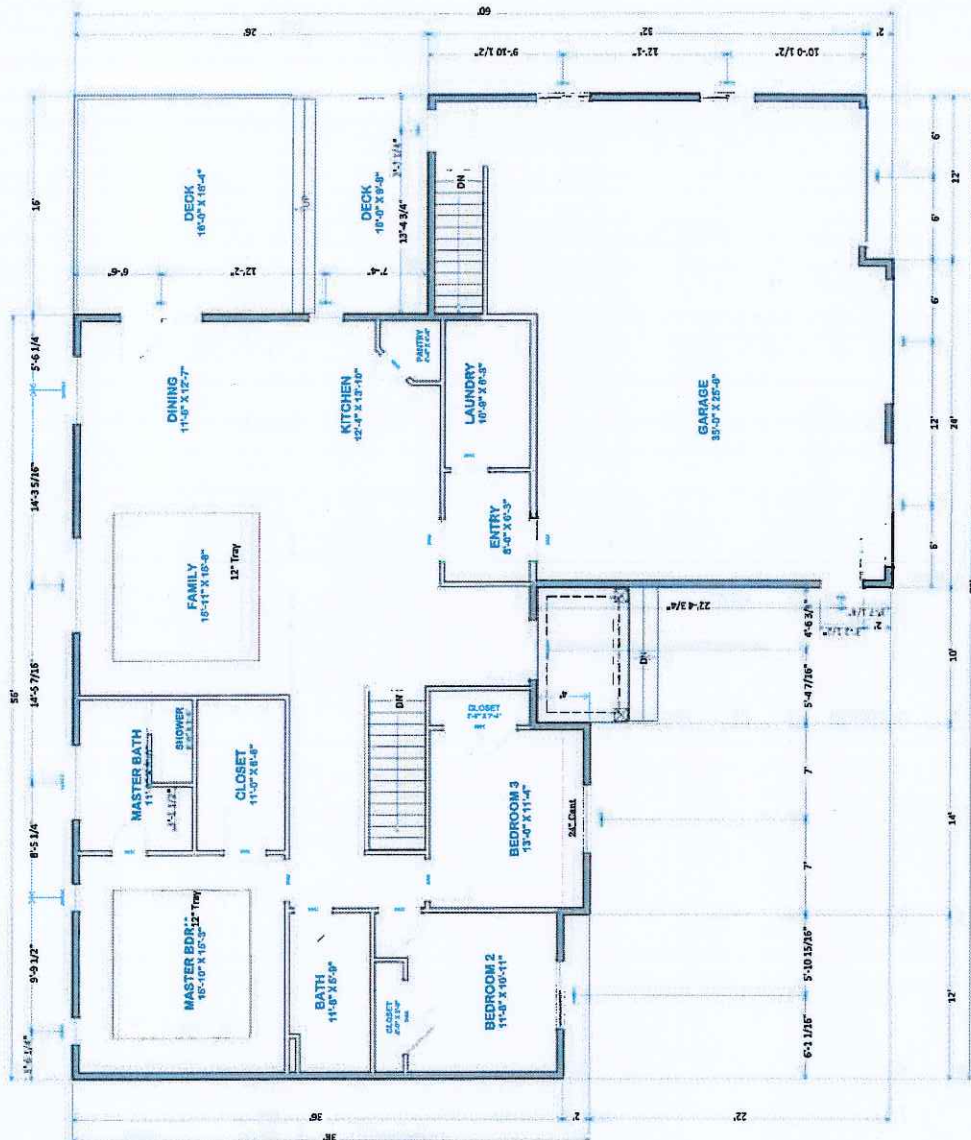
HOMESOWNER & CONTRACTOR TO
VERIFY ALL LOCAL, STATE AND
NATIONAL BUILDING CODES, BUILDING
DEPARTMENTS, AND GRADE
REQUIREMENTS.

SCALE:

DATE: 11/12/11

SHEET:

1



Using Area
1000 sq. ft.

1st Floor

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION

Worthington



Building Materials

711 Knapess Ave
Worthington, MN 56187
607-376-6191
wbminc@vaastbb.net

Project:

Grimmlus

General Notes:
Dimensions This Sheet:
To Concrete

8" Concrete Walls.

Foam and studs to code in finished areas.

THESE DRAWINGS ARE THE
PROPERTY OF WORKINGTON
BUILDING MATERIALS, INC. (WBMINC).
NO PART OF THESE DRAWINGS
INCLUDING USE OF WBMINC, USE OF
ANY TRADE NAMES OR LOGOS,
OR ANY INFORMATION CONTAINED
HEREIN, MAY BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR
BY ANY MEANS, ELECTRONIC OR
MECHANICAL, WITHOUT THE
WRITTEN PERMISSION OF WBMINC.
WBMINC SHALL NOT BE LIABLE FOR
YOU TO A CLAIM FOR DAMAGES.

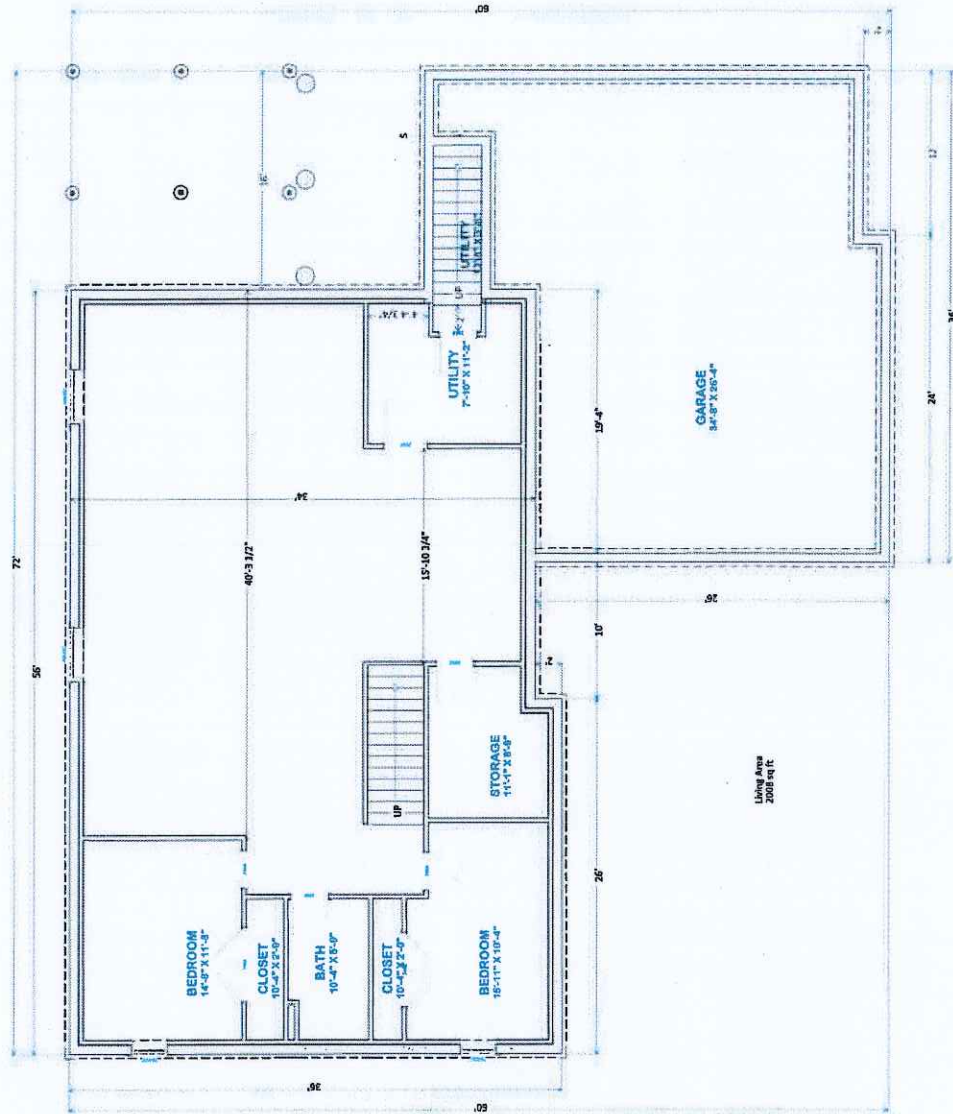
HOMEOWNER & CONTRACTOR TO
VERIFY ALL DIMENSIONS,
ELEVATIONS, FINISHES, BUILDING
CODES AND GRADE
REQUIREMENTS.

SCALE:

DATE: 7/1/2016

SHEET:

2



Foundation

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



Abraham Algadi - WREDC

From: N Grimmus <Grimbo104@hotmail.com>
Sent: Thursday, September 6, 2018 12:41 PM
To: Abraham Algadi - WREDC
Subject: Re: NHI-SAMPLE LETTER-V4
Attachments: NHI Letter.pdf; House Site Map.JPG; House Site Plan & Elevations.pdf

Approximate house cost is \$450,503.00

Nate Grimmus
grimbo104@hotmail.com
507-329-0937- Cell

From: Abraham Algadi - WREDC <invest@worthington-minnesota.com>
Sent: Thursday, September 6, 2018 8:46 AM
To: grimbo104@hotmail.com
Subject: NHI-SAMPLE LETTER-V4

Abraham G. Algadi, Exec. Director
Worthington Regional Economic Development Corp.
1121 Third Avenue - Worthington, MN 56187

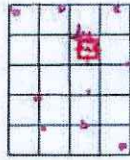
Office: (507) 372-5515 - Mobile: (507) 259-9676

E-mail: invest@worthington-minnesota.com www.worthington-minnesota.com

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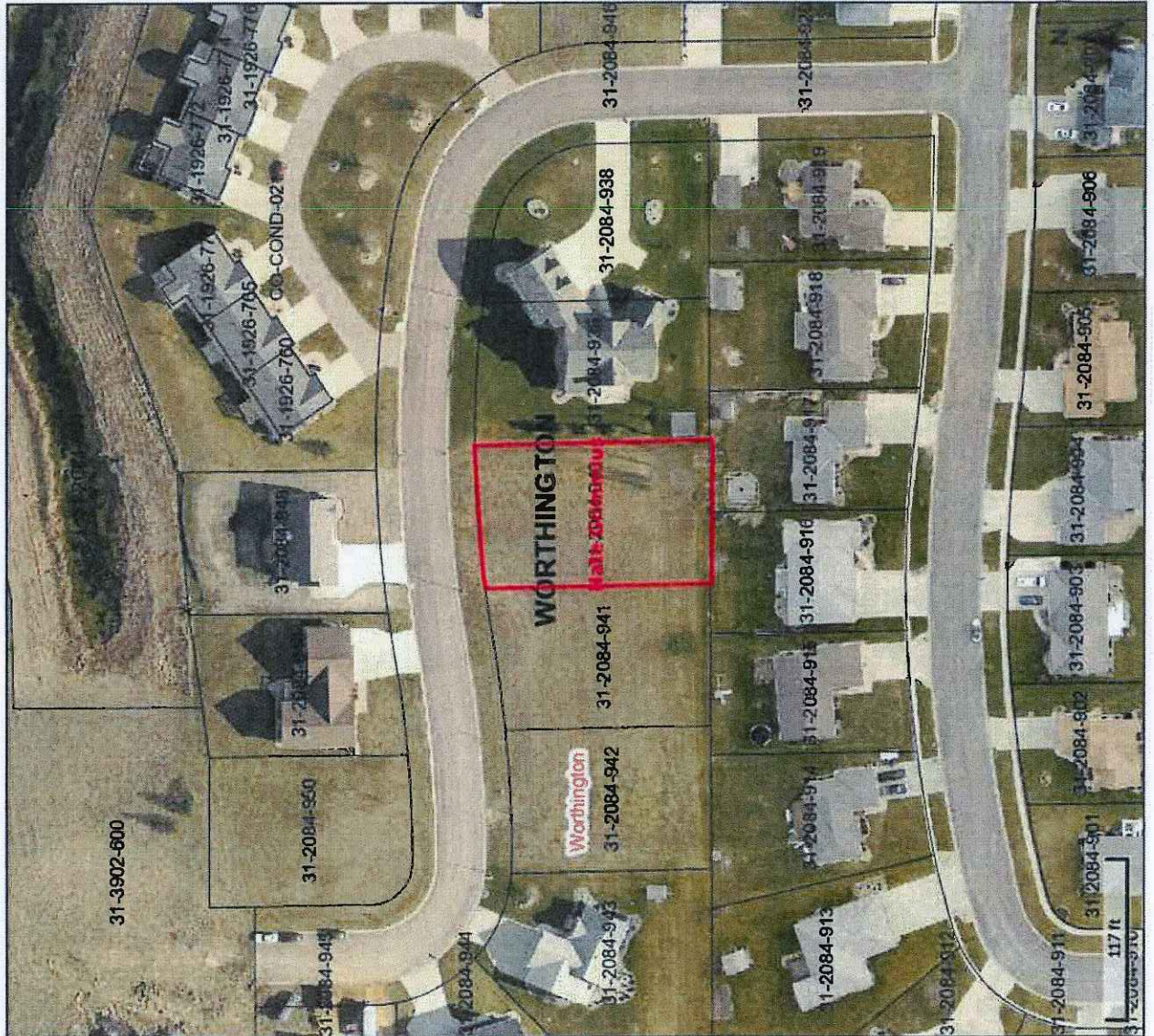
NH 14-2018

Overview



Legend

- ☐ Parcel Numbers
- ☐ Parcels
- ☐ Municipalities
- ☐ Quarter Quarters
- ☐ Sections
- ☐ Townships



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

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

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

WHEREAS, Nate Grimmus is the owner of certain property within the City of Worthington, legally described as follows:

Lot 3, Block 1, Homewood Hills Eleventh Addition, City of Worthington, Nobles County, Minnesota

WHEREAS, Nate Grimmus has made an application to the City of Worthington for the abatement of taxes as to the above-described parcel; and

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

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

1. The City of Worthington does, hereby grant an abatement of the City of Worthington's share of real estate taxes upon the above-described parcel for the construction of a single-family home at 1771 Donavon Drive.
2. The tax abatement will be for no more than five years commencing on the first year of taxes payable for the assessed value(s) related to the capital improvements outlined in Paragraph 1.
3. The City shall provide the awarded abatement payments following payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.
4. The tax abatement shall be for the capital improvements only. Land values are not eligible and will not be abated.
5. The abatement shall be null and void if construction is not commenced within 6 months of the approval of this resolution or if real estate taxes are not paid on or before the respective payment deadlines annually.

