

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, January 28, 2019

City Hall Council Chambers

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. INTRODUCTIONS AND OPENING REMARKS

C. AGENDA ADDITIONS/CHANGES AND CLOSURE

1. Additions/Changes
2. Closure

D. CONSENT AGENDA

1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of Annual Meeting January 14, 2019
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Water and Light Commission Minutes of January 22, 2019
 - b. Water and Light Commission Minutes of January 7, 2019
 - c. Worthington Public Arts Commission Minutes of December 20, 2018
 - d. YMCA Board of Directors Minutes of December 17, 2018
 - e. Southwest Regional Development Commission Minutes of December 18, 2018
 - f. Southwest Regional Development Commission Minutes of November 18, 2018
 - g. Park and Recreation Advisory Board Minutes of November 29, 2018
 - h. Heron Lake Watershed Board Minutes of November 20, 2018
 - i. Worthington Economic Development Authority Minutes of January 14, 2019
3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Application for Exemption from Lawful Gambling Permit -
Worthington Firefighters Relief Association

b. CITY COUNCIL BUSINESS - COMM/ECON DEVELOPMENT
(GRAY)

Case Item(s)

1. No-Build Easement and Agreement

4. BILLS PAYABLE (WHITE)

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

E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Second Reading Proposed Ordinance - Change of Zone - Property Located Along South Crailsheim Road South of Sutherland Drive

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Acceptance of Program Funds - Re/Max
2. Acceptance of Program Funds - Spomer
3. Consideration of Public Comment on Body Worn Camera Program and Policy

G. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

1. Professional Services Contract for Preparation of Residential Development Layout
2. Professional Services for Fox Farm Road Bridge Replacement

H. 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

I. CITY ADMINISTRATOR REPORT

**J. CLOSED SESSION UNDER MINN. STATUTE § 13D.05, SUBD. 3(C)(3) -
REAL ESTATE ACQUISITION- PARCEL NO. 31-3845-000 -
ADMINISTRATIVE CASE ITEM 2 (WHITE)**

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

K. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
ANNUAL MEETING, JANUARY 14, 2019**

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. Honorary Council Member: Orville Jansen.

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

Others present: Justine Wettschreck, KWOA; Leah Ward, The Globe; Mike Bourquin; Kelly Meyer; Dennis Rick; Molly Truesdell; Jess Noble; Ryan Weber; Tim Blume.

The Pledge of Allegiance was recited.

HONORARY COUNCIL MEMBER

Mayor Kuhle introduced Orville Jansen as the Honorary Council Member for the months of January, February, and March 2019.

AGENDA CLOSED / APPROVED WITH ADDITION

Staff requested the addition of item E.7. *Resolution Requesting Appointment by District Court Judge to Fill Vacancy on City of Worthington Charter Commission.*

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

CONSENT AGENDA APPROVED

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

- City Council Minutes of December 26, 2018
- Minutes of Boards and Commissions - Planning Commission / Board of Appeals Minutes of January 2, 2019; Water and Light Commission Minutes of December 17, 2018; Safe Roads Coalition Minutes of December 18, 2018; Worthington Housing and Redevelopment Authority Board Minutes of November 29, 2018; Worthington Charter Commission Unapproved Minutes of December 12, 2018
- Annual appointments as follows:
 - ▶ Designated the time and place of meetings as 7:00 p.m. on the second and fourth Mondays of each month in City Hall Council Chambers excepting that if the second or fourth Monday should fall on a recognized holiday the meeting will be held at the same time on the Tuesday immediately following, and special meetings shall be

- called as needed
- ▶ Appointed Janice Oberloh as the City Clerk for the period January 1, 2019 through December 31, 2019 and Melinda Eggers as Assistant City Clerk for that time period to act in the absence of the Clerk
- ▶ Designated The Globe as the official newspaper for the publication of all matters required by law to be published
- ▶ Designated official depositories for the City of Worthington as: Bank of the West, First State Bank Southwest, Fulda Area Credit Union, Rolling Hills Bank, United Prairie Bank, Wells Fargo Bank - and for investments: Worthington Federal Savings Bank, SWS Financial Services, Ameriprise Financial, Edward Jones Investments, and 4M Fund (League of Minnesota Cities sponsored money market)
- ▶ Annual Council Committee Appointments as presented
- Appointed Jesse Flynn as the City Attorney and Jeff Flynn and Candace Riordan as Assistant City Attorneys, appointed Mark Shepherd and Jim Malters as Special City Attorneys, for a one-year period from and after January 1, 2019 until December 31, 2019
- Fire Agreement between City of Worthington and Worthington Township
- Bills payable and totaling \$417,690.19 be ordered paid

THIRD READING AND ORDINANCE NO. 1130 ADOPTED TO REZONE CERTAIN PROPERTIES FROM "B-2" - CENTRAL BUSINESS AND "M-2" - GENERAL MANUFACTURING TO "B-2" - CENTRAL BUSINESS DISTRICT

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance that would rezone certain property from a mix of "B-2" - Central Business and "M-2" - General Manufacturing, to "B-2" - Central Business District as follows:

Those properties currently zoned "M-2" within the following described property shall henceforth be included in the "B-2" district:

That part of the northeast 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.

Adoption of the ordinance will correct an error in a previous ordinance adopted by Council.

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

ORDINANCE NO. 1130

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "M-2" (GENERAL INDUSTRIAL) TO "B-2" (CENTRAL BUSINESS DISTRICT)

(Refer to Ordinance File for complete copy of Ordinance)

THIRD READING AND ORDINANCE NO. 1131 ADOPTED TO REZONE CERTAIN PROPERTIES FROM "B-3" - GENERAL BUSINESS TO "B-2" - CENTRAL BUSINESS

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance to rezone certain property from "B-3" - General Business to "B-2" - Central Business as follows:

The following legally described area, presently included in the "B-3" district, shall henceforth be included in the "B-2" district:

That part of the southeast quarter of Section 23, 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 southeasterly right-of-way line of First Avenue; thence southwesterly along the southeasterly right-of-way line of First Avenue to its intersection with the southwesterly right-of-way line of Tenth Street, thence southeasterly along a southeasterly extension of the southwesterly right-of-way line of Tenth Street to the northwesterly right-of-way line of the Union Pacific Railroad; thence southwesterly 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.

Adoption of the ordinance will clarify the legal description of a triangular piece of property included in a previous ordinance adopted by Council that was questioned by the County Recorder.

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

ORDINANCE NO. 1131

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "B-3" (GENERAL COMMERCIAL) TO "B-2" (CENTRAL BUSINESS DISTRICT)

(Refer to Ordinance File for complete copy of Ordinance)

THIRD READING AND ORDINANCE NO. 1132 ADOPTED TO REZONE CERTAIN PROPERTIES FROM "M-2" - GENERAL INDUSTRIAL TO "B-3" - GENERAL BUSINESS DISTRICT

Pursuant to published notice, this was the time and date set for the third reading of a proposed ordinance that would rezone certain properties from "M-2" - General Industrial to "B-3" General Business District as follows:

The following legally described area, presently included in the "M-2" district, shall henceforth be included in the "B-3" district:

That part of the northeast quarter of Section 26, Township 102 North, Range 40 West, Nobles County, Minnesota lying northwest of the centerline of Sherwood Street, northeast of the centerline of South Lake Street, east of the center line of Lake Street, and southeast of the northwesterly right-of-way line of the Union Pacific Railroad.

Adoption of the ordinance will clarify language that was unclear in a previous rezoning ordinance adopted by Council.

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

ORDINANCE NO. 1132

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "M-2" (GENERAL INDUSTRIAL) TO "B-3" (GENERAL BUSINESS DISTRICT)

(Refer to Ordinance File for complete copy of Ordinance)

THIRD READING AND ORDINANCE NO. 1133 ADOPTED TO REZONE CERTAIN PROPERTY FROM "B-3" - GENERAL BUSINESS TO "R-4" - MEDIUM DENSITY RESIDENTIAL

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to rezone certain property from "B-3" - General Business, to "R-4" - Medium Density Residential as follows:

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

Lots 2, 3, 4, 5, and 6, Block 6, East Addition to Worthington, Nobles County, Minnesota.

Adoption of the ordinance will correct an ambiguous legal description in a previous ordinance adopted by Council to clarify the zoning of the subject property is to be included in the "R-4" District.

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

ORDINANCE NO. 1133

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "B-3" (GENERAL COMMERCIAL) TO "R-4" (MEDIUM DENSITY RESIDENTIAL)

(Refer to Ordinance File for complete copy of Ordinance)

ELECTION OF MAYOR PRO TEM

Section 2.02 of the Worthington City Charter states that at the Annual Meeting the City Council shall, from its number and by ballot, elect a Mayor Pro Tem who shall preside over the meetings of the City Council during the absence of the Mayor from the City, or upon the inability of the Mayor, from any cause, to discharge the duties of the office.

Following distribution of ballots and voting, the following votes were cast:

Council Member Cummings 2
Council Member Harmon 3

Following vote tabulation by the Clerk, Council declared Council Member Harmon as Mayor Pro Tem for 2019.

COMPENSATION COMMITTEE RECOMMENDATION REGARDING CITY COMPENSATION PLAN APPROVED

The Joint City Council /Water and Light Commission Compensation Committee was recommending to their respective Boards that the City of Worthington Administrator and the Worthington Public Utilities General Manager be removed from the City Compensation Plan. Steve Robinson, City Administrator, said the reasoning was flexibility to retain and attract high quality executive personnel and the ability of the incumbents to negotiate union and non-union contracts on behalf of the City and Utilities without real or perceived conflicts of interest. Council Member Oberloh, who serves on the Compensation Committee, said the Administrator and Manager would negotiate their own contracts going forward.

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to approve the recommendation from the Compensation Committee.

RESOLUTION NO. 2019-01-02 ADOPTED DIRECTING PETITION TO FILL VACANCY ON THE WORTHINGTON CHARTER COMMISSION

At their December 26, 2018 meeting, Council approved the Nominating Committee recommendation to forward the name of Jay Vargas to the District Court Judge to be appointed to fill the unexpired term of Bob Demuth, Sr. on the City Charter Commission following Mr. Demuth's resignation. Staff was now requesting that Council adopt a resolution directing a petition to the court for the appointment.

The motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to adopt the following resolution ordering the petition:

RESOLUTION NO. 2019-01-02 (DIRECTING PETITION FOR APPOINTMENT)

(Refer to Resolution File for complete copy of Resolution)

PROPOSAL FOR DESIGN SERVICES AND BID DOCUMENTS FOR BEACH NOOK TRAIL AND UTILITIES PROJECT APPROVED

Todd Wietzema, Public Works Director, said, based on a recommendation from Brunton Architects and Engineers, Architects for the project, the Community Growth Committee was recommending the separation of the Beach Nook Bathroom building from the trail and utility portion of the project, allowing for substantial cost savings by allowing more local bidders to consider the building project.

Mr. Wietzema presented a proposal from Bolton and Menk for design and bidding services for the trail and utility upgrades portions of the project to include the following services at a proposed fee of \$9,350.00:

- Developing construction plans adapted from the original site designs
- Calculate the estimated quantities used for bidding
- Preparation of a project manual
- Provide bidding services, contract administration, and construction services
- Provide construction staking
- Review the project construction progress

Mr. Wietzema noted that should Council approve the proposal tonight Brunton Architects and Engineers will begin work on the building specs to be presented in February.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the proposal from Bolton and Menk for design services and bid documents for the Beach Nook Trail and Utilities project.

RESOLUTION NO. 2019-01-03 AND RESOLUTION NO. 2019-01-04 ADOPTED REAPPORTIONING SPECIAL ASSESSMENTS

Dwayne Haffield, Director of Engineering, said due to changes in property lines, two property owners have petitioned for reapportionment of special assessments.

South Lake Development LLC, the owner of that part of Lot 1, Block 1, South Lake Subdivision not included in the South Lake Condominium has expanded the condominium plat. South Lake Development LLC is also the current owner of the two condominium units in the expansion. The owners have petitioned for reapportionment of the special assessments for Sanitary Sewer Improvement No. 109 Trunk and Lateral, and Water Main Improvement No. 96 Trunk and Lateral. This is the third reapportionment and is for two of 25 planned condominium units on Lot 1.

The second request is from the owner of 1975 Woodland Court, who is purchasing the west 25 feet of the vacant parcel of land on the east side of their property. As a result of the reconfiguration of the properties, it is necessary to reapportion the balance of special assessments for Paving Improvement No. 109.

Staff was recommending Council adoption of the resolutions reapportioning the assessments as petitioned for.

The motion was made by Council Member Janssen, seconded by Council Member Oberloh and unanimously carried to adopt the following resolutions reapportioning the assessments:

RESOLUTION NO. 2019-01-03

RESOLUTION REAPPORTIONING THE SPECIAL ASSESSMENTS FOR SANITARY SEWER IMPROVEMENT NO. 109 AND WATER MAIN IMPROVEMENT NO. 96

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2019-01-04

REAPPORTIONING THE SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENT NO. 109

(Refer to Resolution File for complete copy of Resolution)

PROCUREMENT OF AIRPORT ENGINEER FOR FEDERALLY FUNDED PROJECTS TO BE CONDUCTED WITHIN NEXT FIVE YEARS AUTHORIZED AND SELECTION PROCESS APPROVED

Dwayne Haffield, Director of Engineering, said because the City receives a large amount of federal funds for improvements to our municipal airport, the City is obligated to adhere to certain requirements, including the selection process for the procurement of professional services. Those requirements include:

- The consultant is to be selected through a qualifications based selection process.
- The selection process must allow for open and free competition.
- The services to be solicited are limited to identified projects that are initiated within five years of the date the contract is signed by the consultant.

The contract is limited to those projects that are identified at the time of consultant selection. The current Professional Services contract with the firm of Bolton and Menk was approved by Council April 14, 2014, and will terminate at the end of April, 2019. Mr. Haffield said, not only is the term about up, but the project that we are looking to do next was not in the CIP at the time we did the last solicitations - we want to get going on the next selection process. A contract will come forward at the end of the selection process, and we want to have a contract wrapped up for a design grant at the end of this fiscal year. Mr. Haffield said we get entitlements of \$150,000 a year and we can only accumulate three years. What we have now is not enough for this project, which is scheduled for next year, but it is proposed to utilize part of the existing entitlement balance to fund the project design in 2019. Doing so will save us from losing \$20,000 in accumulations.

The motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to authorize procurement of Airport Engineer for federally funded projects to be conducted in the next five years and to approve the selection process.

AUTHORIZATION PROVIDED TO EXECUTE CD 12 FLOOD MITIGATION GRANT AGREEMENT AMENDMENT

The original term of the grant for the CD 12 flood mitigation expires January 19, 2019, however, the delay in the award of the Phase 2 grant would not allow closeout to be completed by that date. Staff presented an amendment to the grant agreement that would extend the effective period to January 19, 2020.

The motion was made by Council Member Cummings, seconded by Council Member Oberloh and unanimously carried to authorize the Mayor and Clerk to execute the CD 12 Flood Mitigation Grant Agreement Amendment.

FIRST READING PROPOSED ORDINANCE AMENDING TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA TO REZONE PROPERTY FROM "R-1" (ONE FAMILY DETACHED) TO "R-5" (MULTI-FAMILY, MEDIUM AND HIGH DENSITY)- SOUTH CRAILSHEIM ROAD SOUTH OF SUTHERLAND DRIVE

Midwest Sustainable Construction, LLC submitted an application to rezone 8 acres owned by Tim Blume from its current "R-1" - One Family Detached designation to "R-5" - Multi-Family, Medium and High Densit. The property is located along South Crailsheim Road just south of Sutherland Drive and is legally described as:

That part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 28, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the southeast corner of Glenwood Heights First Addition, according to the recorded plat thereof; thence on an assumed bearing of South 89 degrees 37 minutes 02 seconds West, along the south line of said Glenwood Heights First Addition, a distance of 330.01 feet to the southwest corner of said Glenwood Heights First Addition; thence continuing South 89 degrees 37 minutes 02 seconds West a distance of 107.17 feet; thence South 0 degrees 24 minutes West a distance of 120.01 feet; thence continuing South 0 degrees 24 minutes West a distance of 671.74 feet; thence North 89 degrees 37 minutes 02 seconds East a distance of 443.18 feet to the west right of way line of County State Aid Highway No. 10; thence North 0 degrees 02 minutes 04 seconds West, along said west right of way line, a distance of 791.70 feet to the point of beginning.

The Planning Commission considered the request at their January 2, 2019 meeting, and after holding a public hearing, voted 3 - 2 to recommend City Council approval of the proposed change of zone.

Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, said the City's Comprehensive Plan shows the future land use of the parcel is low density residential.

Mike Bourquin, Sustainable Construction LLC, was at the meeting and said they were requesting the change of zone to allow for construction of two 27-unit apartments and an assisted living and daycare hooked to it. Mr. Bourquin said their investors were not looking at the Worthington location for high-end income for rentals like Sioux Falls and the Twin Cities so they need to make it attractive. At some point they would like to add a coffee shop. They would offer one and two bedroom apartments, which would be ADA compliant and would include an elevator. Maximum rent would be close to \$1,000 for a two bedroom, with options for a smaller two bedroom. In response to a question from Council, Mr. Bourquin said if they get the housing grant they are seeking, they would be tied to market rate rents. They are looking at \$895 for a single bedroom apartment and \$995 for a two bedroom apartment. The third floor apartments would have higher-end finishes - executive style.

Council Member Oberloh noted that when the people who live out there purchased their lots, the master plan showed these lots to be of a higher density, but for twin homes. He also noted that the plan before them now showed all the traffic to access the development off of Sutherland Drive, but the master plan document showed the development with access off of Crailsheim Drive. Council and staff discussed the traffic concerns at length.

Steve Robinson, City Administrator, noted that if the first reading was approved tonight it would be the first step in moving forward with the grant, and Council would still need to approve the matching funds required for the grant. Dwayne Haffield, Director of Engineering, added that work would need to be done on the storm water pond as the current pond would not meet specifications. Council Member Oberloh asked if covenants could be put on the property so it wouldn't become subsidized housing if this doesn't work - west is the only direction for residential development and we need to keep the standards there and protect the area. Mr. Brisson said the state would need to know that the zoning was approved for the development before granting any funding. Council could consider additional re-zoning if the project doesn't go.

Mayor Kuhle asked if there was anyone present who wished to speak for or against the project:

Kelly Meyer - It's a traffic and safety issue. His calculation showed an additional 450 cars per day for that development. If this zoning is changed to an R5 and this falls through, anything could go in there. It's a spot zoning issue. Mr. Meyer asked if there were any other locations where this could go. Jason Brisson responded, noting that the comp plan, which did indicate other available locations, was out of date and that we would need to bulldoze or annex to have other locations. Mr. Meyer added that HRA Director Randy Thompson had told him that their market rate housing units have been hard to fill. Council Member Cummings said the large employers in town have been telling him that we need this high-end housing in town to attract employees.

Dennis Rick - asked if the project gets approved will they ask for TIF? Mr. Brisson said the City would be required to pay a local share of \$434,000, to which Mr. Robinson added that it would probably be through TIF. Mr. Rick said traffic would be an issue unless dramatic changes were made, adding that it needs to be moved somewhere else.

Ryan Weber noted that Mike Bourquin would do a good job on the project, and that his "no" vote on the Planning Commission was strictly related to the traffic issue.

Dwayne Haffield, Director of Engineering, said if we looked at the intersection of Collegeway with Crailsheim Drive which supports the apartments there and the Y, etc., there are no turn lanes but it works. Council Member Ernst said this is a good opportunity for day care, we've talked about it. She understands the concerns about traffic but we need to ask will this be good for the city. Mayor Kuhle said we need to push our engineers to deal with the traffic.

The motion was made by Council Member Janssen and seconded by Council Member Harmon to give a first reading to the proposed ordinance to rezone.

Council Member Cummings asked if it was rezoned to R-5 now is there a way to attach something to it that says it must remain market rate. Mr. Robinson said that staff could not answer that tonight. Council Member Oberloh said he could not support the request without that information. Council Member Oberloh also noted that he remembered that property at one time being zoned agricultural for the Blume family. Tim Blume, who was in attendance, agreed. Staff will investigate.

The following Council Members voted in favor of the motion: Janssen, Cummings, Ernst, Harmon; and the following Council Members voted against the motion: Oberloh. Motion carried.

RESOLUTION NO. 2019-01-05 ADOPTED ACKNOWLEDGING EXPIRATION OF TAX INCREMENT FINANCING DISTRICT NO. 13 (BEDFORD TECHNOLOGY PROPOSED PROJECT) IN THE CITY OF WORTHINGTON

In 2008, the Worthington Economic Development Authority (EDA) and the City Council established a Pay-As-You-Go Tax Increment Financing (TIF) district to financially assist with eligible site improvements related to the construction of B & R Ventures, L.L.C.'s planned 36,000 square foot manufacturing facility located at 1180 27th Street.

Structured as a Pay-As-You-Go district, the developer paid for the TIF eligible expenditures at the time of the development and is being paid back with interest with semi-annual TIF payments from the City/EDA. Per the agreement, the City is obligated to continue to make the semi-annual payments until the principal is paid or until the payment due February 1, 2019, whichever occurs first. Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, said with TIF revenues not meeting projections, the full amount of repayment will not be achieved.