Adopted by the City Council this 8th day of October, 2018.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Janice Oberloh, City Clerk

[Print](#)

Worthington, MN Code of Ordinances

§ 151.03 COMPREHENSIVE GUIDE PLAN.

(A) *Preparation.* It shall be the function and duty of the Planning Commission to prepare and adopt a Comprehensive Guide Plan for the physical development and well being of the city, including proposed public buildings, street arrangements and improvements, public utility services, parks, playgrounds, and other similar developments, the use of property, the density of population and other matters relating to the physical development and well being of the city. Such plan may be prepared in sections, each of which shall relate to a major subject of the plan, as outlines in the Commission's program of work. ('69 Code, § 7-23.05)

(B) *Procedure for adoption.* Before adopting the plan or any section of it or any substantial amendment thereof, the Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by publication in a newspaper of general circulation at least ten days before the day of hearing. The adoption of the plan or of any section or amendment thereof shall be by resolution of the Commission, approved by the affirmative votes of not less than five-sevenths of its total membership. The Commission may from time to time amend or add to the plan or section thereof as herein provided for the adoption of the original plan whenever changed conditions or further studies by the Commission indicate such amendment or addition is necessary. An attested copy of the plan or any section, amendment, or addition to the plan adopted by the Planning Commission shall be certified to the City Council. ('69 Code, § 7-23.06)

(C) *Means of executing plan.* Upon the adoption of the plan or any section thereof, it shall be the duty of the Planning Commission to recommend to the City Council reasonable and practicable means for putting into effect such plan or section thereof in order that the same will serve as a pattern and guide for the orderly physical development of the city and as a basis for the efficient expenditure of the funds thereof relating to the subjects of such plan. Such means shall consist of a zoning plan, the control of subdivision plats, a plan of future streets, coordination of the normal public improvements of the city, a long term program of capital expenditures and such other matters as will accomplish the purposes of this section. ('69 Code, § 7-23.07)

(Am. Ord. 992, passed 9-11-06)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XV, CHAPTER 151.03, SECTION B, ENTITLED "COMPREHENSIVE GUIDE PLAN"

The City Council of the City of Worthington Do Ordain:

Section 1.

Title XV, Chapter 151.03, Section B of the Worthington City Code is hereby amended to read as follows:

Procedure for adoption. Before adopting the plan or any section of it or any substantial amendment thereof, the Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by publication in a newspaper of general circulation at least ten days before the day of hearing. The adoption of the plan or of any section or amendment thereof shall be by resolution of the Commission, approved by the affirmative votes of not less than five-sevenths of those members present and voting. The Commission may from time to time amend or add to the plan or section thereof as herein provided for the adoption of the original plan whenever changed conditions or further studies by the Commission indicate such amendment or addition is necessary. An attested copy of the plan or any section, amendment, or addition to the plan adopted by the Planning Commission shall be certified to the City Council.

Section 2.

This ordinance shall be in full force and effect after its passage and publication.

Section 3.

Passed by the City Council of the City of Worthington this _____ day of October, 2018.

(SEAL)

Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XV, CHAPTER
151.03, SECTION B, ENTITLED "COMPREHENSIVE GUIDE PLAN"

The City Council of the City of Worthington Do Ordain:

Section 1.

Title XV, Chapter 151.03, Section B of the Worthington City Code is hereby amended to read as follows:

Procedure for adoption. Before adopting the plan or any section of it or any substantial amendment thereof, the Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by publication in a newspaper of general circulation at least ten days before the day of hearing. The adoption of the plan or of any section or amendment thereof shall be by resolution of the Commission, approved by the affirmative votes of not less than five-sevenths of ~~its total membership~~ those members present and voting. The Commission may from time to time amend or add to the plan or section thereof as herein provided for the adoption of the original plan whenever changed conditions or further studies by the Commission indicate such amendment or addition is necessary. An attested copy of the plan or any section, amendment, or addition to the plan adopted by the Planning Commission shall be certified to the City Council.

Section 2.

This ordinance shall be in full force and effect after its passage and publication.

Section 3.

Passed by the City Council of the City of Worthington this _____ day of October, 2018.

(SEAL)

MayorAttest: _____
City Clerk

Print

Worthington, MN Code of Ordinances

APPENDIX E: TABLE 5. SCHEDULE OF USE REGULATIONS

KEY: P - Permitted Use SCHEDULE OF USE REGULATIONS S - Special Development A - Accessory Use																	
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. Single Family	P	P	P	P	S	S	P	P	S	—	—	—	—	S	—	P	—
B. Townhouse	S	P	P	P	P	—	—	S	—	—	—	—	—	S	—	S	—
C. Two family	S	P	P	P	S	—	—	S	—	—	—	—	—	—	—	S	—
D. Multi-family	S	S	S	P	P	—	—	—	S	—	—	—	—	—	—	—	—
E. Mobile Homes	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—
F. Home Occupations	A	A	A	A	A	A	A	A	A	—	—	—	—	A	—	A	—
G. Boarding Houses	—	—	S	S	S	—	—	S	S	—	—	—	—	S	—	—	—
H. Guest Home	—	—	—	S	S	—	—	—	S	S	—	—	—	S	—	—	—
I. Fraternity & Sorority Houses	—	—	—	S	P	—	—	—	S	—	—	—	—	S	—	—	—
J. Child Care	S	S	S	S	P	S	S	S	S	S	S	S	—	S	—	—	—
K. Convalescent, Nursing and Rest Homes	S	S	S	S	S	—	—	—	S	—	—	—	—	S	—	—	—
L. Hospitals	—	—	S	S	S	—	S	—	S	—	—	—	—	P	—	—	—
M. Motels	—	—	—	S	S	—	—	—	P	P	S	—	—	S	—	—	—
N. Seasonal Residential	—	—	—	—	—	—	—	—	—	S	—	—	—	—	S	S	—
O. Clubs	—	—	S	S	P	—	—	S	P	P	S	—	—	S	—	—	—
P. Civic	S	P	P	P	P	P	P	S	P	S	S	—	—	S	S	—	—
Q. Public Service	—	—	—	—	—	—	—	—	S	S	—	S	P	—	—	S	—
R. Utility Stations	P	P	P	P	S	P	P	S	S	P	S	P	P	S	S	S	—
S. Recreational: ¹	P	P	P	P	S	S	P	S	—	S	S	S	—	—	P	—	—
T. Recreational: ²	S	P	P	P	S	P	P	—	—	S	S	S	S	S	P	S	—
U. Public Institutional and Cultural	S	S	S	P	P	S	S	S	S	S	S	S	—	P	S	S	—
V. Major Educational	—	—	—	S	S	S	—	—	S	S	S	—	—	P	—	—	—
W. Agricultural	—	—	—	—	—	—	—	S	—	P	P	P	P	P	S	P	—
X. Greenhouse	—	—	—	S	—	—	—	S	S	S	S	S	S	S	—	S	—
Y. Cemetery	—	S	—	S	—	—	S	—	—	—	—	S	—	—	—	P	—
Z. Parking Lots	S	S	S	S	P	S	S	P	P	P	P	P	P	P	S	S	—
FOOTNOTES: 1. Public and quasi-public 2. Private 3. Temporary Occupancy																	

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	—	—	—	—	—	—

Exhibit 3a-1

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	—
GG. Warehouse	—	—	—	—	—	—	—	—	—	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	—	—	—	—	—

('69 Code, Ch. 7 App. Table 5) (Am. Ord. 600, eff. 11-27-76; Am. Ord. 603, eff. 1-22-79; Am. Ord. 773, passed 1-13-92; Am. Ord. 820, passed 3-25-96; Am. Ord. 822, passed 4-8-96; Am. Ord. 829, passed 2-24-97; Am. Ord. 846, passed 9-8-97; Am. Ord. 852, passed 1-12-98; Am. Ord. 870, passed 10-12-98; Am. Ord. 933, passed 2-11-02; Am. Ord. 1045, passed 9-12-11; Am. Ord. 1064, passed 12-10-12; Am. Ord. 1065, passed 12-10-12; Am. Ord. 1086, passed 6-8-15; Am. Ord. 1087, passed 6-8-15)

TABLE OF USE GROUPS

PART I. RESIDENTIAL AND OTHER USE GROUPS

- A. SINGLE FAMILY - Single family detached dwellings.
- B. TOWNHOUSE - Single family attached and detached dwellings.
- C. TWO FAMILY - Two family dwellings.
- D. MULTI-FAMILY - Dwellings designed to contain more than two families.
- E. MOBILE HOME - Mobile home parks.

Exhibit 3a-2

- 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 communica

Worthington, MN Code of Ordinances

§ 155.186 CONDITIONAL USES.

The City Council is empowered to grant a special development permit for a conditional land use in all cases if the below requirements are met. The Planning Commission shall have advisory power to the Council and the Council shall act on the conditional use request as if it were an ordinance change (see § 155.223). Other uses which require a permit are identified on the table, SCHEDULE OF USE REGULATIONS. (See Appendix E following this chapter.)

(A) *Procedure.* The requests for permit for a conditional use shall be filed with the Administrator on an official application form and shall be accompanied by the required fee and detailed written and graphic materials fully explaining the proposed development (see § 155.162(A)). A hearing shall be conducted by the Commission as provided in § 155.164. Before acting on the request, the City Council shall receive a report and recommendation from the Planning Commission. The Council shall make the final decision upon each proposal to grant a permit.

(B) *Conditions.* The Commission shall consider possible adverse effects of the proposed conditioned use and what additional requirements may be necessary to reduce such adverse effects, (see § 155.167(B)). The Commission may recommend that the permit be denied. The Council may then accept, reject, or modify the Commission's recommendation.

(C) *Issuance and safeguards.* The permit for a conditional use shall amend the development permit and shall be attached thereto. In granting any conditional use the Council may prescribe appropriate conditions and safeguards in conformity with this title. The Commission may request that the city be provided with a surety bond, cash escrow, certificate of deposit, securities, or cash deposit prior to issuance of the conditional use permit. Said security shall be used to guarantee compliance with the conditions of the permit and shall be returned to the developer when an occupancy permit is issued.

(D) *Certain existing uses.* All existing commercial uses may be allowed as a conditional use in any commercial or industrial district. An existing industrial use may be allowed as a conditional use in the B-3 District and any industrial district when the applicant can demonstrate to the satisfaction of the Commission that the use will be harmonious with other uses subject to this section.

('69 Code, § 7-26.02) (Am. Ord. 1102, passed 12-12-16)

Worthington, MN Code of Ordinances

§ 155.167 PERMITS SUBJECT TO CONDITIONS.

(A) The Planning Commission may attach to a general development permit conditions relating to:

- (1) Compliance with the plans and specifications submitted by the developer to the Administrator.
- (2) Time within which the development must be commenced or completed.
- (3) Protective measures which a developer must undertake for the benefit of neighboring property, such as the construction of fencing, establishment of buffer areas or snow storage.
- (4) Execution of a written development contract between the city and the developer as such development contracts are defined in § 155.010.

(B) The Commission may attach to a special development permit conditions which may concern any matter subject to regulation under this title, including means for:

- (1) Minimizing any adverse impact of the development upon other land, including the hours of use and operation and the type and intensity of activities which may be conducted.
- (2) The sequence of development, including when it must be commenced and completed.
- (3) Controlling the duration of use of development and the time within any structures must be removed.
- (4) Assuring that development is maintained properly in the future.
- (5) Designating the exact location and nature of development.
- (6) Establishing more detailed records by submission of drawings, maps, plats or specifications.
- (7) Executing a written development contract between the city and the developer, as such development contracts are defined in § 155.010.