City staff will make the February payment on January 15, 2019. The new facility will generate approximately \$69,950 in new tax revenue annually, with the City's share at approximately \$35,800.

A decertification resolution was presented to and adopted by the Worthington EDA at their earlier meeting, and staff was recommending Council adoption of a similar resolution.

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to adopt the following resolution acknowledging the expiration of TIF District #13:

RESOLUTION NO. 2019-01-05

A RESOLUTION ACKNOWLEDGING THE EXPIRATION OF TAX INCREMENT FINANCING DISTRICT NO. 13 (BEDFORD TECHNOLOGY PROPOSED PROJECT) IN THE CITY OF WORTHINGTON, MINNESOTA

(Refer to Resolution File for complete copy of Resolution)

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - No report.

Council Member Janssen - Reported on a NEON meeting.

Council Member Oberloh - No meetings to report on but noted progress on the brewery project.

Council Member Cummings - Attended a meeting on Thursday regarding the Dugdale Development property - four local contractors and a realtor were represented. The committee looked at three design groups for the layout of the property and made a recommendation to go with Bolton and Menk, which will come forward to City Council for approval.

Council Member Ernst - No report.

Council Member Harmon - Had a Water and Light Commission meeting last Monday, and had a coffee at the CAL.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, asked Jason Brisson, Director of Community Development, Planning, Zoning and Building Services, to provide an update to Council on a couple of projects:

- The Orthodox Church - an MOU is in place and a site plan was provided - after getting feedback on the plan from the City, the group is working with a consultant on a revised plan.
- Regional Park Designation for the former Prairie View Golf Course - following feedback from the Commission on our first application, we have resubmitted and are waiting to hear back.

Mr. Robinson reported that he will be meeting with the theater people on Thursday - he's met with the owners of four different properties and is looking at potential sites for the project. He will be in St. Paul on Wednesday to initiate the sales tax moving forward and has scheduled meetings with representatives.

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to adjourn the meeting at 8:58 p.m.

Janice Oberloh, MCMC
City Clerk

**WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
JANUARY 22, 2019**

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

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

Others present: Orville Janssen (Honorary Council Member)

AGENDA ADDITIONS/CLOSURE

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

CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on January 7, 2019
- Staff reports for December 2018
- Utility bills payable totaling \$102,534.04 for January 11 and January 18, 2019

FINANCIAL STATEMENTS AND SALES REPORTS

A motion was made by Commissioner Harmon, seconded by Commissioner Hayenga and unanimously carried to accept the financial statements and sales reports for December 2018.

COMPENSATION COMMITTEE RECOMMENDATION

At their January 14, 2019, regular meeting, the City Council approved a recommendation from the Compensation Committee, comprised of City Council members Alan Oberloh and Amy Ernst and Water and Light Commission members Gary Hoffmann and Lyle Ten Haken, to remove the City Administrator and Worthington Public Utilities General Manager positions from the City of Worthington Compensation Plan contingent upon Water and Light Commission approval.

A motion was made by Commissioner Weg, seconded by Commissioner Hayenga and unanimously carried to approve the Compensation Committee recommendation to remove the

Water and Light Commission Minutes

January 22, 2019

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City Administrator and General Manager positions from the City of Worthington Compensation Plan.

PROJECT UPDATE

Scott Hain, General Manager, provided the Commission with an update on various utility-related projects.

COMMISSION COMMITTEE REPORTS

There were no Commission committee reports.

GENERAL MANAGER REPORT

The General Manager had nothing additional to report.

ADJOURNMENT

A motion was made by Commissioner Weg, seconded by Commissioner Hayenga and unanimously carried to adjourn the meeting at 4:37 P.M. President Hoffmann declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
JANUARY 7, 2019

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

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

Others present: Julie Buntjer, Daily Globe

AGENDA ADDITIONS/CLOSURE

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

CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on December 17, 2018
- Utility bills payable totaling \$237,336.40 for December 21 and December 28, 2018, and January 4, 2019

WORTHINGTON PUBLIC UTILITIES TRAVEL EXPENSE POLICY

Scott Hain, General Manager, reported that at their December 26, 2018, regular meeting the City Council approved modifying the City of Worthington Travel Policy to include an adjustment in meal allowances and other minor language changes.

In order to maintain a uniform travel expense policy between the City of Worthington and Worthington Public Utilities, utility staff proposed to amend the current Worthington Public Utilities Travel Expense Policy to include the same general allowances for meals as follows along with other minor language changes.

Breakfast	\$13.00 (leave before 6:00 a.m.)
Lunch	\$14.00
Dinner	\$23.00 (return after 7:00 p.m.)

Copies of the City of Worthington Travel Policy and the current Worthington Public Utilities Travel Expense Policy with the proposed changes were presented to the Commission.

After discussion, a motion was made by Commissioner Weg, seconded by Commissioner Harmon and unanimously carried to amend Worthington Public Utilities current Travel Expense Policy to include the proposed changes as presented.

DISCUSSION ON LEWIS & CLARK REGIONAL WATER SYSTEM ALLOCATION

Scott Hain, General Manager, requested that discussion be held on what the Commission's philosophy from an economic development standpoint will be regarding the use of Worthington's allocation of Lewis & Clark water. After a lengthy discussion, it was the consensus of the Commission not to develop a written water use policy and to maintain our existing philosophy on the responsible and prudent use of our additional source of Lewis & Clark water when considering future economic development opportunities.

COMMISSION COMMITTEE REPORTS

Commissioner Harmon reported on the potential development of the area just to the south of the existing Glenwood Heights Addition on Crailsheim Road. The area being considered for development could potentially include two multi-family housing units, a care facility and a day care facility.

GENERAL MANAGER REPORT

The General Manager had nothing additional to report.

ADJOURNMENT

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

Deb A. Scheidt
Secretary to the Commission

The Worthington Public Arts Commission Meeting was called to order by Chair, Gail Holinka on Thursday December 20, 2018 at 5:15 PM with the following members in attendance: Cheryl Avenel-Navara, Gail Holinka, Kelly Henkels, and Antonio Madrigal-Ordaz.

The minutes of the October 18, 2018 meeting were approved as presented on a motion by Antonio, seconded by Gail and passed.

Gail gave an update on the Partnership Art- Artmobile project- The City Council had tabled the MOU since they did not feel a MOU with the WPAC was necessary, since the WPAC is already a part of the City. Artmobile Artists still feel the need to have the MOU with the City, so the agreement is in writing. If a decision would be made to dissolve the partnership, the artists will retain the rights to the Artmobile. It was also part of the final grant agreement with the SWMHP to see the plan for ongoing programming. Gail was encouraged to revamp and resubmit the MOU.

Gail and Bobbie attended the Partnership Art Celebration in Granite Falls at Public Pioneer TV. They and other artists prepared presentations that were shared with other attendees. Public Pioneer had done a video from footage gathered last summer on the Artmobile, highlighting the efforts of the project. It was very well done; Gail will request a copy to show to share. The Winter Wonderland Parade entry and parade went well for the Arts Commission/Artmobile. A nice crowd had gathered for the event.

Bobbi and Gail are working on summer Artmobile programming. They were awarded a \$1000 grant from the Science Museum. They are working on final documentation now. They are also planning to coordinate a project with students at WHS and hope to display the work at the International Festival in July. Gail will make contact with the Festival Chair.

Chelsea emailed Gail to update her on the new proposed Partnership Art work they were planning to do in Worthington. The SWMHP is going through some new staffing changes and they have many other things going on in the organization. Chelsea said *"the Leadership Team has decided not to move forward with any external ArtPlace related projects that weren't already underway. Even though discussion on the potential Worthington Public Arts Planning project had been occurring for some time, and went through various iterations throughout the ArtPlace effort, though we hit some road blocks along the way that made it difficult to gain the momentum needed to launch an effort."* This is unfortunate for Worthington. There were many positive things in discussion, i.e. the end of Main project, a PAMP for Wgtn, etc.

There was no report on the Community Growth—Harmony Park/Splash Pad/End of Main Street projects. We do not believe anything new has happened. Gail will check with Amy on the progress for the Pavillion/Farmer's Market space and whether a call for artists should be made. This will be on the next agenda.

Gail and Cheryl compiled a public art inventory list to consider for signs. Many of the projects listed title, artist name, and medium but lack an artist's statement. Gail will go ahead and contact Rod Harvey for mock ups for the main information. The commission agrees that some artwork will need more information than others will. Some are necessary so the community can understand the meaning behind the work. Gail hopes to share new information from Rod at the next meeting. The hope was to have them decided on with estimates approved and voted on, so that the allocated funds can be used soon.

The City's Public Works Department plans to install and cover the costs of placement of the Soccer Ball Sculpture at Buss Field. A "Buss Field" sign is planned to be arched above the soccer ball. Rod Harvey has been working on the sign details. The location for the sculpture is planned for the grass area on the left side of the entrance at Buss Field.

The proposal for a mural on the Hidden Barrel business is not moving forward at this time at the owner's request. Jason told Gail they had decided to hold off for now due to, "ongoing maintenance of the mural given the proposed medium and existing structural components of the building". If they decide to pursue it later on, Jason let them know the WPAC had approved the submitted design and if things change it would need to go back to the commission.

The SMOC bus route is still not established. Planters were all placed on sites but have been stored for the Winter months to help preserve them longer. They will be moved back out in the spring and hopefully a route will be running at that time.

The committee will need to look at the length of terms and renewal options for Commission members and the Chair position. Nominations for Chair and Commission members should be made to Janice Oberloh in the City Office.

At the next meeting, we will set the date for the 2nd Annual Ice Cream Social. Gail will contact Tammy Makram at the Auditorium to determine availability. The comparable date would be May 5th. Gail will purchase clay and glazes for ceramic bowls, which her class can produce for us.

Renewing/Joining (could not remember if we were already members) SMAC (Southwest Minnesota Arts Council) was discussed. Kelly moved with a second by Chery that we become members of SMAC. The motion carried.

The meeting adjourned at 5:55 PM. The next meeting will be January 17th at 5:15 PM in the Council chambers.



PINK

Worthington Area YMCA – DeGroot Family Center Board of Directors Meeting Minutes December 17, 2018 – Kenton Meier, Presiding

Board Members (Those present are shown in bold): Joe Vander Kooi, Jeff Williamson, Chad Nixon, Colin O'Donnell, Tammy Koller, Kenton Meier, Dennis Weeks, Julie Lopez, Randy Thompson, America Voss, Chad Cummings, Bill Gordon, Jennifer Weg, Adam Blume, and Mark Schreiber.

Staff Present: Andy Johnson, Kris Hohensee

Call to Order: Chad called the meeting to order at 12:00 p.m.

Invocation: Dennis Weeks gave the invocation

Consent Agenda

*Approval of Consent Agenda

- Board of Directors November Meeting minutes
- November Treasurers/Finance Committee Report.
- 2019 City/YMCA recreation contract
- Board Member resignation
- ~~Payroll program "Paycom" (proposal and in Minutes of Finance Committee included in packet)~~

Motion to approve the consent agenda as presented was made by Randy Thompson and supported by Joe Vanderkooi, discussion held on the last-minute removal of the Payroll Program, motion passed.

Board of Directors Business:

❖ **Committee/Task Force Updates**

- **Board Development: (did not meet)**
- **Finance Committee: (minutes in packet, items included in consent agenda)**
 - Meeting Highlights
 - 2019 Budget Recommendation – Tammy reviewed the Budget process and mentioned they have an overreaching goal to try and start funding the depreciation, Andy was tasked with building up the membership revenue with a FTE for better tracking. There was as small amount that was included in for transportation, line item 5900 has a significant increase for bussing, service contracts such as boiler and cleaning, a new server is due in 2019 that was included as well. Tammy mentioned that there have been several drafts that the committee have reviewed. Randy asked to have the aquatics wages decrease explained further, America asked what the intentions of the transportation funds were, Joe spoke to this saying that it is just a starting point to get our feet wet in trying to find a solution to the problem with a possible lease or rental of a form of transportation, but not necessarily a purchase. Colin asked how those decisions were going to be made, Andy mentioned that staff were evaluating programs and it would be brought forth to one of the committees. There was discussion on the fact that all the task forces are trying to resolve this issue and it should perhaps be tasked to only one or possibly create a new committee focused on just transportation.

Motion was made by Jeff Williamson to approve the budget as presented, supported by Dennis Weeks, motion passed.

- **Child Care Task Force (minutes included in packet)**
 - Meeting highlights – Minutes need to be corrected. The committee decided that we are not ready to take the lead on Infant/Toddler daycare and that the focus would be more on programs to assist with activity options for this age group. Day Camp was discussed and that the goal is to expand the hours

WORTHINGTON AREA YMCA – DEGROOT FAMILY CENTER

1501 Collegeway

P 507 376 6197

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

to begin right after school is out and continue until the new school year begins. Staffing issues were mentioned and that the college kids will be gone early to mid-August and high school kids start activities early. After school programs were being evaluated and what kind of programs were needed, space and location of these programs were also discussed and going to be evaluated again. Marketing was talked about and how to go about getting the information out to more than the schools, but to other organizations and the nontraditional locations. Discussion was also held on summer preschool programs such as Day Camp, many parents are not willing to give up a spot in daycare for participation in a regular program such as day camp.

➤ Youth Task Force

- Meeting Highlights – Kenton highlighted the meeting with reviewing the reports that the committee looked over. These reports were how many Youth memberships and how many youths on family memberships, Program participation on members vs nonmembers, talked about the transportation issues, providing nutritional snacks like the program in Duluth that Andy was going to check into. Zack & Jensen were working on program marketing, and discussion on turning day fees into memberships, discussion on the barrier of a cash payment versus automatic bank withdrawals and could we take cash payments.
- Adam brought up that the focus is on children but if we reach out and grab the parents with extended hours we could possibly get more memberships. Andy mentioned that we do stay open later in the Winter time and that he can see a better option in opening earlier rather than staying open later. America brought up that JBS shift change is at 9pm, if we were open past 10pm they would be able to come out and use the facility after work like the other shifts are able to do, she also felt that there were other businesses that had a similar shift change in town.
- America also mentioned that she feels that there is a great need for homework help programs, as the ones after school students need to qualify for, and not all average kids have the everyday assistants at home. Example she gave was math is universal no matter the language, but English or Social Studies parental assistance would not be there if they are not sound affluent English speakers. She also felt that there needs to be a more personal engagement in companies and the school by going to the companies and speaking to the employees and management.

➤ Diversity Task Force (Meeting postponed)

- America reminded everyone of the JBS Community Leaders Forum on January 15th. Kris will send out a meeting invite and reminder, we would like to see 10-15 people attend.

Executive Director Items:

- Adult Soccer Requests – This is going well so far but no word on Sunday league.
- Y Cruise Dinner Needs
 - Auction Item Procurement Team (1-2 People) Andy mentioned that there was a need for a couple of people to go out and obtain the auction items. If anyone was interested or know someone to please let Andy know.
 - Ticket & Table Sales Team Meeting – January 4th – Happy Hour Rally – information will be explained at this meeting, place will be determined yet.
- Fairmont Update – and MOU was presented to them, Andy has attended their Town Hall meeting regarding bringing in a Y to the town, we felt there was good engagement. They still have about 10 million dollars to raise towards the project and Andy encouraged them to talk about that in greater detail before they get down the road to far.
- Vacation – Andy will be on vacation the end of the year, if there was anything that anyone needs he would be available via email or phone.

- Christmas baskets – Bikes for Kids – This went well and there were only 5 bikes out of 66 that did not get picked up. The school arranged to pick them up and will get them distributed.

Upcoming Y Events: Winterfest 1/19/19, Girls Basketball classic 1/26/19

Other Business:

- Andy mentioned that the WRHF has requested that all past fund recipients participate in Winterfest in some way as they are the recipients of the Deep Freeze Dip funds this year. Andy mentioned that Zack and Kris will be jumping on behalf of the staff, after discussion both Jason and Adam will also be jumping on behalf of the board.

Next Month Meetings:

- Next Board Meeting: Monday, January 28, 12:00pm
- Board Development: January TBD, 5:15pm at the Y
- Finance Committee: January 23, 4:30pm at the Y
- Child Care Issue: February 4, 12:00pm at the Y
- Diversity: January TBD
- Youth Development: January 8, 5:15pm
- Executive Committee: TBA as needed

Adjournment:

Respectfully Submitted by,
Kris Hohensee

Dennis Weeks-Secretary



MEMBERS PRESENT: Chairman Mike Kuhle, Commissioners Rick Anderson, Bob Byrnes, Miron Carney, Keith Elbers, Donna Gravley, Eloise Hauschild, Myron Koets, Hartwin Kreft, Paul Langseth and Richard Peterson

MEMBERS ABSENT: Commissioners Eric Hartman and Gerald Magnus

GUESTS PRESENT: Bob Van Hee (SRDC Commissioner)

STAFF PRESENT: Executive Director Jay Trusty, Annette Fiedler, Max Kaufman, Robin Weis and Jessica Welu

CALL TO ORDER

Chairman Mike Kuhle called the meeting to order at 3:34 p.m. with the Pledge of Allegiance followed by introductions.

AGENDA ADDITIONS/APPROVAL

Chairman Kuhle announced the following agenda additions. Following the Consent Agenda: Murray County Technical Services Contract Amendment. In Project Reviews: two project reviews for Commissioner consideration.

M/S/P Motion made by Commissioner Kreft and seconded by Commissioner Koets to approve the agenda with the additions as noted. Upon vote taken: Ayes-10, Nays-0. Motion Carried.

CONSENT AGENDA

Commissioner Rick Anderson asked that the Greater Minnesota Regional Parks & Trails Commission contract be pulled from the Consent Agenda Items.

M/S/P Motion made by Commissioner Byrnes and seconded by Commissioner Carney to approve the following consent agenda items: November Receipts & Expenditures Report, Southwest Regional Solid Waste Commission contract, Rural Minnesota Energy Board contract, Lincoln County contract, Jackson County RLF contract, City of Heron Lake RLF contract, and A.C.E. of Southwest Minnesota contract. Upon vote taken: Ayes-10, Nays-0. Motion Carried.

CONTRACTS

M/S/P Motion made by Commissioner Byrnes and seconded by Commissioner Koets to approve the contract with the Greater Minnesota Regional Parks & Trails Commission. Upon votes taken; Ayes-9, Nays-0, Abstain-Commissioner Rick Anderson. Motion Carried.

Physical Development Director Annette Fiedler referred Commissioners to their handouts detailing the Contract Amendment for Murray County Technical Services. The amendment extends the original contract term due to a timing delay on behalf of project participants.

M/S/P Motion made by Commissioner Gravley and seconded by Commissioner Anderson to approve the Murray County Technical Services Contract Amendment 2. Upon votes taken; Ayes-10, Nays-0. Motion Carried.

FINANCE REPORT

SRDC Treasurer Donna Gravley referred Commissioners to the Treasurer's Report, showing bank accounts and fund designations. Gravley provided a brief update on the status of the SRDC's FY2018 audit. The Audit Committee will meet next week and will present at the January Full Commission meeting.

M/S/P Motion made by Commissioner Kreft and seconded by Commissioner Hauschild to approve the Treasurer's Report as provided. Upon vote taken: Ayes-10, Nays-0. Motion Carried.

Executive Director Jay Trusty referred Commissioners to the Administrative Report through the end of November 2018.

M/S/P Motion made by Commissioner Koets and seconded by Commissioner Kreft to approve the Administrative Report as provided. Upon vote taken: Ayes-10, Nays-0. Motion Carried.

PROJECT REVIEWS

There were two project reviews presented for Board consideration. Discussion followed.

M/S/P Motion made by Commissioner Peterson and seconded by Commissioner Koets to accept the staff reviews completed on the Environmental Assessment Review on Prairie Feeder's Swine Feedlot in Pipestone County and the Minnesota Public Utilities Commission Review on the Blazing Star Wind Farm 2's Transmission Line Route Permit project. Upon vote taken: Ayes-10, Nays-0. Motion Carried.

COMMITTEE AND STAFF REPORTS

A. Development Report

Economic Development Director Robin Weis referred Commissioners to the meeting packet which contained staff summaries/updates. An annual update of the CEDS will be submitted by the end of the year. Weis highlighted the November 30th event in Worthington featuring the Embassy of the Democratic Republic of Congo to the USA who was interested in hearing about potential partnerships, including education and job shadowing as well as gap lending and mentoring programs. Chairman Kuhle provided additional information on the event to the Board. Weis also highlighted upcoming LYFT Career Pathways training sessions, the Minnesota Office of Broadband's launch of a state-wide broadband benchmarking initiative called

CheckSpeedMinnesota, PCs for People, CDL Roundtable held on December 11th, and a Chronic Disease Self-Management program discussed at the November CLT. Discussion regarding Broadband and discussion of child care listening sessions and child care shortages followed.

Development Planner Max Kaufman provide an update on All-Hazard Mitigation Plans for Redwood, Lincoln, Cottonwood, Pipestone and Murray counties. All plans are in the Draft Plan Finalization phase. Once the plans are finalized, they will go into public hearing phase.

Physical Development Director Annette Fiedler provided an update on the Solid Waste Commission and RMEB meetings on November 26th, and the SW CERT Hog Energy Savings Workshop held on November 15th. Staff have been working on encouraging Green Step Cities to submit their reports.