(C) The Commission may not condition a grant of a development permit on the payment or conveyance by the developer of any money, land or other property, except:

- (1) The payment of the fees for the filing of the applications for permits and certificates.
- (2) Provision by the developer of street, other rights-of-way, utilities, parks or other open space, but the required provision must be of a quality and quantity no more than reasonable necessary for the proposed development.
- (3) Payment of an equivalent amount of money into a fund for the provision of streets, other rights-of-way, utilities, parks or other open space if the Commission finds that the provision thereof under division (C)(2) above is not feasible.
- (4) Creation or conveyance of interests in lands reasonably necessary to effectuate the conditions authorized by division (C)(2) above.
- (5) The acquisition by the developer of a performance bond.
- (6) Other requirements as authorized in divisions (A) through (D) of this section.

City of Worthington Specific Development Standards

Asphalt Mixing or Manufacturing Plant

Standards and conditions:

- (a) All asphalt mixing and manufacturing plants shall be located at least three hundred (300) feet from a residential or commercial district boundary or from a transitional zone where the City's Comprehensive Plan shows residential or commercial.
- (b) All asphalt facilities shall include a six (6) foot to ten (10) foot fence or alternative screening method approved by the City Planning Commission along all property lines.
- (c) The use shall be conducted, operated and maintained in accordance with any necessary MPCA, Nobles County and City of Worthington permits, copies of which shall be provided to and maintained on file by the City Zoning Administrator.
- (d) All asphalt facilities shall abut on and use an arterial or collector street or road for vehicle access to the site. Arterial and collector roads include Municipal State Aid Streets, County State Aid Highways, Trunk Highways and local roads intended and designed to accommodate frequent use heavy commercial vehicles.
- (e) Any new asphalt facility and any substantial intensification of an existing facility shall require the issuance of a new conditional use permit. For the purposes of regulating an asphalt facility, substantial intensification shall mean any of the following:
 - (1) Any expansion of the operating area of the facility including but not limited to its yard, storage areas, or vehicle maneuvering or parking space.
 - (2) The addition of any structure or expansion to the bulk of any structure, except additions and expansions designed primarily to provide weather protection or noise or air pollution abatement for existing equipment.

(3)

All asphalt facilities shall provide the following with any application for conditional use permit:

- (1) A map of natural features, including streams, rivers, lakes, wetlands and major topographical features located within three hundred fifty (350) feet of the site and all dwelling units, other principal buildings and structures within one quarter mile of the exterior property lines of the proposed site.
- (2) An air quality plan describing stationary and mobile source air emissions, their quantities and composition, and indicating conformance with all applicable air quality regulations.
- (3) A dust management plan describing dust emission sources, their quantity and composition, and how dust will be collected, managed and disposed of, and indicating conformance with all applicable dust emission regulations.
- (4) A sound attenuation plan describing sources of sound and indicating conformance with all applicable sound and noise regulations.
- (5) A drainage plan for stormwater management and runoff.
- (6) A traffic plan describing the number of truck/vehicle trips the proposal will generate and the principal access routes to the facility including a description of the facility's traffic impact on the surrounding area.

lake or within 300 feet of the normal high water mark of a stream or river.

4. No new feedlots shall be located within 300 feet of a public, county, judicial, or private drainage ditch.
5. Feedlots that do not meet permitted separation distances as outlined in Table 2 will require a Conditional Use Permit.

Table 2 Permitted Separation Distances for New Feedlots

ANIMAL UNITS					
	10 to 250	251 to 1,000	1,001 to 2,000	2,001 to 5,000	More than 5,000
Rural*	1/4 mile	3/8 mile	1/2 mile	3/4 mile	1 mile
Population Centers**	1 mile	1 mile	1 mile	1 1/2 miles	3 miles

*: Habitable Residence, Commercial and Industrial Uses Within the Agricultural Preservation District

** : Includes Public Parks, Corporate limits of any city, R-1, R-2, B-1, or I Districts and concentration of 10 or more residential lots.

Note: Increase the distance by 1.5 times if open liquid earthen manure storage is used and 1.2 times if open liquid containment tanks are used.

1. Property line. A minimum setback of 100 feet from property line.
2. Setback from public right-of-way line. The minimum setback from the public right-of-way line shall be 250 feet.
3. All feedlots will comply with the feedlot standards in Section 725 Feedlot License Requirements of Nobles County Zoning Ordinance.
4. Conditional use permits required. Conditional use permits may be required as established by this ordinance section 725.13.
5. All setbacks will be in accordance with Nobles County Zoning Shoreland Ordinance 609.34, .35, and .37.

725.9 Required Setback Distances for Expansion of Existing Feedlots (This applies to feedlots existing before 1997)

1. The public road right-of-way. A minimum of 100 feet setback from the public right-of-way.
2. Property line. A minimum setback of 100 feet from the property line.
3. All existing or expanding feedlots shall meet the Shoreland Standards outlined in the

receipt of registration to owners within 30 days of receipt of the registration. The owner of a proposed or existing animal feedlot of greater than 10 animal units shall make an application to Nobles County for a Construction Short Form or Interim Permit when any of the following conditions exist:

1. A new feedlot is proposed where a feedlot did not previously exist. A new feedlot will be defined as any site that is not registered, and/or does not have a Nobles County Feedlot License at the time of adoption of this ordinance.
2. Expansion of an existing feedlot or animal facility (increase in animal numbers).
3. Remodeling or modification of an existing feedlot or animal facility (no increase in animal numbers.)
4. Change of animal type
5. An existing feedlot is to be restocked after being abandoned for 5 or more years.
6. An inspection by Minnesota Pollution Control Agency (MPCA) staff or county feedlot officer reveals that the feedlot is creating a potential pollution hazard.
7. A National Pollutant Discharge Elimination System (NPDES) permit application is required under state or federal rules and regulations.

725.25 Notice of Application for Livestock Feedlot Permit.

1. A person who applies for a permit to construct or expand a feedlot with a capacity of 500 animal units or more shall, no fewer than 20 business days before the date on which a permit is issued, provide notice to the Clerk of the Township in which the feedlot is proposed, and each resident and each owner of real property within 5,000 feet of the perimeter of the proposed feedlot. The notice may be delivered by first class mail, in person, or by the publication in a newspaper of general circulation within the affected area and must include information on the type of livestock and the proposed capacity of the feedlot. Notification under this subdivision is satisfied under an equal or greater notification requirement of the County's Conditional Use Permit.
2. The County must verify that notice was provided as required above prior to issuing a permit.

725.3 Feedlot Licenses

Feedlots which do not have a potential pollution hazard and meet the minimum requirements of this ordinance, shall be allowed and shall be registered and issued a Nobles County License by the County. All other feedlots may be considered for a Conditional Use Permit

The owner of a proposed or existing animal feedlot of greater than 10 animal units shall make an application to Nobles County for a feedlot license when any of the following

An appropriate transition area between the use and adjacent property shall be provided by landscaping, screening, and other site improvements consistent with the character of the neighborhood.

- (5) The operator shall submit a management plan for the facility and a floor plan showing sleeping areas, emergency exits and bathrooms.

Community service facility.

- (1) The premises, all adjacent streets, sidewalks and alleys, and all sidewalks and alleys within one hundred (100) feet shall be inspected regularly for purposes of removing any litter found thereon.
- (2) An appointment or set hours for the acceptance of donated merchandise shall be required.
- (3) All receipt, sorting and processing of goods shall occur within a completely enclosed building.

Concrete, asphalt and rock crushing facility.

- (1) All concrete, asphalt and rock crushing facilities shall be located at least three hundred (300) feet from any residence or office residence district.
- (2) Any new concrete, asphalt and rock crushing facility and any substantial intensification of an existing facility shall require approval of a conditional use permit. For the purposes of regulating concrete, asphalt and rock crushing facilities, substantial intensification shall mean any of the following:
 - a. Any geographic expansion of the facility.
 - b. The addition of any structure or expansion to the bulk of any structure, except additions or expansions designed primarily to provide weather protection or noise or air pollution abatement for existing crushing or grinding equipment for the handling of concrete, asphalt, rock or similar materials included on a certified list of such equipment properly submitted to the zoning administrator by August 31, 1992, in accordance with the requirements of the zoning code of 1963, and which do not change machine capacity or facility capacity.
 - c. The addition of any crushing or grinding equipment for the handling of concrete, asphalt, rock or similar materials, or the replacement of any existing crushing or grinding equipment for the handling of concrete,

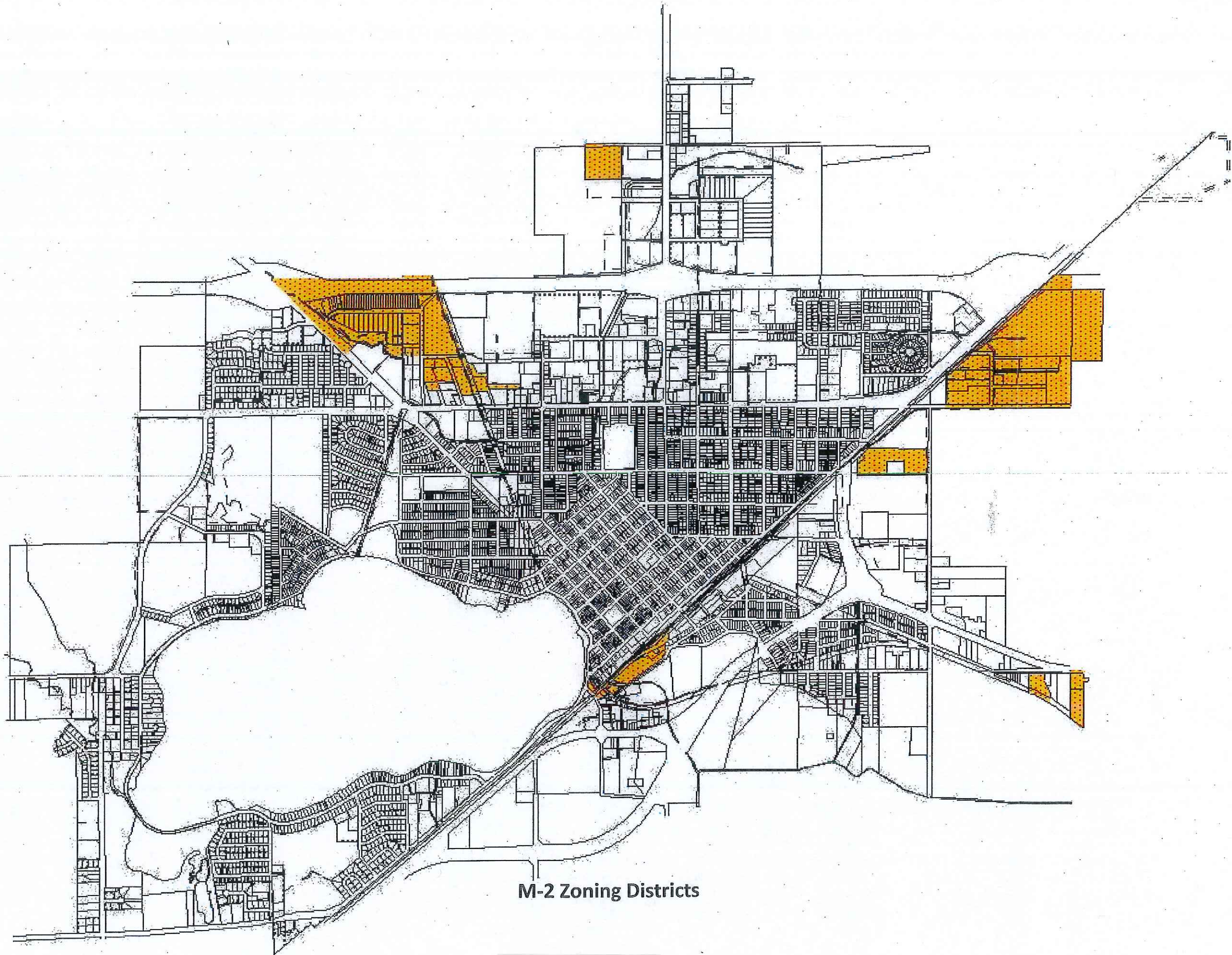
Sec. 65.823. - Concrete, asphalt and rock crushing facility, outdoor.

Standards and conditions:

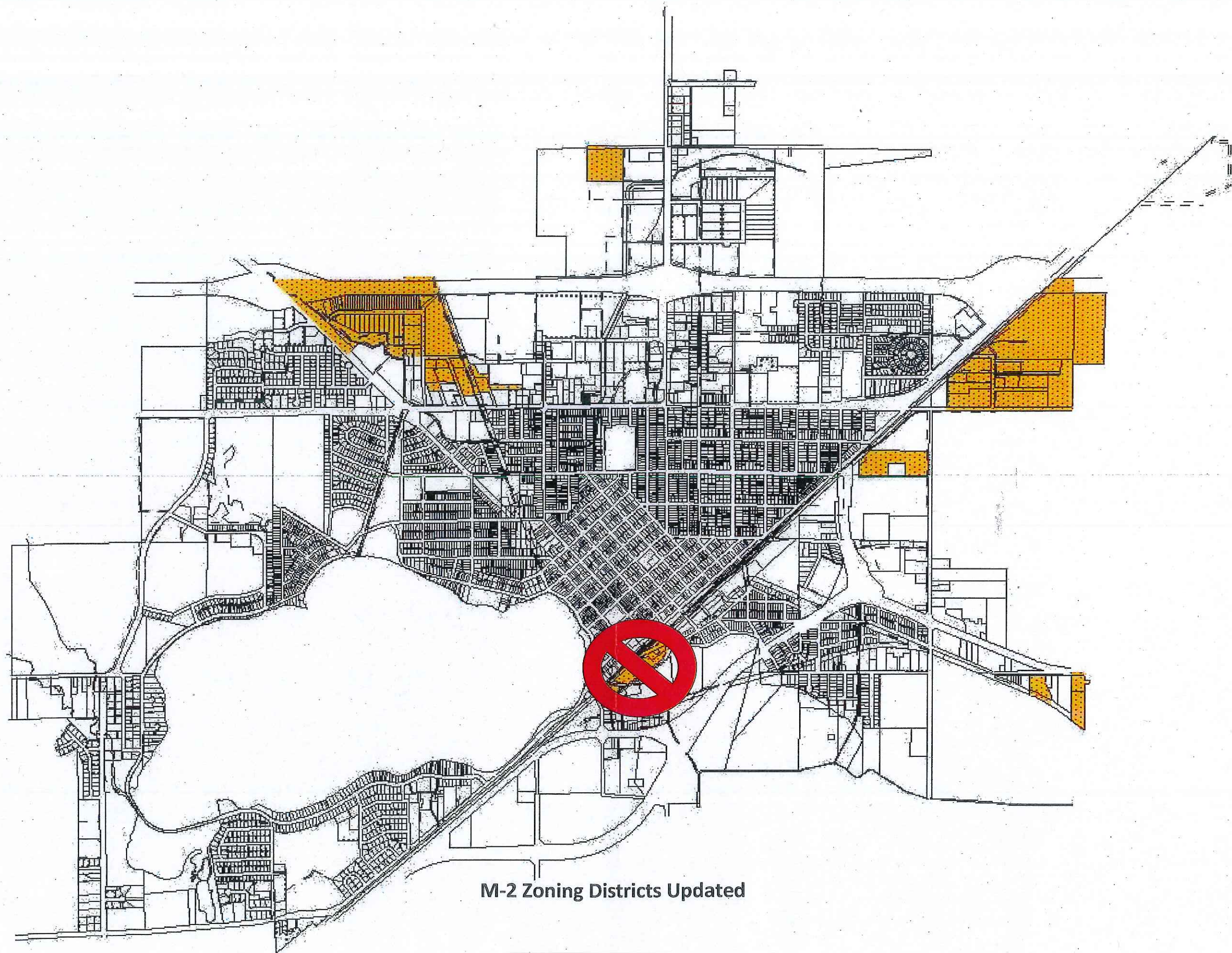
- (a) All concrete, asphalt and rock processing and storage shall be located at least three hundred (300) feet from a residential or traditional neighborhood district boundary.
- (b) The use shall be conducted, operated and maintained in accordance with any necessary MPCA, county and city permits, copies of which shall be provided to and maintained on file by the zoning administrator.
- (c) The following shall be provided with an application for a conditional use permit:
 - (1) A site plan drawn to scale showing the location of buildings; areas of outdoor processing and storage; fences, walls, landscaping and screening vegetation; and the location of any stream, river (including the ordinary high water level), lake, wetland and major topographical feature within three hundred (300) feet of the site.
 - (2) A description of sources of sound, including hours of operation and measures to conform to noise regulations laid out in Sec. 293 of the Legislative Code.
 - (3) A dust management plan describing dust emission sources, their quantity and composition, and indicating conformance with all applicable air quality regulations.
 - (4) A drainage plan for stormwater management and runoff indicating conformance with all applicable stormwater regulations.
 - (5) A traffic plan describing the number of truck/vehicle trips the proposal will generate and the principal access routes to the facility including a description of the facility's traffic impact on the surrounding area.

(C.F. No. 09-341, § 4, 4-22-09; Ord 13-22, § 5, 8-21-13)

Editor's note— C.F. No. 09-341, § 4, adopted April 22, 2009, amended the Code by renumbering former § 65.822 as a new § 65.823.



M-2 Zoning Districts



M-2 Zoning Districts Updated

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XV, CHAPTER
155.186 TO ADD SECTION E, "SPECIFIC DEVELOPMENT STANDARDS"

The City Council of the City of Worthington Do Ordain:

Section I.

Title XV, Chapter 155.186, Section E of the Worthington City Code is hereby amended to add Section E which shall read as follows:

(E) *Specific development standards*. Permitted and conditional uses identified in Appendix J: Specific Development Standards shall be subject to the specific development standards listed in Appendix J.

Section II.

This ordinance shall be in full force and effect after its passage and publication.

Passed by the City Council of the City of Worthington this _____ day of October, 2018.

(SEAL)

MayorAttest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XV, CHAPTER 155,
TO ADD APPENDIX J, "SPECIFIC DEVELOPMENT STANDARDS"

The City Council of the City of Worthington Do Ordain:

Section I.

Title XV, Chapter 155 of the Worthington City Code is hereby amended to add Appendix J which shall read as follows:

Appendix J: Specific Development Standards

Specific development standards are established to provide supplemental regulations to address the unique characteristics of certain land uses. The uses listed below are subject to the following specific development standards, in addition to all other applicable regulations:

Asphalt Mixing and Manufacturing Plant*Standards and conditions:*

- (a) All asphalt mixing and manufacturing plants shall be located at least three hundred (300) feet from a residential or commercial district boundary or from a transitional zone where the City's Comprehensive Plan shows residential or commercial.
- (b) All asphalt mixing and manufacturing facilities shall include a six (6) foot to ten (10) foot fence or alternative screening method approved by the City Planning Commission along all property lines.
- (c) The use shall be conducted, operated and maintained in accordance with any necessary MPCA, Nobles County and City of Worthington permits, copies of which shall be provided to and maintained on file by the City Zoning Administrator.
- (d) All asphalt mixing and manufacturing facilities shall abut on and use an arterial or collector street or road for vehicle access to the site. Arterial and collector roads include Municipal State Aid Streets, County State Aid Highways, Trunk Highways and local roads intended and designed to accommodate frequent use heavy commercial vehicles.
- (e) Any new asphalt mixing or manufacturing facilities and any substantial intensification of an existing facility shall require the issuance of a new conditional use permit. For the purposes of regulating an asphalt mixing or manufacturing facility, substantial intensification shall mean any of the following:
 - (1) Any expansion of the operating area of the facility including but not limited to its yard, storage areas, or vehicle maneuvering or parking space.

- (2) The addition of any structure or expansion to the bulk of any structure, except additions and expansions designed primarily to provide weather protection or noise or air pollution abatement for existing equipment.

All asphalt mixing and manufacturing facilities shall provide the following with any application for conditional use permit:

- (1) A map of natural features, including streams, rivers, lakes, wetlands and major topographical features located within three hundred fifty (350) feet of the site and all dwelling units, other principal buildings and structures within one quarter mile of the exterior property lines of the proposed site.
- (2) An air quality plan describing stationary and mobile source air emissions, their quantities and composition, and indicating conformance with all applicable air quality regulations.
- (3) A dust management plan describing dust emission sources, their quantity and composition, and how dust will be collected, managed and disposed of, and indicating conformance with all applicable dust emission regulations.
- (4) A sound attenuation plan describing sources of sound and indicating conformance with all applicable sound and noise regulations.
- (5) A drainage plan for stormwater management and runoff.
- (6) A traffic plan describing the number of truck/vehicle trips the proposal will generate and the principal access routes to the facility including a description of the facility's traffic impact on the surrounding area.

Section II.

This ordinance shall be in full force and effect after its passage and publication.

Passed by the City Council of the City of Worthington this _____ day of October, 2018.

(SEAL)

Mayor

Attest: _____
City Clerk

**Memorandum of Understanding
between
the City of Worthington
and
Tsadekane Mariam Ethiopian Orthodox Tewahedo Church.**

Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to purchase of real estate by Church from the City and the development of the property.

Church is a religious organization which seeks to acquire land for the purpose of erecting a new church building.

Land Acquisition

Church desires to acquire an approximate 5 acre tract of land from the City of Worthington. The real estate is identified as Nobles County Parcel ID No.31-3974-500.

If Church fulfills the requirements of this MOU prior to its termination, the parties will negotiate final terms of a Purchase Agreement whereby the City will sell, and Church will purchase, the subject property for the sum of \$25,000.00 per acre.

MOU Term

The term of this MOU agreement is the period within which the project responsibilities of this agreement shall be performed. The term shall begin immediately upon execution of this Agreement by the parties and shall end on _____, 2018 or upon execution of a Purchase Agreement, whichever comes first. During the term of this MOU, the City agrees not to sell the real estate identified above to any other person or entity.

Church Obligations

Church agrees to conduct due diligence upon the property and shall:

1. Prepare development site plans which shall include elevations, entrance and exit access points to the property; and a design of the off-street parking spaces.
3. The site plan shall also include a storm water management plan and must demonstrate compliance with all state and local law, code, and ordinance requirements including, but not limited to those pertaining to lot coverage, greenspace, setbacks, and signage.
4. Organize and file as a nonprofit corporation with the Minnesota Secretary of State.
6. The Church must obtain all applicable permits.
7. Understand that it will have to grant or allow the City to retain various easements for water and sewer.
9. Share all information with the City's designated representative.
10. Appoint a designated representative to liaise with the City's designated representative.

The City shall:

- 1 Grant Church and its agent(s) access to the site to complete its due diligence.
2. Share all information related to the site with Church and/or its agent(s) on a timely basis.

Modification

Neither party makes any promise to the other that this MOU shall be extended for any reason. The MOU shall not be modified or extended unless agreed to in writing by the parties.

Non-Binding


Although it is not legally binding, each party commits to exercise its best effort and to proceed in good faith with the procedures and transactions required to accomplish the goal of the parties as set forth herein.

Effective Date and Signature

This MOU shall be effective upon final execution by both parties.

**Tsadekane Mariam Ethiopian
Orthodox Tewahedo Church**

**City of Worthington
303 Ninth Street
PO Box 279
Worthington, MN 56187**



President, Its
10-3-18

Mike Kuhle, Mayor

Janice Oberloh, Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
KARIN ANDERSON	9/28/18	2018 FEMA GRANT	GENERAL FUND	FIRE ADMINISTRATION	1,000.00_
				TOTAL:	1,000.00
CARLSON & STEWART REFRIGERATION	9/28/18	RETAINAGE-NEW LIQUOR STORE LIQUOR		NON-DEPARTMENTAL	6,915.00_
				TOTAL:	6,915.00
CITY OF WORTHINGTON	9/28/18	JURY DUTY - ONNEN	GENERAL FUND	NON-DEPARTMENTAL	4.32
	9/28/18	SD CARD FOR MEETINGS	GENERAL FUND	CLERK'S OFFICE	16.10
	9/28/18	RECORD ORD # 1118, 1119	GENERAL FUND	CLERK'S OFFICE	92.00
	9/28/18	JURY DUTY - ONNEN	GENERAL FUND	ACCOUNTING	3.82
	9/28/18	SUPPLIES CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	2.08
	9/28/18	TABS ON UC 51220	GENERAL FUND	POLICE ADMINISTRATION	11.00
	9/28/18	SHELTER DEPOSIT-JUAREZ	RECREATION	NON-DEPARTMENTAL	9.31
	9/28/18	SHELTER DEPOSIT-JUAREZ	RECREATION	NON-DEPARTMENTAL	0.69_
				TOTAL:	139.32
COOPERATIVE ENERGY CO- ACCT # 5910807	9/28/18	KEROSENE	RECREATION	PARK AREAS	24.75
	9/28/18	TMS 10W30 FOR MOWERS	RECREATION	PARK AREAS	64.20
	9/28/18	10W40 AUTO GOLD - MULES	RECREATION	PARK AREAS	35.34
	9/28/18	54.2 GALLONGS GAS FOR BARR MUNICIPAL WASTEWAT	O-PURIFY MISC		152.84_
				TOTAL:	277.13
CORE & MAIN LP	9/28/18	DISTRIBUTION SYSTEM REPAIR WATER		M-TRANS MAINS	2,560.93_
				TOTAL:	2,560.93
DAKOTA SUPPLY GROUP INC	9/28/18	SERVICE LINE SUPPLIES-S SH WATER		O-DIST UNDERGRND LINES	696.23
	9/28/18	15KV SLEEVES FOR '18 PROJ ELECTRIC		FA DISTR UNDRGRND COND	366.00
	9/28/18	TRAIL LIGHTING POLES ELECTRIC		FA DISTR ST LITE & SIG	31,647.00_
				TOTAL:	32,709.23
DUININCK INC	9/28/18	TEMP STREET REPAIRS	WATER	M-TRANS MAINS	1,064.92_
				TOTAL:	1,064.92
ECHO GROUP INC	9/28/18	SUPPLIES	ELECTRIC	O-DISTR MISC	50.74_
				TOTAL:	50.74
FASTENAL COMPANY	9/28/18	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	13.96_
				TOTAL:	13.96
FERGUSON ENTERPRISES INC #226	9/28/18	SUPPLIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	40.88_
				TOTAL:	40.88
FRONTIER COMMUNICATION SERVICES	9/28/18	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	61.26
	9/28/18	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	496.90
	9/28/18	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	177.82
	9/28/18	PHONE SERVICE	GENERAL FUND	ACCOUNTING	66.89
	9/28/18	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	163.02
	9/28/18	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	140.17
	9/28/18	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	25.96
	9/28/18	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	223.85
	9/28/18	PHONE SERVICE	GENERAL FUND	PAVED STREETS	133.09
	9/28/18	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	269.31
	9/28/18	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	203.43
	9/28/18	PHONE SERVICE	RECREATION	PARK AREAS	155.23
	9/28/18	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	96.29
	9/28/18	PHONE SERVICE	LIQUOR	O-GEN MISC	241.08