B. Legislative Committee Report

Committee Chair Miron Carney provided an update on the 2019 Legislative Agenda. The Committee has not met since October 11th. Agenda items include: broadband access, childcare, and workforce housing. The Legislative Committee plans to make visits to St. Paul during the 2019 legislative session. SRDC Chairman Kuhle announced the appointment of Keith Elbers to the Legislative Committee following Commissioner Magnus' retirement. Discussion of agenda topics followed.

C. Revolving Loan Fund

RLF Committee Chair Bob Byrnes referred Commissioners to their meeting packet which summarized recent RLF activities. As of the report, funds were available in the approximate amount of \$171,363, not including an early payoff from a Rock County business at the beginning of December. A payoff is expected from a Redwood County business before January 1st. Byrnes also noted two changes to the RLF Committee effect January 1st: Kurt Richardson from Currie State Bank replacing Daniels and Eric Hartman as the SRDC representative replacing Thompson. Economic Development Director Robin Weis also noted that several MADO Economic Development Planners, including SRDC, assisted the Federal Reserve Bank of Minneapolis with conducting a survey of local businesses on current business conditions. Survey results will be made available on the SRDC website.

PACE

Economic Development Director Weis referred Commissioners to their meeting packet for an update on the Property Assessed Clean Energy (PACE) Program. Funds are currently available in the approximate amount of \$93,275 (ARRA Funds only). Appropriation requests will go out prior to year-end. Weis noted that outreach requests after 12/31/18 will be referred to the PACE committee or RMEB members unless time and mileage reimbursement is available. Energy audit assistance is still available. Staff encourages members to assist with outreach in this area. If funds are not spent, they will need to be returned.

D. Transportation Report

Physical Development Director Annette Fiedler referred Commissioners to the meeting packet which summarized current activities, including: ATP 7, ATP 8, TA and SRTS projects, District Planning, Greater Minnesota Regional Transportation Organizational Planning Grant, TH 60

ribbon cutting, and upcoming CAV workshops on January 16 in Mankato and February 28 in Marshall. Fiedler referred Commissioners to the registration details in the meeting packet. Fielder also highlighted the Equity in Transportation interview that she, Development Planner Kaufman and Executive Director Trusty participated in.

Development Planner Max Kaufman provided an update on the Active Living Plans and Safe Routes to School Implementation, Toward Zero Deaths/Safe Roads, and Greater Minnesota Regional Parks and Trails Commission.

E. Executive Director's Report

Executive Director Jay Trusty reported on current activities, including the Regional Sustainable Development Partnership Meeting in Windom which highlighted deep winter greenhouses and a backhaul project, AMC Conference, and Highway 60 Ribbon Cutting. Geronimo Wind sent a letter regarding the Plum Creek Wind Farm Project. If the SRDC would like to meet with them regarding the project, they will. Trusty also informed Commissioners that the SRDC had received an invitation from the McKnight Foundation to apply for funding to assist with financing a new planner position to focus on Energy Planning. McKnight accepted SRDC's pre-application and Trusty completed a site visit this week and was informed to expect a proposal to extend the grant to two years for the final application. Trusty also announced the upcoming SRDC Orientation Workshop on February 2, 2019.

F. Chairman's Report

Chairman Mike Kuhle highlighted two ceremonies for the region: Highway 60 Ribbon Cutting and the Lewis and Clark Regional Water System connection in Worthington. Both projects are important accomplishments for the region. A discussion of the two projects followed.

UNFINISHED BUSINESS

No discussion.

NEW BUSINESS

No discussion.

OTHER ISSUES

Commissioner Van Hee discussed the Grow Own Summit which took place on November 8 in Marshall.

Commissioner Byrnes highlighted two new items: Loaves & Fishes in Marshall held an event serving its millionth meal, and Missouri River Energy Services is in works of creating a generation station near Marshall.

Discussion of these topics followed.

ANNOUNCEMENTS

Chairman Kuhle referred Commissioners to the announcements included on the agenda.

SRDC Commissioner vacancies exist from the following representation: Cottonwood County Municipalities, Cottonwood County Townships, Murray County Commissioners, and Lyon County Municipalities.

ADJOURNMENT

Chairman Kuhle adjourned the meeting at 5:00 p.m.

APPROVAL OF MEETING MINUTES

Meeting Minutes prepared by Jessica Welu, SRDC Communications Specialist.

Reviewed by:

Approved by:



Hartwin Kreft
SRDC Secretary



Mike Kuhle
SRDC Chairman



MEMBERS PRESENT: Chairman Mike Kuhle, Commissioners Larry Anderson, Rick Anderson, Bob Byrnes, Miron Carney, Pam Cooreman, Bill Crowley, Keith Elbers, Donna Gravley, Eloise Hauschild, Dennis Klingbile, Myron Koets, Bruce Kooiman, Hartwin Kreft, Gerald Magnus, Richard Peterson, Mic VanDeVere, Don Wachal, and Carol Wagner

MEMBERS PRESENT REMOTELY: Commissioner Jane Steffen and alternate Nora Murphy

MEMBERS ABSENT: Commissioners Vicky Bauman, Mike Davis, Paul DeBlieck, Stacie Golombiecki, Lori Grant, Daryl Hanenburg, Eric Hartman, Tim Jones, Paul Langseth, Maydra Maas, Ann Orren, Sherri Thompson, Bob VanHee, and Matt Widboom

GUESTS PRESENT: Jerry Wagner

STAFF PRESENT: Executive Director Jay Trusty, Dianne Crowley, Annette Fiedler, and Jessica Welu

CALL TO ORDER

Chairman Kuhle called the meeting to order at 3:35 p.m. with the Pledge of Allegiance followed by introductions.

AGENDA ADDITIONS/APPROVAL

There were no changes to the meeting agenda.

M/S/P Motion made by Commissioner Hauschild and seconded by Commissioner Kreft to approve the agenda as presented. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

COMMISSIONER APPOINTMENTS

Chairman Kuhle announced the following appointments to the Commission: Ron Skjong, representing Region 8 Cultural Diversity public interest group (2-year term); Jane Steffen and alternate Nora Murphy, representing the Lower Sioux Community (2-year term) and Tom Hoff, representing Southwest Minnesota Higher Education.

M/S/P Motion made by Commissioner Elbers and seconded by Commissioner VanDeVere to approve the appointments of Ron Skjong, Jane Steffen (alternate Nora Murphy), and Tom Hoff as presented. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

CONSENT AGENDA

M/S/P Motion made by Commissioner Kreft and seconded by Commissioner Crowley to approve the following consent agenda item: September 13, 2018 Full Commission Meeting Minutes, October 11, 2018 Board of Directors Meeting Minutes, and October Receipts & Expenditures Report. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

FINANCE REPORT

SRDC Treasurer Donna Gravley referred Commissioners to the Treasurer's Report, showing bank accounts and fund designations. The auditors have been working on putting the SRDC records into their computer software for review. They will be setting a timeline for completion of the audit and the onsite review in the near future.

M/S/P Motion made by Commissioner Elbers and seconded by Commissioner Cooreman to approve the Treasurer's Report as provided. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

Finance Director Dianne Crowley referred Commissioners to the Administrative Report through 10/31/18 in their handouts. Crowley informed Commissioners of one correction to the report, noting that equipment reserve usage and PACE reserve changes leaves operations with a decrease of \$(13,593), 10% of the budget.

M/S/P Motion made by Commissioner Kreft and seconded by Commissioner Gravley to approve the Administrative Report as provided. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

PROJECT REVIEWS

Two project reviews for LWECs to the Minnesota Public Utilities Commission were presented by staff to Commissioners: Lake Benton II Repowering and Fenton Wind Project Site Permit Amendment Application. Questions regarding project specifications were answered. Discussion followed.

M/S/P Motion made by Commissioner Koets and seconded by Commissioner Hauschild to accept the following Minnesota Public Utilities Commission project reviews as presented: Lake Benton II Repowering Application and Fenton Wind Project Site Permit Amendment Applications. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

COMMITTEE AND STAFF REPORTS

A. Budget & Personnel Report

The Budget & Personnel Committee met earlier in the day. Committee Chair Gravley reported that Communications Specialist Jessica Welu has successfully passed her probationary period and is being recommended to be placed on permanent employment status at the Commission.

M/S/P Motion made by Commissioner VanDeVere and seconded by Commissioner Anderson to approve the recommendations of the Budget & Personnel Committee to place Communications Specialist Jessica Welu on permanent status at the Commission. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

Committee Chair Gravley reported that the Budget & Personnel Committee discussed the health insurance increase received from the Coop of 28%. Due to the high increase, two meetings were held with all affected staff members in order to present information on possible alternatives. Major factors considered were employee access to networks, deductible increases, plan differences and cost. At this time, the Budget & Personnel Committee is recommending that the SRDC discontinue insurance with the Coop but continue with Blue Cross & Blue Shield under the Blue Access network with the SRDC's current agent. Staff members will be offered 2 options, one an HSA plan and one a deductible/copy plan. Under the HSA plan, the deductibles are higher than the SRDC's current

HSA plan; therefore, the Committee recommends that the amount of the HSA be increased to equal 55% of the single and family deductibles. Utilizing these plans and increasing the employer contribution to the HSA would increase the overall cost of health insurance for the SRDC by 4.1% instead of 28%.

M/S/P Motion made by Commissioner Anderson and seconded by Commissioner Kooiman to approve the recommendations of the Budget & Personnel Committee to discontinue insurance with the Coop but continue with Blue Cross & Blue Shield under the Blue Access network working with the SRDC's current agent as well as increase the amount of HSA contribution to 55% of the single and family deductibles. Upon vote taken: Ayes-18, Nays-0. Motion Carried.

B. Development Report

Executive Director Jay Trusty referred Commissioners to the meeting packet which contained staff summaries/updates. Trusty highlighted the Lower Sioux's EDA investment of \$4,490,615 (total project cost \$5,157,450) for the construction of the Lower Sioux Intergenerational Cultural Incubator. Lower Sioux Commissioner Alternate Nora Murphy provided an update on the project. Executive Director Trusty also highlighted the Blandin Broadband Community Vision meeting held in Rock County, Brownfield Conference, Regional Equity Work, and the Lincoln County Comprehensive Plan. All-Hazard Mitigations plan meetings are complete for all projects.

Physical Development Director Annette Fiedler highlighted the following activities: Murray County Ordinance update, the Solid Waste Commission meeting upcoming on November 26, recycling changes in the region, RMEB meeting and updates on CERT seed grants. The SW CERT will be hosting a Swine Energy Efficiency Workshop in Fairmont on November 15 and will hold a Steering Committee meeting on November 29 in Windom.

C. Revolving Loan Fund

Committee Chair Bob Byrnes referred Commissioners to their meeting packet which summarized recent RLF activities. Funds are currently available in the approximate amount of \$157,200. There are currently 37 active loans. Committee Chair Byrnes provided a brief history of the RLF program. Since the start of the program, there have been 142 RLF loans, 105 of which have been paid off. The RLF Committee is currently in need of a private sector lender to serve on the Committee following a retirement of a Committee member at the end of the year. Any recommendations can be sent to Economic Development Director Robin Weis.

PACE

Executive Director Jay Trusty referred Commissioners to their meeting packet for an update on the Property Assessed Clean Energy (PACE) Program. Funds are currently available in the approximate amount of \$165,214 (ARRA funds only). Weis has been directed to submit the ARRA 5 year extension by June 30, 2019.

D. Transportation Report

Committee Chair Gerald Magnus provided an update on upcoming ATP meetings. The ATP 7 meeting has been rescheduled for January 4, 2019 in Mankato. Physical Development Director Annette Fiedler referred Commissioners to the meeting packet which summarized current activities, including: Greater Minnesota Regional Transportation Organizational Planning Grant and Letter of Intent for TA and SRTS projects. Discussion of the projects followed. The CAV workshop is scheduled for February 28, 2019 from 1-4 p.m. at Southwest Minnesota State University in Marshall.

E. Executive Director's Report

Executive Director Jay Trusty reported on current activities, including the Broadband Coalition, Coalition of Greater Minnesota Cities, AMC and CERT. SRDC received an application to continue sponsoring Minnesota Housing Finance's Minnesota City Participation Program (MCP) — SRDC reached 284% of its goal in 2018. Trusty also provided an update on election results and provided a report on the NADO Conference attended by Commissioner Koets, Executive Director Trusty and Economic Development Director Weis in October.

F. Chairman's Report

No report.

REPORTS FROM COMMISSIONERS REPRESENTING LOCAL UNITS OF GOVERNMENT & PUBLIC INTEREST GROUPS

A. Lincoln County Commissioners

Commissioner Mic VanDeVere provided an update on current projects in Lincoln County.

B. Rock County Municipalities

Commissioner Keith Elbers provided an update on current projects in Luverne, Hills, and Beaver Creek.

C. Health & Human Services

Commissioner Ann Orren was unable to attend today's meeting.

UNFINISHED BUSINESS

No discussion.

NEW BUSINESS

No discussion.

OTHER ISSUES

A. SRDC Commissioner Recognition

The following Commissioners were recognized for their years of service on the SRDC: Larry Anderson, Pam Cooreman and Gerald Magnus.

ANNOUNCEMENTS

Chairman Kuhle referred Commissioners to the announcements on the agenda, including a listing of upcoming meetings in 2019. SRDC Commissioner Vacancies exist from the following representation: Cottonwood County Municipalities, Cottonwood County Town Boards, Lyon County Municipalities and Murray County Commissioners.

ADJOURNMENT

Chairman Kuhle adjourned the meeting at 4:55 p.m.

Approval of Meeting Minutes

Meeting Minutes prepared by Jessica Welu, SRDC Communications Specialist.

Reviewed by:



Hartwin Krefl,
SRDC Secretary

Approved by:



Mike Kuhle,
SRDC Chairman

City of Worthington
Park and Recreation Advisory Board Minutes
7:00 a.m. - Thursday, November 29, 2018

Members present: Joe Anderson, Alan Oberloh, Craig Stock, Joe Anderson, Dan Krueger, and Scott Langerud.
Members absent: Jacoba Nagel (excused)
Staff present: Todd Wietzema, Scott Rosenberg and Mindy Eggers.
Others Present: Andy Johnson and Cory Greenway

CALL TO ORDER

The meeting was called to order at 7:00 a.m. by Chairman Scott Langerud.

APPROVAL OF MINUTES

A motion was made by Alan Oberloh, seconded by Joe Anderson and unanimously approved to accept the minutes of the August 22, 2018 meeting.

APPROVAL OF AGENDA - ADDITIONS/DELETIONS

A motion was made by Joe Anderson, seconded by Alan Oberloh and unanimously approved to accept the agenda s presented.

PARK ADVISORY BOARD BUSINESS

2019 YMCA AGREEMENT

Andy Johnson gave a recap of the 2018 recreation programs that the YMCA administers for the City. Mr. Johnson explained the Day Camp had increased numbers as the all day format has become very popular for families. In the athletic areas there were some areas that saw decreases but others had increases. Cory Greenway stated that staff is trying to stagger activities allowing kids to participate in more that one activity.

A motion was made by Craig Stock, seconded by Dan Krueger and unanimously approved to accept the new 2019 YMCA agreement with the proposed 3.4% increase.

2019 PARK FEES

Todd Wietzema, Public Works Director stated that we are right in line with the current shelter fees and deposits compared to other communities. Mr. Wietzema added this year staff is requesting the deposit fee be forfeited if someone forgets the key and a staff member has to be called in to open the shelter house. Mr. Wietzema stated that it happened a few times over the summer and when a staff is called in it results in paying them overtime and is not cost effective.

A motion was made by Joe Anderson, seconded by Alan Oberloh and unanimously approved to leave the 2019 Park Fees the same as 2018 but start to charge the renter for the deposit if the key is forgotten and staff has to be called in.

2019 OLSON PARK CAMPGROUND FEES

Mr. Wietzema stated that more improvements are being made at the campground in addition to the 50 amp service and wi-fi that has already been added. Staff is proposing raising rates by \$1.00 for each category.

A motion was made by Dan Krueger, seconded by Craig Stock and unanimously approved to accept the proposed increase to the 2019 Olson Park Campground Fees.

2019 CONCESSION FEES

Mr. Wietzema explained that the last time the concession fees were increased was 2013. Mr. Wierzema stated that he had checked with area communities on what they charge and found

there were varying amounts. As an example, Fairmont charges \$25.00 per day for a vendor permit (food wagon) and ours varies between non-profit of \$65.00 per day and a profit fee of \$75.00 per day. Committee members asked how different festival events are handled. Mr. Wietzema explained that the Chamber of Commerce and King Turkey Day pay the per day non-profit amount and then they take care of coordinating the food vendors for each event. Alan Oberloh asked what the Chamber and King Turkey Day charge each vendor. Mr. Wietzema stated that he will check with the Chamber of Commerce and bring the information back to the next meeting.

SUPERVISORS REPORT

Mr. Rosenberg stated the Parks Department mowed late into the season with all of the rain this summer, fall spraying and leaf clean up were also delayed. Tree trimming has also been throughout the city.

OTHER BUSINESS

Mr. Wietzema said that all of the utilities are in for the splash pad but the weather didn't stay conducive to get the tank in the ground.

The Community Growth committee has recently met with the architects on finding some cost saving alternatives for the proposed construction of the Beach Nook. There are two bid packages being offered with a projected spring construction start date. Staff is also looking at options to keep the Beach Nook running during the construction process.

The Early Risers Kiwanis has also contacted staff about fund-raising for handicap playground equipment to be added to one of the parks.

ADJOURNMENT

A motion was made by Alan Oberloh, seconded by Craig Stock and unanimously approved to adjourn the meeting at 8:12 a.m.

Mindy Eggers
Assistant City Clerk

Heron Lake Watershed District (HLWD)
Regular Meeting
November 20, 2018

1. Call to Order

Bruce Leinen called the meeting to order at 7:00 p.m.

Managers present: Bruce Leinen, Jim Buschena, Harvey Kruger, Gary Ewert, and Wayne Rasche

Staff: Catherine Wegehaupt and Jan Voit

Others: Kevin Stevens, Cottonwood County and Jim Eigenberg, Jackson County

2. Agenda

Harvey Kruger made a motion to approve the agenda. Jim Buschena seconded this. Motion carried unanimously.

3. Summary of Conclusions

Bruce Leinen read the summary of the performance reviews for the Watershed Technician and District Administrator.

4. Minutes

Wayne Rasche made a motion to approve the minutes of the October 16 regular meeting. Gary Ewert seconded this. Motion carried unanimously.

5. Treasurer's Report

Jan Voit presented the treasurer's report and bills payable. Discussion was held about Jackson County Ditch 3 legal fees and the status of the appeal. Nothing new has transpired since the October meeting other than legal counsel preparation for negotiation and the trial. Harvey Kruger made a motion to approve the treasurer's report and pay the bills. Jim Buschena seconded this. Motion carried unanimously.

6. HLWD Project 6 Redetermination of Benefits (ROB)

Discussion was held regarding the need and process for initiating a ROB. Jan Voit summarized the Jackson County Commissioners' discussion regarding transfer of authority for Jackson County Judicial Ditch (JD) 3. Gary Ewert explained the difference between a determination of benefits through an improvement project and a ROB.

Harvey Kruger read Minnesota Statute § 103E.351, Subdivision 1 regarding ROB. *If the drainage authority determines that the original benefits or damages determined in a drainage proceeding do not reflect reasonable present day land values or that the benefited or damaged areas have changed, or if more than 50 percent of the owners of property benefited or damaged by a drainage system petition for correction of an error that was made at the time of the proceedings that established the drainage system, the drainage authority may appoint three viewers to redetermine and report the benefits and damages and the benefited and damaged areas.*

Gary Ewert explained that often times when a ROB is done the acres benefitted for a drainage system are much larger. That is because the ROB brings in acres that were not originally assessed. Today's technology provides a much more accurate means to determine the actual boundary of a drainage system. The larger drainage area and updated values give the drainage system increased ability to do repairs because there is more money in the ditch fund.

Discussion was held regarding the changes to the Kalfs property because of the USFWS easement on their property. Discussion was also held regarding whether land values can be changed because of a wetland restoration, Reinvest In Minnesota easement, or enrollment in the Conservation Reserve Program. A question was asked whether the land is valued at its highest and best use or as wasteland because it cannot be farmed. If a landowner enrolls in a government program for conservation, their drainage rights have been sold. Does that mean it exempts the land from benefitting from the existing drainage system?

A question was asked how it is handled if landowners are able to show the viewers that their tile has been disconnected from a system. A question was also asked that if land is tiled and doesn't outlet into the drainage system how the assessments are affected. Gary Ewert explained that the viewers meet with each individual landowner. If they have evidence through tile maps that show changes to the drainage system or the outlet, those acres are removed. The viewers' job is to reflect what is actually happening on the landscape.

Discussion was held regarding Minnesota Statute § 103E.351 regarding ROB. One of the reasons for a ROB is to tie the assessments to the value the land has today. A question was asked whether the items listed in the entire section had to be met or if only one of the criteria would have to be met for the ROB to be ordered. The statute states more than 50 percent of the landowners. In this case, only one person has asked for it. Land values are constantly changing. What would happen if several people came forward and requested a ROB? How would the board handle that situation?

A question was asked about future considerations on a system that has had a ROB in the last few years. If a landowner asks for their assessments to be changed because land values or land use has changed, how would the board handle that? How much time between ROBs is considered reasonable and justifies ordering a new one? All of these questions were discussed, but no definitive answer was available.