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/28/18	PHONE SERVICE	AIRPORT	O-GEN MISC	90.15
	9/28/18	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	126.33
	9/28/18	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	24.90_
				TOTAL:	2,695.68
CHACH COMPANY	9/28/18	PHOS TNT 845	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	456.04
	9/28/18	PHOS TNT 843	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	827.25
	9/28/18	HARDNESS KIT	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	32.58_
				TOTAL:	1,315.87
HAWKINS INC	9/28/18	1 TON CHLORINE	WATER	O-PURIFY	689.40_
				TOTAL:	689.40
HAYENGA KATHLEEN	9/28/18	REIMBURSE MRES MUNI LEADER ELECTRIC		ADMIN MISC	145.52_
				TOTAL:	145.52
HOFFMAN DAVID	9/28/18	REIMBURSE REALISTIC DE-ESC GENERAL FUND		POLICE ADMINISTRATION	72.31
	9/28/18	REIMBURSE REALISTIC DE-ESC GENERAL FUND		POLICE ADMINISTRATION	51.92_
				TOTAL:	124.23
HY-VEE INC	9/28/18	FUEL	GENERAL FUND	POLICE ADMINISTRATION	455.41_
				TOTAL:	455.41
JERRY'S AUTO SUPPLY	9/28/18	SETTLING TANK GREASE LINE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	67.94
	9/28/18	SETTLING TANK GREASE LINE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	61.44
	9/28/18	SETTLING TANK GREASE LINE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	47.33
	9/28/18	SETTLING TANK GREASE LINE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	30.78_
				TOTAL:	207.49
MARTHALER FORD OF WORTHINGTON	9/28/18	#206 OIL CHANGE	WATER	M-TRANS MAINS	19.13
	9/28/18	#201 OIL CHANGE	WATER	M-TRANS MAINS	23.53_
				TOTAL:	42.66
MINNESOTA ENERGY RESOURCES CORP	9/28/18	GAS SERVICE	WATER	O-DISTR MISC	21.97_
				TOTAL:	21.97
MISCELLANEOUS V AHLERS LOGAN	9/28/18	REIMBURSE MOVIE THEATER SU	GENERAL FUND	OTHER GEN GOVT MISC	37.00
COOK NANCY	9/28/18	REFUND PARK DEPOSIT	RECREATION	NON-DEPARTMENTAL	40.00
HENDERSON MIKE	9/28/18	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	143.78
HENDERSON MIKE	9/28/18	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	2.08
KLASSEN BRAD	9/28/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	16.00
KREMER BARB	9/28/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
PADDOCK MELISSA	9/28/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	150.00
PEIL SHAILA D	9/28/18	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	26.74
POECKES DUSTIN	9/28/18	REFUND PARK RENTAL FEE-CAN	RECREATION	NON-DEPARTMENTAL	46.57
POECKES DUSTIN	9/28/18	REFUND PARK RENTAL FEE-CAN	RECREATION	NON-DEPARTMENTAL	3.43
SIEVE RUTH	9/28/18	REIMBURSE PICKLEBALL RACK	GENERAL FUND	CENTER FOR ACTIVE LIVI	13.00
WAH NAW BWAY	9/28/18	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	191.51
WELNETZ JOSEPH	9/28/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
WILLARDSON PHILLIP	9/28/18	CUSTOMER REBATE-VOID CK#93	ELECTRIC	CUSTOMER INSTALL EXPEN	35.11_
				TOTAL:	755.22
NBS CALIBRATIONS	9/28/18	CLEAN & CALIBRATE WEIGHTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	164.00_
				TOTAL:	164.00
NCL OF WISCONSIN INC	9/28/18	WATER FILTERS FOR LAB	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	614.35

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	614.35
ONE OFFICE SOURCE	9/28/18	OFFICE SUPPLIES	WATER	O-DISTR MISC	29.80
	9/28/18	STORAGE BOXES, TOWELS	WATER	ACCTS-RECORDS & COLLEC	33.28
	9/28/18	STORAGE BOXES, TOWELS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	33.28
	9/28/18	PENCILS	ELECTRIC	ADMIN OFFICE SUPPLIES	4.40
	9/28/18	STORAGE BOXES, TOWELS	ELECTRIC	ACCTS-RECORDS & COLLEC	66.56_
				TOTAL:	167.32
OPTUM BANK	9/28/18	HSA ADMIN FEE-AUGUST	GENERAL FUND	GENERAL GOVT BUILDINGS	56.25_
				TOTAL:	56.25
RESICO INC	9/28/18	SECONDARY LUGS	ELECTRIC	FA DISTR METERS	198.90_
				TOTAL:	198.90
RILEY MARK	9/28/18	REIMBURSE K9 SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	58.05_
				TOTAL:	58.05
ROOS ERIC	9/28/18	REIMBURSE AWWA CONFERENCE	WATER	O-DISTR MISC	358.61_
				TOTAL:	358.61
RUNNINGS SUPPLY INC-ACCT#9502440	9/28/18	SAMPLING SUPPLIES	WATER	O-PURIFY MISC	6.98
	9/28/18	SOAP	MUNICIPAL WASTEWAT	O-PURIFY MISC	8.49
	9/28/18	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	3.79
	9/28/18	SMOKE TESTING MACHINE PART	MUNICIPAL WASTEWAT	M-SOURCE MISC	47.39
	9/28/18	SMOKER REPAIR PARTS	MUNICIPAL WASTEWAT	M-SOURCE MISC	1.49_
				TOTAL:	68.14
SCHWALBACH #4465	9/28/18	REPAIR TOILET, FAUCET SENS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	53.31_
				TOTAL:	53.31
SCHWALBACH ACE #6067	9/28/18	SHIPPING-CAMERA HEAD-FLEX	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	14.97
	9/28/18	FLOOR CLEANER	MUNICIPAL WASTEWAT	O-PURIFY MISC	12.99_
				TOTAL:	27.96
VERIZON WIRELESS	9/28/18	TREMBLE DEVICE	GENERAL FUND	ENGINEERING ADMIN	25.02
	9/28/18	PHONE SERVICE	GENERAL FUND	POLICE ADMINISTRATION	659.88
	9/28/18	PHONE SERVICE	GENERAL FUND	SECURITY CENTER	84.15
	9/28/18	PHONE SERVICE	GENERAL FUND	SECURITY CENTER	84.14
	9/28/18	PHONE SERVICE	GENERAL FUND	CODE ENFORCEMENT	50.76
	9/28/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	9/28/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.58
	9/28/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	60.76
	9/28/18	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.58
	9/28/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	54.08
	9/28/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	50.76
	9/28/18	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	50.76
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	409.99
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	218.56
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	60.76
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	259.99-
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	52.58
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	60.76
	9/28/18	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	60.76_
				TOTAL:	1,835.90

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MARGARET HURLBUT VOSBURGH	9/28/18	HATHA YOGA	GENERAL FUND	CENTER FOR ACTIVE LIVI	140.80
	9/28/18	HATHA YOGA	GENERAL FUND	CENTER FOR ACTIVE LIVI	412.80_
				TOTAL:	553.60
WAL MART COMMUNITY/RFCSLLC	9/28/18	KLEENEX	GENERAL FUND	SECURITY CENTER	9.61
	9/28/18	KLEENEX	GENERAL FUND	SECURITY CENTER	9.62
	9/28/18	OFFICE SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	35.58
	9/28/18	CLEANING SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	54.46
	9/28/18	PROGRAM SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	9.51
	9/28/18	NEWSLETTERS, BROCHURE SUPP	GENERAL FUND	CENTER FOR ACTIVE LIVI	20.42
	9/28/18	PROGRAM SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	32.79
	9/28/18	NORTON ANTIVIRUS	RECREATION	PARK AREAS	39.98_
				TOTAL:	211.97
WESCO RECEIVABLES CORP	9/28/18	TAPE FOR PROJECTS (15KV SP ELECTRIC		FA DISTR UNDRGRND COND	528.24
	9/28/18	TAPE FOR PROJECTS (15KV SP ELECTRIC		FA DISTR UNDRGRND COND	772.00_
				TOTAL:	1,300.24
WIETZEMA TODD	9/28/18	REIMBURSE AIR TAP FALL FOR AIRPORT		O-GEN MISC	169.45_
				TOTAL:	169.45
WORTHINGTON FOOTWEAR	9/28/18	STEEL BOOT INSERTS	MUNICIPAL WASTEWAT	O-PURIFY MISC	19.00_
				TOTAL:	19.00

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

101	GENERAL FUND	5,261.07
202	MEMORIAL AUDITORIUM	297.62
229	RECREATION	419.50
231	ECONOMIC DEV AUTHORITY	96.29
601	WATER	5,677.71
602	MUNICIPAL WASTEWATER	2,751.55
604	ELECTRIC	35,011.96
609	LIQUOR	7,156.08
612	AIRPORT	259.60
702	DATA PROCESSING	151.23

GRAND TOTAL: 57,082.61

PACKET: 02925 LINCOLN DUE 10/1/18
VENDOR SET: 01 CITY OF WORTHINGTON
BANK: 1 WELLS FARGO-CITY

*** DRAFT/OTHER LISTING ***

VENDOR	I.D.	NAME	ITEM	ITEM	DISCOUNT	AMOUNT	ITEM	ITEM
			TYPE	DATE			NO#	AMOUNT

J00036		LINCOLN FINANCIAL GROUP	D	10/01/2018			000731	3,657.34

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	3,657.34	3,657.34
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	3,657.34	3,657.34