A question was asked about the per acre cost for a ROB. Gary Ewert stated that the viewers would need to know the acres of the drainage area in order to provide a cost estimate.

What is the reason for doing this ROB and what is the board basing their decision on when there is no improvement petition and no plans for an improvement on Project 6. Can the HLWD initiate a ROB without an improvement petition? The HLWD has ordered ROBs on Projects 2, 4, and 84-4A. These did not have petitions for improvements and no one is aware of any landowners' plans for requesting an improvement. These ROBs were done as part of Jackson County's systematic approach. The order to initiate the ROB on Project 6 was done at the recommendation of Ron Ringquist, Dave Macek, and Kevin Nordquist, not specifically at the request of landowners.

Gary Ewert will contact Ron Ringquist regarding this discussion and provide an update at the December meeting.

7. Grant Applications

Catherine Wegehaupt explained grant application ideas for two open grant rounds. These included Sustainable Agriculture Research and Education (SARE) and Minnesota Conservation Corps (MCC).

In the SARE grant application, the landowners plan to investigate the effects of cover crops on pre-emergent herbicides. The HLWD would assist with a newsletter mailing, education event, and reporting. Wayne Rasche made a motion to approve the letter of support for the SARE grant application. Jim Buschena seconded this. Motion carried unanimously.

Through the MCC grant application, the HLWD is asking for the assistance in implementing a cedar revetment project and maintenance on two HLWD properties that contain restored prairies. Jim Buschena made a motion to approve the MCC grant application submission. Wayne Rasche seconded this. Motion carried unanimously.

8. Minnesota Association of Watershed Districts (MAWD) Delegates

Harvey Kruger nominated Jim Buschena and Bruce Leinen to serve as delegates. Wayne Rasche seconded this. Motion carried unanimously. Bruce Leinen made a motion to appoint Harvey Kruger to serve as an alternate. Jim Buschena seconded this. In favor: Buschena, Ewert, Leinen, Rasche. Opposed: Kruger. Motion carried.

9. Reports

District Administrator

Jan Voit reported on MAWD Awards review, Small Watersheds Grant review, Project 6, BWSR Academy, viewers meeting, Civic Engagement Networking and Co-Learning Event, low interest loan program, HLWD resolution, Heron Lake Duck Summit, annual reports, winter workshop, Jackson County JD 19, Jackson County JD 30, North Heron Lake Game Producers Association request, grant applications, Drainage and Water Conference, Board of Water and Soil Resources board openings, HLWD Advisory Committee, and MAWD resolutions.

Jim Buschena made a motion to authorize up to \$250 to provide a meal for HLWD Advisory Committee members at their December meeting. Bruce Leinen seconded this. Motion carried unanimously.

Discussion was held regarding MAWD Resolution #1 proposing a per diem increase. The resolution says that increased per diem could be a tool to recruit and retain competent, thoughtful, forward-looking individuals. The managers believed that the driving factor for participation as a HLWD manager was commitment to the organization and the watershed's resources, not compensation.

Watershed Technician

Catherine Wegehaupt provided information regarding five-year cover crop program, winter workshop, Minnesota Department of Agriculture cover crop grant preliminary results, Seward 29 project, and grant applications.

10. Adjournment

The meeting adjourned at 8:54 p.m.

Harvey Kruger
Secretary

**WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY
JANUARY 14, 2019**

The Worthington Economic Development Authority meeting was called to order at 6:45 p.m. by Chair Mike Kuhle with the following members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon. Honorary Council Member: Orville Janssen.

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

Others present: Justine Wettschreck, KWOA.

MINUTES APPROVED

The motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to approve the EDau minutes of June 25, 2018.

RESOLUTION NO. 2019-01-01 ADOPTED ACKNOWLEDGING EXPIRATION OF TAX INCREMENT FINANCING DISTRICT NO. 13 (BEDFORD TECHNOLOGY PROPOSED PROJECT) IN THE CITY OF WORTHINGTON, MINNESOTA

In 2008, the Worthington Economic Development Authority (EDA) and the City Council established a Pay-As-You-Go Tax Increment Financing (TIF) district to financially assist with eligible site improvements related to the construction of B & R Ventures, L.L.C.'s planned 36,000 square foot manufacturing facility located at 1180 27th Street. B & R Ventures is the real estate arm of Bedford Technology.

Jason Brisson, Director of Community Development, Planning, Zoning and Building Services said, structured as a Pay-As-You-Go district, the developer paid for the TIF eligible expenditures at the time of the development and is being paid back with interest with semi-annual TIF payments from the City/EDA. Per the agreement, the City is obligated to continue to make the semi-annual payments until the principal is paid or until the payment due February 1, 2019, whichever occurs first. With TIF revenues not meeting projections, the full amount of repayment will not be achieved. City Staff will make the February 1, 2019 payment on January 15, 2019. As the result of the TIF assistance, this new facility will generate approximately \$69,950 in new tax revenue annually, with the City's share approximately \$35,800. Mr. Brisson said it was kind of a success story.

City Staff was recommending acknowledgment of the decertification of TIF District #13.

The motion was made by Alan Oberloh, seconded by Larry Janssen and unanimously carried to adopt the following resolution acknowledging the decertification:

RESOLUTION NO. 2019-01-01

Worthington Economic Development Authority
January 14, 2019
Page 2

A RESOLUTION ACKNOWLEDGING THE EXPIRATION OF TAX INCREMENT FINANCING DISTRICT NO. 13 (BEDFORD TECHNOLOGY PROPOSED PROJECT) IN THE CITY OF WORTHINGTON, MINNESOTA

(Refer to Resolution File for complete copy of Resolution)

ADJOURNMENT

The motion was made by Larry Janssen, seconded by Amy Ernst and unanimously carried to adjourn the meeting at 6:49 p.m.

Janice Oberloh
Secretary to the Authority

ADMINISTRATIVE SERVICES MEMO

DATE: JANUARY 24, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - WORTHINGTON FIREFIGHTERS RELIEF ASSOCIATION

The following Application for Exemption from Lawful Gambling Permit has been received:

Organization:	Worthington Firefighters Relief Association
CEO:	Rick Von Holdt
Type of Event:	Raffle
Date & Location of Event:	March 2, 2019 Worthington Event Center, 1447 Prairie Drive

Approval of the application (included as *Exhibit 1*) must be obtained from the local governing board prior to obtaining approval from the state.

Council action is requested on the Application for Exemption from Lawful Gambling Permit submitted by the Worthington Firefighters Relief Association.

CASE ITEMS

1. SECOND READING PROPOSED ORDINANCE - CHANGE OF ZONE - PROPERTY LOCATED ALONG SOUTH CRAILSHEIM ROAD SOUTH OF SUTHERLAND DRIVE

Pursuant to published notice this is the time and date set for the second reading of a proposed ordinance that would rezone the following legally described property from its current "R-1" - One Family Detached designation to "R-5" - Multi-Family, Medium and High Density:

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

That part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 28, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the southeast corner of Glenwood Heights First Addition, according to the recorded plat thereof; thence on an assumed bearing of South 89 degrees 37 minutes 02 seconds West, along the south line of said Glenwood Heights First Addition, a distance of 330.01 feet to the southwest corner of said Glenwood Heights First Addition; thence continuing South 89 degrees 37 minutes 02 seconds West a distance of 107.17 feet; thence South 0 degrees 24 minutes West a distance of 120.01 feet; thence continuing South 0 degrees 24 minutes West a distance of 671.74 feet; thence North 89 degrees 37 minutes 02 seconds East a distance of 443.18 feet to the west right of way line of County State Aid Highway No. 10; thence North 0 degrees 02 minutes 04 seconds West, along said west right of way line, a distance of 791.70 feet to the point of beginning.

Rezoning of the subject property is being requested by Midwest Sustainable Construction LLC and would allow for construction of two 27-unit apartments and an assisted living and daycare. A complete copy of the proposed ordinance was included in your January 14, 2019 Council agenda.

It should be noted that a successful second reading requires a four-fifths vote by Council.

Council action is requested to give a second reading to the proposed ordinance.

2. CLOSED SESSION UNDER MINN. STATUTE § 13D.05, SUBD. 3(C)(3) - REAL ESTATE ACQUISITION- PARCEL NO. 31-3845-000

Council is asked to consider the purchase of real property; and develop terms and conditions of a potential offer for the property identified as Parcel No. 31-3845-000.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: WORTHINGTON FIREFIGHTERS RELIEF ASSOC. Previous Gambling Permit Number: _____

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

Mailing Address: 830 2ND AVE BOX 279

City: WORTHINGTON State: MN Zip: 56187 County: NOBLES

Name of Chief Executive Officer (CEO): RICK VON HOLDT - CHIEF

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 1447 PRAIRIE DR

Check one:
 City: WORTHINGTON MN. Zip: 56187 County: NOBLES
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): MARCH 2ND 2019

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

CITY APPROVAL
for a gambling premises located within city limits

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL
for a gambling premises located in a township

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Rick von Holdt* Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: *RICK VON HOLDT*

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

PUBLIC SAFETY MEMO

DATE: JANUARY 24, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS**1. ACCEPTANCE OF PROGRAM FUNDS**

RE/MAX Premier Realty generously donated \$1,000 to the Worthington Police Department to benefit police programs. The funds will be utilized to enhance WPD's Blue in the School program through purchases of books, pencils and other educational items officers will share with students and teachers.

Council action is requested to adopt a resolution (*Exhibit 1*) accepting the \$1,000.

2. ACCEPTANCE OF PROGRAM FUNDS

Marv and Jeanine Spomer generously donated \$500 to the Worthington Police Department to benefit police programs. The funds will be utilized to enhance WPD's Blue in the School program through purchases of books, pencils and other educational items officers will share with students and teachers.

Council action is requested to adopt a resolution (*Exhibit 2*) accepting the \$500 donation.

3. CONSIDERATION OF PUBIC COMMENT ON BODY WORN CAMERA PROGRAM AND POLICY

The Worthington Police Department (WPD) is in the process of implementing a Body Worn Camera (BWC) program. WPD has sought public comment through social media and is in the process of developing policy. Tonight's Council meeting is another opportunity for public comment related to implementation of the BWC program and the development of policy. A draft policy is available as shown in (*Exhibit 3*) and will be posted on the WPD webpage.

Among the BWC programs being considered are WatchGuard and Axon.

Public comment is welcome.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF FUNDS

WHEREAS, the City of Worthington has been notified by Marv and Jeanine Spomer, hereinafter "Donor," of a desire to donate funds to the City; and

WHEREAS, Donor has placed the following restrictions upon the fund distribution: \$500 to be used by the Police Department to enhance any community programs.