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS SOLUTIONS	10/05/18	COPIER SERVICE RICOH/MPC45	GENERAL FUND	ENGINEERING ADMIN	61.94
	10/05/18	COPIER SERVICE RICOH/MPC45	GENERAL FUND	ECONOMIC DEVELOPMENT	61.94
				TOTAL:	123.88
AMERIPRIDE	10/05/18	4 WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	137.61
				TOTAL:	137.61
ANDERSON-CRANE RUBBER CO INC	10/05/18	ALUMINUM MALE ADAPTER 6" H	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	30.25
				TOTAL:	30.25
ARCTIC GLACIER USA INC	10/05/18	ICE	LIQUOR	NON-DEPARTMENTAL	294.59
	10/05/18	ICE	LIQUOR	NON-DEPARTMENTAL	168.60
	10/05/18	ICE	LIQUOR	NON-DEPARTMENTAL	118.96
				TOTAL:	582.15
ARNOLD MOTOR SUPPLY	10/05/18	LAMP	ELECTRIC	O-DISTR UNDERGRND LINE	4.25
				TOTAL:	4.25
ARTISAN BEER COMPANY	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	258.10
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	338.35
				TOTAL:	596.45
BAHRS SMALL ENGINE	10/05/18	DEMO SAW PARTS	WATER	O-DIST UNDERGRND LINES	18.60
				TOTAL:	18.60
BELLBOY CORP	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,667.00
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	94.75
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	87.00
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	96.00
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	2.40
				TOTAL:	2,947.15
CALVIN BERGER	10/05/18	MISC CONCRETE REPAIRS	GENERAL FUND	PAVED STREETS	1,400.00
	10/05/18	MISC CONCRETE REPAIRS	GENERAL FUND	PAVED STREETS	1,624.00
	10/05/18	MISC CONCRETE REPAIRS	STORM WATER MANAGE	STORM DRAINAGE	1,400.00
				TOTAL:	4,424.00
BEVERAGE WHOLESALERS INC	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	8,360.85
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	143.60
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	2,877.11
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	16,631.69
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	14,478.35
				TOTAL:	42,491.60
BOLTON & MENK INC	10/05/18	CENT PARK SPLASH PAD	RECREATION	PARK AREAS	6,875.00
	10/05/18	CRAILSHEIM RD UTILITY EXT	IMPROVEMENT CONST	N CRAILSHEIM ROAD WATE	80.67
	10/05/18	CRAILSHEIM RD UTILITY EXT	IMPROVEMENT CONST	N CRAILSHEIM RD SAN.SE	499.33
				TOTAL:	7,455.00
BRAAKSMA JEREMY	10/05/18	REIMBURSE CDL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	19.00
				TOTAL:	19.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	130.50
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,192.35
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	82.50
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	180.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,075.58
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	89.54
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	3,594.00
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	85.50-
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	15.20-
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	22.73-
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	215.02-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	65.75
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	11.10
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	50.55
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	107.30
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	0.15-
				TOTAL:	12,235.02
BRENNTAG GREAT LAKES LLC	10/05/18	PHOSPHATE	WATER	O-PURIFY	6,519.00_
				TOTAL:	6,519.00
MICHAEL BURNS	10/05/18	HID READER	GENERAL FUND	FIRE ADMINISTRATION	195.00_
				TOTAL:	195.00
CAMPUS CLEANERS	10/05/18	COMMERCIAL LAUNDRY	LIQUOR	O-GEN MISC	33.82_
				TOTAL:	33.82
CHAMBER OF COMMERCE	10/05/18	LODGING TAX-AUGUST	TOURISM PROMOTION	LODGING TAX/TOURISM	21,280.49_
				TOTAL:	21,280.49
CORE & MAIN LP	10/05/18	DISTRIBUTION SYSTEM REPAIR	WATER	M-TRANS MAINS	380.98_
				TOTAL:	380.98
CULLIGAN WATER COND CO	10/05/18	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	64.24
	10/05/18	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	10/05/18	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	27.75
	10/05/18	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	10/05/18	MONTHLY SERVICE	WATER	O-DISTR MISC	18.00
	10/05/18	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	10/05/18	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	77.83_
				TOTAL:	238.57
DACOTAH PAPER CO	10/05/18	BAGS	LIQUOR	O-GEN MISC	275.68
	10/05/18	DELUXE BLOWER	LIQUOR	O-GEN MISC	222.70_
				TOTAL:	498.38
DANS ELECTRIC INC	10/05/18	LUDLOW PARK RECPTS & SERVI	RECREATION	PARK AREAS	1,066.81
	10/05/18	WWTP OUTSIDE LIGHT REPAIRS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	214.25
	10/05/18	WWTP OUTSIDE LIGHT REPAIRS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	864.00
	10/05/18	EQ BLDG BREAKER ISSUES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	272.00
	10/05/18	SUB #2, AC/FURNACE	ELECTRIC	M-SOURCE STRUCTURES	1,436.54_
				TOTAL:	3,853.60
DELTA MEDICAL SUPPLY GROUP INC	10/05/18	BLACK TEXTURED NITREX GLOV	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	95.40_
				TOTAL:	95.40
DIAMOND VOGEL PAINT	10/05/18	OUTSIDE DOOR PAINT, SUPPLI	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	38.05

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	SUPPLIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	7.27
	10/05/18	CENT BEACH NOOK	RECREATION	PARK AREAS	84.36_
				TOTAL:	129.68
DLT SOLUTIONS LLC	10/05/18	YRLY MAINTENANCE AUTODESK	GENERAL FUND	NON-DEPARTMENTAL	4,148.66
	10/05/18	YRLY MAINTENANCE AUTODESK	GENERAL FUND	ENGINEERING ADMIN	829.74_
				TOTAL:	4,978.40
DOLL DISTRIBUTING LLC	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	8,177.00
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	3,191.30
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	10,950.05
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	4,474.00
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	167.50
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	86.00
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	128.00
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	17,391.90_
				TOTAL:	44,565.75
DROLL, SHARI A	10/05/18	REIMBURSE BCA CONFERENCE	GENERAL FUND	SECURITY CENTER	13.53
	10/05/18	REIMBURSE BCA CONFERENCE	GENERAL FUND	SECURITY CENTER	13.52_
				TOTAL:	27.05
DUBOIS CHEMICALS INC	10/05/18	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,560.26_
				TOTAL:	8,560.26
ECHO GROUP INC	10/05/18	LIGHT BULBS	WATER	M-PURIFY STRUCTURES	111.12
	10/05/18	LIGHT BULBS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	21.48_
				TOTAL:	132.60
FAHRNER ASPHALT SEALERS LLC	10/05/18	RUNWAY 11/29 & 17/5 RECON	AIRPORT	NON-DEPARTMENTAL	36,234.70_
				TOTAL:	36,234.70
FASTENAL COMPANY	10/05/18	SAFETY GLASSES	GENERAL FUND	PAVED STREETS	13.60
	10/05/18	SAFETY GLASSES	GENERAL FUND	PAVED STREETS	6.06
	10/05/18	CHAUTAUQUA RESTROOMS	RECREATION	PARK AREAS	18.91
	10/05/18	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	54.82
	10/05/18	BLADES	ELECTRIC	M-DISTR UNDERGRND LINE	19.97_
				TOTAL:	113.36
FIFE WATER SERVICES INC	10/05/18	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,134.30_
				TOTAL:	11,134.30
FLYNN & RIORDAN PLLC TRUST ACCOUNT	10/05/18	SPRINGMAN PROPERTY PURCHAS	WATER	FA MISC	44,039.89
	10/05/18	SPRINGMAN PROPERTY PURCHAS	MUNICIPAL WASTEWAT	FA MISC	44,039.88
	10/05/18	SPRINGMAN PROPERTY PURCHAS	ELECTRIC	FA MISC	44,039.88_
				TOTAL:	132,119.65
FRONTIER PRECISION INC	10/05/18	STAKE OUT POLE	GENERAL FUND	ENGINEERING ADMIN	80.26_
				TOTAL:	80.26
FULL COMPASS SYSTEMS LTD	10/05/18	AUDIO BOARD	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	736.61
	10/05/18	AUDIO BOARD	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	485.47
	10/05/18	LIGHTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,117.86_
				TOTAL:	2,339.94
GALLS INC	10/05/18	BELT CLIP BADGE HOLDER	GENERAL FUND	POLICE ADMINISTRATION	24.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	24.00
GERDES GARY	10/05/18	REIMBURSE BCA USER CONFERE	GENERAL FUND	SECURITY CENTER	12.50
	10/05/18	REIMBURSE BCA USER CONFERE	GENERAL FUND	SECURITY CENTER	9.49
	10/05/18	REIMBURSE BCA USER CONFERE	GENERAL FUND	SECURITY CENTER	22.01_
				TOTAL:	44.00
GOPHER STATE ONE CALL INC	10/05/18	MONTHLY LOCATE SERVICE	WATER	O-DISTR MISC	44.89
	10/05/18	MONTHLY LOCATE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	44.88
	10/05/18	MONTHLY LOCATE SERVICE	ELECTRIC	O-DISTR MISC	89.78_
				TOTAL:	179.55
GRAHAM TIRE OF WORTHINGTON INC	10/05/18	14-44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	8.29
	10/05/18	14-44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.00
	10/05/18	TIRES ON #434	GENERAL FUND	PAVED STREETS	752.64
	10/05/18	TIRES ON #434	GENERAL FUND	PAVED STREETS	43.80
	10/05/18	REPAIR FLAT TIRE	ELECTRIC	M-DISTR PLANT MISC	25.00_
				TOTAL:	843.73
GRAINGER	10/05/18	TRASH BAGS	ELECTRIC	O-DISTR MISC	93.24_
				TOTAL:	93.24
GRIMMIUS NATHAN	10/05/18	REIMBURSE MSANI FALL CONFE	GENERAL FUND	POLICE ADMINISTRATION	6.00
	10/05/18	REIMBURSE MSANI FALL CONFE	GENERAL FUND	POLICE ADMINISTRATION	21.94_
				TOTAL:	27.94
HAIN SCOTT	10/05/18	QUARTERLY MILEAGE REIMBURS	WATER	O-SOURCE WELLS & SPRNG	237.46
	10/05/18	QUARTERLY MILEAGE REIMBURS	ELECTRIC	ADMIN OFFICE SUPPLIES	531.43_
				TOTAL:	768.89
HAWKINS INC	10/05/18	TONS CHLORINE	WATER	O-PURIFY	2,030.20
	10/05/18	2000 LB CHLORINE CYLINDER	MUNICIPAL WASTEWAT	O-PURIFY MISC	689.40_
				TOTAL:	2,719.60
HENNING CONSTRUCTION	10/05/18	GRAND AVE ST EXT #5 FINAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	2,465.69
	10/05/18	GRAND AVE ST EXT #5 FINAL	IMPROVEMENT CONST	GRAND AVE N	2,088.00_
				TOTAL:	4,553.69
HICKORY LODGE BAR & GRILL	10/05/18	MAYORS BRUNCH	GENERAL FUND	MAYOR AND COUNCIL	1,776.47_
				TOTAL:	1,776.47
INFRARED SERVICES	10/05/18	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	574.60_
				TOTAL:	574.60
IUOE LOCAL 49 FRINGE BENEFIT FUND	10/05/18	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	124.00
	10/05/18	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	6.03
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	193.95
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	95.52
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	1,063.44
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	195.30
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	PUBLIC WORK SHOP	244.93
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	364.23
	10/05/18	HEALTH PREMIUM 49ERS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	149.82
	10/05/18	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	316.20
	10/05/18	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	300.70
	10/05/18	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,872.40

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,909.38
	10/05/18	HEALTH PREMIUM 49ERS	RECREATION	TREE REMOVAL	21.79
	10/05/18	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	OVERLAY PROGRAM	32.23
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	185.22
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	188.62
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	428.11
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	513.42
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	962.18
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	945.64
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	515.52
	10/05/18	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	342.29
	10/05/18	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	344.52
	10/05/18	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	490.03
	10/05/18	HEALTH PREMIUM 49ERS	WATER	M-DISTR METERS	44.45
	10/05/18	HEALTH PREMIUM 49ERS	WATER	PROJECT #8	248.33
	10/05/18	HEALTH PREMIUM 49ERS	WATER	PROJECT #8	108.75
	10/05/18	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	372.00
	10/05/18	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	124.00-
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	93.37
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	141.38
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,020.27
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	922.03
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	522.13
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	525.56
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	185.36
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	684.32
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MISC	708.04
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MISC	224.43
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	942.83
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	930.71
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	PROJECT #2	53.72
	10/05/18	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	PROJECT #2	259.50
	10/05/18	HEALTH INS PREMIUM 49ERS	STORM WATER MANAGE	NON-DEPARTMENTAL	117.97
	10/05/18	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	173.02
	10/05/18	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	1,930.58
	10/05/18	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STREET CLEANING	429.78
	10/05/18	HEALTH INS PREM	HEALTH INS PLAN (T	EMPLOYEE PENS & BENEFI	2,341.01
	10/05/18	HEALTH INS PREM	HEALTH INS PLAN (T	EMPLOYEE PENS & BENEFI	2,618.99_
			TOTAL:		27,280.00
JACKSON-HIRSH INC	10/05/18	LAMINATING SUPPLIES	WATER	ADMIN OFFICE SUPPLIES	16.22
	10/05/18	LAMINATING SUPPLIES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	16.21
	10/05/18	LAMINATING SUPPLIES	ELECTRIC	ADMIN OFFICE SUPPLIES	32.44_
			TOTAL:		64.87
JEPPSEN JULIE	10/05/18	REIMBURSE BCA USERS CONFER	GENERAL FUND	SECURITY CENTER	14.41
	10/05/18	REIMBURSE BCA USERS CONFER	GENERAL FUND	SECURITY CENTER	14.40_
			TOTAL:		28.81
JERRY'S AUTO SUPPLY	10/05/18	BATTERIES FOR FIRE/SECURIT	GENERAL FUND	FIRE ADMINISTRATION	121.96
	10/05/18	HAND CLEANER, PLIERS	RECREATION	SOCCER COMPLEX	36.51
	10/05/18	TORQUE WRENCH	RECREATION	SOCCER COMPLEX	31.41
	10/05/18	JACOBSON & MULE FILTERS	RECREATION	PARK AREAS	34.76
	10/05/18	TORQUE WRENCH	RECREATION	PARK AREAS	85.00
	10/05/18	MOWER FUS	RECREATION	PARK AREAS	2.99
	10/05/18	BELT FOR SMOKER MACHINE	MUNICIPAL WASTEWAT	M-SOURCE MISC	13.96

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	LAMP	ELECTRIC	O-DISTR UNDERGRND LINE	2.69
	10/05/18	AIR FILTER #408	STORM WATER MANAGE	STREET CLEANING	45.61_
				TOTAL:	374.89
JOHNSON BROTHERS LIQUOR CO	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,469.64
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	2,231.99
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,723.44
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	4,033.33
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	166.50-
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	99.00-
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	333.00-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	43.16
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	98.02
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	150.75
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	131.52
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
				TOTAL:	20,278.28
LAMPERTS	10/05/18	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	137.89
	10/05/18	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	81.84_
				TOTAL:	219.73
LAMPERTS YARDS INC-2600013	10/05/18	CONCRETE MIX	ELECTRIC	M-DISTR UNDERGRND LINE	314.16_
				TOTAL:	314.16
LAMPERTS YARDS INC-2602004	10/05/18	2X4	GENERAL FUND	PAVED STREETS	23.28
	10/05/18	2X4	GENERAL FUND	PAVED STREETS	8.29
	10/05/18	2X4 TREATED	GENERAL FUND	PAVED STREETS	12.29
	10/05/18	BOY SCOUTS	RECREATION	PARK AREAS	1,946.48_
				TOTAL:	1,990.34
LAW ENFORCEMENT LABOR SERVICES INC #27	10/05/18	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	294.00_
				TOTAL:	294.00
LINCOLN-PIPESTONE RURAL WATER SYSTEM	10/05/18	WATER PURCHASES-SEPT-EAST	WATER	O-SOURCE MISC	27,070.42
	10/05/18	WATER PURCHASES-SEPT-WEST	WATER	O-SOURCE MISC	24,275.16_
				TOTAL:	51,345.58
LOU'S GLOVES INC	10/05/18	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	86.00
	10/05/18	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-PURIFY MISC	86.00_
				TOTAL:	172.00
THE MATHIOWETZ CONSTRUCTION COMPANY	10/05/18	CASTING FRAME, COVER, RING IMPROVEMENT CONST	OTHER MISC PROJECTS		3,700.02
	10/05/18	CD #12 FLOOD MITIGATION #3	STORM WATER MANAGE	NON-DEPARTMENTAL	49,013.36-
	10/05/18	CD #12 FLOOD MITIGATION #3	STORM WATER MANAGE	PROJECT #24	980,267.17_
				TOTAL:	934,953.83
MCCUEN WELDING & MACHINING INC	10/05/18	YMCA DIVING BOARD REPAIRS	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	2,250.00_
				TOTAL:	2,250.00
MICHAEL EGGERS	10/05/18	#14-27 BRAKE REPLACEMENT	GENERAL FUND	POLICE ADMINISTRATION	216.91
	10/05/18	#14-27 BRAKE REPLACEMENT	GENERAL FUND	POLICE ADMINISTRATION	340.00_
				TOTAL:	556.91

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MIDWEST GARAGE DOORS INC	10/05/18	SHOP GARAGE DOOR REPAIRS	RECREATION	PARK AREAS	186.00
	10/05/18	SHOP GARAGE DOOR REPAIRS	RECREATION	PARK AREAS	205.00_
				TOTAL:	391.00
MINNESOTA CHILD SUPPORT PAYMENT CTR	10/05/18	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	47.06
	10/05/18	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	5.68
	10/05/18	SUPPORT ORDER	STORM WATER MANAGE	NON-DEPARTMENTAL	109.68_
				TOTAL:	162.42
MINNESOTA CITIZENS FOR THE ARTS	10/05/18	2018 MEMBERSHIP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	100.00_
				TOTAL:	100.00
MINNESOTA ELEVATOR INC	10/05/18	QUARTERLY ELEVATOR SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	183.83_
				TOTAL:	183.83
MINNESOTA ENERGY RESOURCES CORP	10/05/18	GAS SERVICE	GENERAL FUND	PAVED STREETS	54.30
	10/05/18	GAS SERVICE	GENERAL FUND	PAVED STREETS	21.23
	10/05/18	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	71.00
	10/05/18	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	130.98
	10/05/18	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	153.45
	10/05/18	GAS SERVICE	AIRPORT	O-GEN MISC	59.38
	10/05/18	GAS SERVICE	AIRPORT	O-GEN MISC	64.21_
				TOTAL:	554.55
MINNESOTA MUNICIPAL UTILITIES ASSOC	10/05/18	2018 DRUG & ALCOHOL CONSOR	GENERAL FUND	ADMINISTRATION	31.00
	10/05/18	2018 DRUG & ALCOHOL CONSOR	GENERAL FUND	PAVED STREETS	248.00
	10/05/18	2018 DRUG & ALCOHOL CONSOR	RECREATION	PARK AREAS	124.00
	10/05/18	2018 DRUG & ALCOHOL CONSOR	WATER	O-DISTR MISC	186.00
	10/05/18	2018 DRUG & ALCOHOL CONSOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	186.00
	10/05/18	2018 DRUG & ALCOHOL CONSOR	ELECTRIC	O-DISTR MISC	186.00_
				TOTAL:	961.00
MINNESOTA ORTHOPEDICS P A	10/05/18	MEDICAL TESTIMONY	GENERAL FUND	POLICE ADMINISTRATION	6,500.00_
				TOTAL:	6,500.00
MINNESOTA RURAL WATER ASSN	10/05/18	MEMBERSHIP	WATER	O-DISTR MISC	250.00_
				TOTAL:	250.00
MINNESOTA VALLEY TESTING LABS INC	10/05/18	2ND TKN NITRATE & NITRITE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	37.80
	10/05/18	SEPTEMBER SALTY DISCHARGE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	143.10_
				TOTAL:	180.90
MISCELLANEOUS V ALCANTARA DE DIVAS, BL	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	63.67
ALCANTARA DE DIVAS, BL	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	1.43
BALK JOE	10/05/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
BENNETT ALVARADO, JOYC	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	70.79
BENNETT ALVARADO, JOYC	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.23
CANO MARTINEZ, JOSE	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	25.22
CANO MARTINEZ, JOSE	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	1.15
CHAVEZ MORALES, RAYMUN	10/05/18	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	14.12
CHEPA HAROLD	10/05/18	CUSTOMER REBATES	ELECTRIC	CUSTOMER INSTALL EXPEN	500.00
DOEDEN SHAWNEE	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	54.83
DOEDEN SHAWNEE	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	2.86
DRAKE BRITTANY	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	66.64
DRAKE BRITTANY	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	1.15
GEBREMARIAM HABTAMU B	10/05/18	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	25.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GEBREMARIAM HABTAMU B	10/05/18	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	1.01
HENDERSCHIEDT PATRICIA	10/05/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
PAVELKO MIKE	10/05/18	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
RACHEL CONTRACTING INC	10/05/18	REFUND OF DEPOSITS-ACCTS F	WATER	NON-DEPARTMENTAL	1,486.83
RACHEL CONTRACTING INC	10/05/18	REFUND OF DEPOSITS-ACCTS F	WATER	ACCTS-RECORDS & COLLEC	0.92
VALLEJO ARTURO	10/05/18	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	3.15
VAN ECKER PROMOTIONS L	10/05/18	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	117.18_
				TOTAL:	2,836.18
MISSOURI RIVER ENERGY SERVICES	10/05/18	LEADERSHP ACADEMY-HAYENGA	ELECTRIC	ADMIN MISC	99.00_
				TOTAL:	99.00
MORRIS ELECTRONICS INC	10/05/18	TECH SUPPORT	GENERAL FUND	ACCOUNTING	180.00
	10/05/18	FIBER PROJECT (SCHOOL)	ELECTRIC	FA COMMUNICATION EQUIP	407.63
	10/05/18	TECH SUPPORT	DATA PROCESSING	DATA PROCESSING	180.00_
				TOTAL:	767.63
MTI DISTRIBUTING INC	10/05/18	455 TORO BEARING BALL	RECREATION	PARK AREAS	24.68_
				TOTAL:	24.68
MURRAY COUNTY AUDITOR/TREASURER	10/05/18	REIMBURSE AMAZON SUPPLIES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	37.79
	10/05/18	REIMBURSE AMAZON-SCANDISK	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	19.98_
				TOTAL:	57.77
NELSON LANDSCAPING INC	10/05/18	RE-LEVELED PAVERS-10TH ST	IMPROVEMENT CONST	OVERLAY PROGRAM	1,734.90_
				TOTAL:	1,734.90
NICOLE R KEMPEMA	10/05/18	CLEANING-SEPTEMBER-MOVIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	384.75_
				TOTAL:	384.75
NOBLES COUNTY AUDITOR/TREASURER	10/05/18	31-0007-000	GENERAL FUND	OTHER GEN GOVT MISC	471.00
	10/05/18	LONG DISTANCE ENDING 7/31/	GENERAL FUND	POLICE ADMINISTRATION	312.83
	10/05/18	SEPT LEGAL SERVICES	GENERAL FUND	PROSECUTION	17,350.19
	10/05/18	31-3889-000	GENERAL FUND	PAVED STREETS	3,161.00
	10/05/18	31-3885-500	GENERAL FUND	PAVED STREETS	68.00
	10/05/18	31-3887-500	GENERAL FUND	PAVED STREETS	5,525.00
	10/05/18	31-0101-000	GENERAL FUND	PAVED STREETS	224.00
	10/05/18	31-0104-000	GENERAL FUND	PAVED STREETS	54.00
	10/05/18	31-3974-500	GENERAL FUND	LAKE IMPROVEMENT	667.00
	10/05/18	31-0004-000	GENERAL FUND	ADI DEVELOPMENT	507.00
	10/05/18	31-0005-000	GENERAL FUND	ADI DEVELOPMENT	112.00
	10/05/18	31-0006-000	GENERAL FUND	ADI DEVELOPMENT	82.00
	10/05/18	31-0009-000	GENERAL FUND	ADI DEVELOPMENT	640.00
	10/05/18	31-0010-000	GENERAL FUND	ADI DEVELOPMENT	104.00
	10/05/18	31-0011-000	GENERAL FUND	ADI DEVELOPMENT	583.00
	10/05/18	31-0012-000	GENERAL FUND	ADI DEVELOPMENT	112.00
	10/05/18	31-0013-000	GENERAL FUND	ADI DEVELOPMENT	96.00
	10/05/18	31-0014-000	GENERAL FUND	ADI DEVELOPMENT	216.00
	10/05/18	31-0015-000	GENERAL FUND	ADI DEVELOPMENT	1,239.00
	10/05/18	31-3925-600	RECREATION	PARK AREAS	63.25
	10/05/18	31-3925-800	RECREATION	PARK AREAS	51.84
	10/05/18	31-3850-000	ECONOMIC DEV AUTHO	OXFORD LAB SOIL CORR A	25,088.38
	10/05/18	31-3786-553	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	57.11
	10/05/18	31-3786-555	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	4,604.00
	10/05/18	31-3786-557	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	57.11
	10/05/18	31-3786-559	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	118.85

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	31-3786-561	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	118.85
	10/05/18	31-3786-563	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	118.85
	10/05/18	31-3786-565	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	118.85
	10/05/18	31-3786-583	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	342.49
	10/05/18	31-3786-585	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	102.26
	10/05/18	31-3786-587	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	102.26
	10/05/18	31-3786-589	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	102.26
	10/05/18	31-3849-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	151.97
	10/05/18	31-3850-000	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	2,209.62
	10/05/18	31-3786-552	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	57.11
	10/05/18		ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	4,024.87
	10/05/18	31-3786-005	WATER	O-DISTR MISC	62.00
	10/05/18	31-3882-000	LIQUOR	O-GEN MISC	73.77
	10/05/18	20-0061-500	AIRPORT	O-GEN MISC	401.00
	10/05/18	31-3786-700	AIRPORT	O-GEN MISC	83.53
	10/05/18	31-3786-710	AIRPORT	O-GEN MISC	1,655.00
	10/05/18	31-3786-715	AIRPORT	O-GEN MISC	883.00
	10/05/18	31-3786-720	AIRPORT	O-GEN MISC	407.00
	10/05/18	31-3786-730	AIRPORT	O-GEN MISC	977.00
	10/05/18	31-3786-735	AIRPORT	O-GEN MISC	264.00
	10/05/18	31-3786-760	AIRPORT	O-GEN MISC	223.00
	10/05/18	31-3786-700	AIRPORT	O-GEN MISC	41.00
	10/05/18	31-3825-475	AIRPORT	O-GEN MISC	351.00
	10/05/18	31-3825-500	AIRPORT	O-GEN MISC	290.00
	10/05/18	31-3825-520	AIRPORT	O-GEN MISC	411.00
	10/05/18	31-3825-530	AIRPORT	O-GEN MISC	551.00
	10/05/18	31-3825-540	AIRPORT	O-GEN MISC	250.00
	10/05/18	31-3825-550	AIRPORT	O-GEN MISC	433.00
	10/05/18	31-3825-560	AIRPORT	O-GEN MISC	301.00
	10/05/18	31-3825-590	AIRPORT	O-GEN MISC	126.00
	10/05/18	31-3825-610	AIRPORT	O-GEN MISC	522.00
	10/05/18	31-3825-750	AIRPORT	O-GEN MISC	56.38
	10/05/18	31-3825-760	AIRPORT	O-GEN MISC	845.00
	10/05/18	31-3827-500	AIRPORT	O-GEN MISC	895.00
	10/05/18	31-4021-000	AIRPORT	O-GEN MISC	563.00
	10/05/18	SOLID WASTE MGMT-AUGUST	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,246.00_
				TOTAL:	86,924.63
NOBLES COUNTY ENVIRONMENTAL SERVICES	10/05/18	RECYCLE LIGHT BULBS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	27.00_
				TOTAL:	27.00
OLSEN DEB	10/05/18	REIMBURSE MN GFOA CONFEREN	GENERAL FUND	ACCOUNTING	224.00_
				TOTAL:	224.00
ONE OFFICE SOURCE	10/05/18	POST-IT NOTES	GENERAL FUND	CLERK'S OFFICE	14.07
	10/05/18	CARTRIDGES	GENERAL FUND	ACCOUNTING	192.48
	10/05/18	BINDER	GENERAL FUND	POLICE ADMINISTRATION	11.79
	10/05/18	CARTRIDGE	GENERAL FUND	POLICE ADMINISTRATION	100.83
	10/05/18	EXPANSN FILE POCKETS	GENERAL FUND	SECURITY CENTER	19.19
	10/05/18	EXPANSN FILE POCKETS	GENERAL FUND	SECURITY CENTER	19.20
	10/05/18	PRINTER RIBBON	GENERAL FUND	SECURITY CENTER	6.42
	10/05/18	PRINTER RIBBON	GENERAL FUND	SECURITY CENTER	6.42
	10/05/18	DIVIDERS	GENERAL FUND	FIRE ADMINISTRATION	2.80
	10/05/18	BINDERS	GENERAL FUND	FIRE ADMINISTRATION	17.38
	10/05/18	ENVELOPES, CARTRIDGES, COV	GENERAL FUND	FIRE ADMINISTRATION	347.52
	10/05/18	PLANNER, TOILET PAPER	GENERAL FUND	FIRE ADMINISTRATION	71.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/05/18	COPIER SERVICE-MX2600N	GENERAL FUND	PAVED STREETS	15.25
	10/05/18	GARBAGE BAGS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	41.67
	10/05/18	COPIER PAPER	WATER	ADMIN OFFICE SUPPLIES	31.92
	10/05/18	SERVICE AGREEMENT-SHARP MX	WATER	ACCTS-RECORDS & COLLEC	10.52
	10/05/18	COPIER PAPER	WATER	ACCTS-RECORDS & COLLEC	67.83
	10/05/18	COPIER PAPER	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	31.92
	10/05/18	SERVICE AGREEMENT-SHARP MX	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	10.52
	10/05/18	COPIER PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	67.83
	10/05/18	COPIER PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	67.83
	10/05/18	SERVICE AGREEMENT-SHARP MX	ELECTRIC	ACCTS-RECORDS & COLLEC	21.04
	10/05/18	COPIER PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	131.67
	10/05/18	COPIER SERVICE-MX5140N	DATA PROCESSING	COPIER/FAX	134.27_
				TOTAL:	1,441.82
PAUSTIS & SONS	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	87.00
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	2,991.00
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.25
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	40.00_
				TOTAL:	3,119.25
PEN LINK LTD	10/05/18	PLX SOFTWARE MAINT & SUPPO	PD TASK FORCE	NON-DEPARTMENTAL	1,167.00
	10/05/18	PLX SOFTWARE MAINT & SUPPO	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	233.00_
				TOTAL:	1,400.00
PEPSI COLA BOTTLING CO	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	10.40-
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	3.00-
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	8.60-
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	62.85
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	85.00
	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	41.95_
				TOTAL:	167.80
PHILLIPS WINE & SPIRITS INC	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,158.92
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	429.35
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,952.36
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	293.85
	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	18.00
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	835.00-
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	91.00-
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	42.75-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	19.88
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	18.59
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	40.70
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	15.21
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	8.45-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	10/05/18	WINE	LIQUOR	O-SOURCE MISC	1.69-
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
				TOTAL:	4,964.59
RACOM CORP	10/05/18	MAINTENANCE CONTRACT	GENERAL FUND	POLICE ADMINISTRATION	492.83
	10/05/18	HOUSING ASSEMBLY, KNOB	GENERAL FUND	POLICE ADMINISTRATION	157.00_
				TOTAL:	649.83
RED BULL DISTRIBUTION COMPANY INC	10/05/18	MIX	LIQUOR	NON-DEPARTMENTAL	153.85_
				TOTAL:	153.85

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
RJM DISTRIBUTING INC	10/05/18	BEER	LIQUOR	NON-DEPARTMENTAL	267.80_
					TOTAL: 267.80
ROUND LAKE VINEYARDS & WINERY LLC	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	774.00_
					TOTAL: 774.00
RUNNINGS SUPPLY INC-ACCT#9502440	10/05/18	GREASE GUN, BATTERIES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	19.98
	10/05/18	SOAP AND PUMP	MUNICIPAL WASTEWAT	O-PURIFY MISC	5.70
	10/05/18	PLUMBING SUPPLIES DIGESTER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	23.35
	10/05/18	ADAPTOR	ELECTRIC	O-DISTR MISC	10.99_
				TOTAL:	60.02
RUNNINGS SUPPLY INC-ACCT#9502485	10/05/18	CAR AIR FRESHENERS	GENERAL FUND	POLICE ADMINISTRATION	20.72
	10/05/18	BATTERIES	GENERAL FUND	PAVED STREETS	25.98
	10/05/18	BEACH BOUNDARY ROPE	RECREATION	SWIMMING BEACHES	67.66
	10/05/18	BEACH BOUNDARY MARKER	RECREATION	SWIMMING BEACHES	125.96_
				TOTAL:	240.32
SCHAAP SANITATION INC	10/05/18	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	77.64
	10/05/18	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	36.24
	10/05/18	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	129.67
	10/05/18	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	259.78
	10/05/18	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	68,558.68
	10/05/18	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	13,839.86
	10/05/18	SOLID WASTE-AUGUST	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	414.21-
	10/05/18	SOLID WASTE-AUGUST	GARBAGE COLLECTION	CODE ENFORCEMENT	4,456.29_
				TOTAL:	86,943.95
SCHOLTES AUTO WORLD	10/05/18	REPAIR LEAKING TIRE	GENERAL FUND	ENGINEERING ADMIN	30.80_
					TOTAL: 30.80
SCHWALBACH ACE HARDWARE-5930	10/05/18	AIR FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.95
	10/05/18	FOAM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	3.79
	10/05/18	FASTENERS, PIPE END	RECREATION	SOCCER COMPLEX	2.31_
				TOTAL:	31.05
SCHWALBACH ACE #6067	10/05/18	SHOP SUPPLIES	WATER	O-DISTR MISC	5.98
	10/05/18	HANDLE	ELECTRIC	M-DISTR UNDERGRND LINE	1.00_
				TOTAL:	6.98
SOUTHERN GLAZER'S OF MN	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,376.53
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	220.00
	10/05/18	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,844.52
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	696.00
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	5.23
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	26.47
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	0.15
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	71.50
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	13.87_
				TOTAL:	7,257.97
SPIRIT SPE PORTFOLIO 2006-2, LLC	10/05/18	CD 12 FLOOD MIT/EMINENT DO STORM WATER MANAGE	PROJECT #24		5,000.00_
				TOTAL:	5,000.00
SRF CONSULTING GROUP INC	10/05/18	TH59 CORRIDOR STUDY/LAYOUT IMPROVEMENT CONST	OXFORD RECON LAYOUT DE		290.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	290.71
TRENTON STOYKE	10/05/18	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	56.80_
				TOTAL:	56.80
SYN-TECH SYSTEMS INC	10/05/18	TECH SUPPORT	AIRPORT	O-GEN MISC	56.70_
				TOTAL:	56.70
TRAFFIC MARKING SERVICE INC	10/05/18	BALANCE STREET STRIPING	GENERAL FUND	SIGNS AND SIGNALS	482.16_
				TOTAL:	482.16
VALHALLA PAINTING LLC	10/05/18	YMCA PAINTING PER BID	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	8,150.00_
				TOTAL:	8,150.00
VEOLIA WATER NORTH AMERICA	10/05/18	CONTRACT OPERATIONS-WWTF-O	INDUSTRIAL WASTEWA	O-PURIFY MISC	50,563.51_
				TOTAL:	50,563.51
VERIZON WIRELESS	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.31
	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	58.94
	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	62.62
	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.77
	10/05/18	VERIZON WIRELESS	GENERAL FUND	POLICE ADMINISTRATION	630.42
	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	36.16
	10/05/18	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	101.52
	10/05/18	MONTHLY WIRELESS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.31
	10/05/18	PHONE SERVICE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	355.32
	10/05/18	MONTHLY WIRELESS SERVICE	RECREATION	PARK AREAS	36.31
	10/05/18	MONTHLY WIRELESS SERVICE	RECREATION	OLSON PARK CAMPGROUND	31.31_
				TOTAL:	1,416.99
RICK D VON HOLDT	10/05/18	SW REGIONAL FIRE TRAINING	GENERAL FUND	FIRE ADMINISTRATION	117.78_
				TOTAL:	117.78
WALKER ELECTRIC LLC	10/05/18	SERVICE CALL	ELECTRIC	M-DISTR UNDERGRND LINE	82.50_
				TOTAL:	82.50
PHILLIP JAY WILLARDSON	10/05/18	MOWING 9/18/18	GENERAL FUND	CODE ENFORCEMENT	35.00_
				TOTAL:	35.00
WINE MERCHANTS	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	869.00
	10/05/18	WINE	LIQUOR	NON-DEPARTMENTAL	450.00
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	7.61
	10/05/18	FREIGHT	LIQUOR	O-SOURCE MISC	5.49_
				TOTAL:	1,332.10
WINFIELD SOLUTIONS LLC DBA WINFIELD UN	10/05/18	CHEMICALS	RECREATION	SOCCER COMPLEX	4,025.63_
				TOTAL:	4,025.63
WORTHINGTON BUILDING MATERIALS INC	10/05/18	WEATHER STRIP, 2X4 TREATED	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	26.20_
				TOTAL:	26.20
WORTHINGTON FIRE DEPT RELIEF ASSOC	10/05/18	FIRE STATE AID	GENERAL FUND	FIRE ADMINISTRATION	55,108.59
	10/05/18	SUPPLMNTL PENSION BENEFIT	GENERAL FUND	FIRE ADMINISTRATION	13,112.82_
				TOTAL:	68,221.41
WORTHINGTON HOUSING AUTHORITY	10/05/18	OFF-PEAK LED LIGHTING	ELECTRIC	CUSTOMER INSTALL EXPEN	1,723.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	1,723.92
YMCA	10/05/18	CAL MGMT SEPTEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	3,422.13
	10/05/18	50% GRONINGA-STOOP, SIDEWA	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	2,192.55_
				TOTAL:	5,614.68
ZABINSKI BUSINESS SERVICES INC	10/05/18	SOFTWARE UPDATES	LIQUOR	O-GEN MISC	299.25_
				TOTAL:	299.25

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

101	GENERAL FUND	128,974.72
202	MEMORIAL AUDITORIUM	3,061.78
207	PD TASK FORCE	1,908.49
229	RECREATION	19,617.65
231	ECONOMIC DEV AUTHORITY	37,573.69
401	IMPROVEMENT CONST	10,891.55
431	AQUATIC CENTER FACILITY	12,592.55
601	WATER	112,181.02
602	MUNICIPAL WASTEWATER	54,954.00
604	ELECTRIC	51,376.64
605	INDUSTRIAL WASTEWATER	70,258.07
606	STORM WATER MANAGEMENT	940,460.45
609	LIQUOR	142,638.98
612	AIRPORT	46,943.90
702	DATA PROCESSING	314.27
705	HEALTH INS PLAN (TPA)	4,960.00
873	GARBAGE COLLECTION	86,440.62
878	WASTE MANAGEMENT COLL	7,246.00
882	TOURISM PROMOTION	21,280.49

GRAND TOTAL: 1,753,674.87

PACKET: 02936 PAYROLL 10/5/18 - 9
 VENDOR SET: 01 CITY OF WORTHINGTON
 BANK: 1 WELLS FARGO-CITY

*** DRAFT/OTHER LISTING ***

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	10/10/2018			000732	7,123.97
E00088		EFTPS	D	10/10/2018			000733	49,479.10
M00309		MINNESOTA STATE RETIREMENT SYSTD		10/10/2018			000734	1,060.00
O00021		OPTUM HEALTH FINANCIAL	D	10/10/2018			000735	1,992.95
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		10/10/2018			000736	42,267.67
S00202		STATE OF MINNESOTA DEPT OF REVED		10/10/2018			000737	10,516.17

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	112,439.86	112,439.86
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	112,439.86	112,439.86