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

(SEAL)

BY: _____
Mike Kuhle, Its Mayor

Attest: _____
Janice Oberloh, Its Clerk

WORTHINGTON POLICE DEPARTMENT

NUMBER: 105-36 PAGES: 12

EFFECTIVE DATE: _____, 2019 *(This order supersedes all previous releases.)*

SUBJECT: USE OF BODY-WORN CAMERAS (BWCs)

1.0 PURPOSE:

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

2.0 POLICY:

It is the policy of this department to authorize and require the use of department-issued BWCs as set forth below, and to administer BWC data as provided by law.

3.0 SCOPE:

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The chief or chief's designee may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

4.0 DEFINITIONS:

- 4.1 MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- 4.2 Records Retention Schedule** refers to the General Records Retention Schedule for Minnesota Cities.
- 4.3 Law enforcement-related information** means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.

WORTHINGTON POLICE DEPARTMENT

NUMBER: 105-36 PAGES: 12

EFFECTIVE DATE: _____, 2019 (*This order supersedes all previous releases.*)

SUBJECT: USE OF BODY-WORN CAMERAS (BWCs)

- 4.4 Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.
- 4.5 General Citizen Contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- 4.6 Adversarial** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- 4.7 Unintentionally recorded footage** is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- 4.8 Official duties** for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.
- 4.9 Activate** means any process which causes the BWC system to transmit or store video or audio data.
- 4.10 Critical Incident** is any incident that has caused or is likely to have caused serious bodily harm or death to any person to include Worthington Police employees.

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SUBJECT: USE OF BODY-WORN CAMERAS (BWCs)

4.11 BWC Coordinator(s) means personnel designated by the chief of police, who is trained in the operational use of BWC's, storage and retrieval procedures, who assigns, tracks and maintains BWC equipment, oversees needed repairs or replacement equipment through the vendor, controls user rights and access, and acts as a liaison with the vendor. Data requests for BWC footage will also be submitted to the BWC Coordinator.

5.0 USE AND DOCUMENTATION:

- 5.1** Officers may use only department-issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- 5.2** Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWC's at the beginning of each shift to make sure the devices are operating properly. Officers noting damage or a malfunction during testing or at any other time shall promptly report the damage or malfunction to a supervisor and shall create a LEDS IR under BWC MALFUNCTION. Officer will document the malfunction and submit the IR up for approval. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing.
- 5.3** Officers should wear their issued BWCs at the location on their body and in the manner specified in training and determined by the Worthington Police chief or chief's designee.
- 5.4** Officers must document BWC use and non-use as follows:
- 5.4.1** Whenever an officer makes a recording, the existence of the recording shall be documented in the Watchguard Data Storage server. If the data has evidentiary value, then it shall also be documented in the IR of the LEDS records management system.
- 5.4.2** Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must document the circumstances and reasons for not recording in an incident report or LEDS IR. Supervisors shall review these reports and initiate any corrective action deemed necessary.

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- 5.5** The department will maintain the following records and documents relating to BWC use, which are classified as public data:
- 5.5.1** The total number of BWCs owned or maintained by the agency;
 - 5.5.2** A daily record of the total number of BWCs actually deployed and used by officers;
 - 5.5.3** The total amount of recorded BWC data collected and maintained; and
 - 5.5.4** This policy, together with the Records Retention Schedule.

6.0 GENERAL GUIDELINES FOR RECORDING:

- 6.1** Officers shall activate their BWCs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, Terry stops of pedestrians, traffic stops, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines.
- 6.2** Officers shall activate their BWC when dealing with people believed to be experiencing a mental health crisis or event.
- 6.3** Officers have discretion to record or not record general citizen contacts.
- 6.4** Officer may choose to inform people that a BWC is being operated, but are encouraged to do so if it could de-escalate the situation.
- 6.5** Officers will generally not activate or may mute the BWC during conversations with undercover officers or Confidential Informants.
- 6.6** Officers may mute the BWC for short discussions of tactics that the officer doesn't want documented. The impending mute shall be articulated before it occurs.

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- 6.7 Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.
- 6.8 Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.
- 6.9 Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

7.0 DOWNLOADING AND LABELING DATA:

- 7.1 Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to the Watchguard Data Storage server by the end of that officer's shift. This shall be done by placing the BWC into the docking station, which allows the data to be transferred from the BWC to the Watchguard Data Storage server. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.
- 7.2 Officers shall label the BWC data files at the time of video capture or transfer to storage, and should consult with a supervisor if in doubt as to the appropriate labeling. Upon ending a recorded event, the system will display a pop-up prompting officers to classify the recording. This classification process will ensure that all recordings are properly saved to ensure all data is retained in a manner consistent with Minnesota Data Practices, department policy, and

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retention schedules. Below is a list of all classifications with definition and retention period. If any video or audio recordings are obtained in the BWC system that is related to a homicide, those recordings must be saved on a DVD and placed in the case file to be retained permanently in accordance with Minnesota Data Practices.

Category	Definition	Retention
Traffic Stop – No Citation	Traffic stop resulting in no citation issued	???
Traffic Stop – Citation	Traffic stop resulting in citation issued	???
Traffic Accident	Investigation involving a crash	???
DWI	Arrest for DWI related purposes	???
Suspicious Behavior / Vehicle	Police contact to ID person, suspect or related behavior	???
Motorist Assist	Police contact to assist a motorist	???
Domestic Assault	Investigation, scene and/or arrest for domestic assault	???
Assault	Investigation, scene and/or arrest for assault	???
Drug Charge / Seizure	Investigation, scene and/or arrest for narcotics	???
Evading	Footage of vehicle refusing to stop	???
Test Recording	System check at beginning of shift or accidental recording	???
Public Nuisance	Ordinance violations or adversarial encounters	???
Alarm	Response, investigation and scene of alarm CFS	???
Interview	Interview captured on BWC	???
Other	Response to CFS that doesn't fit in any other category	???

7.3 In addition, officers shall flag each file if it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:

7.3.1 Victims and alleged victims of criminal sexual conduct and sex trafficking.

7.3.2 Victims of child abuse or neglect.

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- 7.3.3 Vulnerable adults who are victims of maltreatment.
 - 7.3.4 Undercover officers.
 - 7.3.5 Informants.
 - 7.3.6 When the video is clearly offensive to common sensitivities.
 - 7.3.7 Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
 - 7.3.8 Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
 - 7.3.9 Mandated reporters.
 - 7.3.10 Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
 - 7.3.11 Juveniles who are or may be delinquent or engaged in criminal acts.
 - 7.3.12 Individuals who make complaints about violations with respect to the use of real property.
 - 7.3.13 Officers and employees who are the subject of a complaint related to the events captured on video.
 - 7.3.14 Other individuals whose identities the officer believes may be legally protected from public disclosure.
- 7.4 Labeling and flagging designations may be corrected or amended based on additional information.

8.0 ADMINISTERING ACCESS TO BWC DATA:

- 8.1 Data subjects. Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

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- 8.1.1 Any person or entity whose image or voice is documented in the data.
 - 8.1.2 The officer who collected the data.
 - 8.1.3 Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- 8.2 **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
- 8.2.1 BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
 - 8.2.2 Some BWC data is classified as confidential (see C. below).
 - 8.2.3 Some BWC data is classified as public (see D. below).
- 8.3 **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.
- 8.4 **Public data.** The following BWC data is public:
- 8.4.1 Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
 - 8.4.2 Data that documents the use of force by a peace officer that results in substantial bodily harm.
 - 8.4.3 Data that a data subject requests to be made accessible to the public, after redacting those who have not consented to the release. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted [*if practicable*]. In addition, any data on undercover officers must be redacted.

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- 8.4.4** Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

- 8.5 Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to BWC Coordinator, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

- 8.5.1** An individual shall be allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:

8.5.1.1 If the data was collected or created as part of an active investigation.

8.5.1.2 To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.

- 8.5.2** Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:

8.5.2.1 Data on other individuals in the recording who do not consent to the release must be redacted, if practicable.

8.5.2.2 Data that would identify undercover officers must be redacted.

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8.5.2.3 Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

8.6 Access by peace officers and law enforcement employees. No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:

8.6.1 Officers shall have access to review the recordings when preparing reports, reviewing statements or going-over court related documentation to help ensure accuracy and consistent accounts, including critical incidents.

8.6.2 Agency personnel shall document their reasons for accessing stored BWC at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.

8.6.3 Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

8.7 Other authorized disclosures of data. Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

8.7.1 BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.

8.7.2 BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

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9.0 DATA SECURITY SAFEGUARDS:

- 9.1 *The City of Worthington complies with CJIS Security and Policy. Digital data is stored within a controlled area of the Nobles County Prairie Justice Center.*
- 9.2 Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency BWC data.
- 9.3 Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the chief or the chief's designee.
- 9.4 As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

10. AGENCY USE OF DATA

- 10.1 At least once a month, supervisors will randomly review BWC usage by each officer to ensure compliance with this policy and to identify any performance areas in which additional training or guidance is required.
- 10.2 In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- 10.3 Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.
- 10.4 Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance

11. DATA RETENTION

- 11.1 All BWC data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.

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- 11.2** Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- 11.3** Certain kinds of BWC data must be retained for six years:
- 11.3.1** Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
 - 11.3.2** Data documenting circumstances that have given rise to a formal complaint against an officer.
- 11.4** Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- 11.5** Subject to Part F (below), all other BWC footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.
- 11.6** Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- 11.7** The department shall maintain an inventory of BWC recordings having evidentiary value.
- 11.8** The department will post this policy, together with *[a link to]* its Records Retention Schedule, on its website.

12. COMPLIANCE

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

ENGINEERING MEMO

DATE: JANUARY 23, 2019
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEMS**1. PROFESSIONAL SERVICES CONTRACT FOR PREPARATION OF RESIDENTIAL DEVELOPMENT LAYOUT**

As Council is aware, in order to develop property to make lots available for residential development a substantial investment in infrastructure is required. The cost of the core infrastructure (street, drainage, sanitary sewer and water) will, in most undeveloped locations, ultimately be the dominant factor in determining the cost of lots. The manner in which the lots and infrastructure are configured will impact how desirable and affordable the lots are. While the size, shape and terrain of the land being considered for development together with infrastructure design requirements does restrain development options, many layout options are typically available on larger tracts of land.

Recognizing the need to evaluate potential layouts of the Dugdale property the housing committee is seeking the assistance of a consulting firm to explore potential layouts and determine their cost of development. This information will ultimately lead to a determination if the development of the site is financially viable and what lots will be. The process leading to such a determination will allow the housing committee to guide design of the development layout so as to meet the intended goals of the project.

The Housing Committee worked with staff to develop a Request for Proposals (RFP) for the services needed to bring a potential residential development through a preliminary design phase. The RFP was sent to four firms. The firms of Bolton and Menk, SEH and ISG submitted proposals. The fourth firm, Ulteig Engineers, declined to submit a proposal. The Housing Committee appointed a subcommittee consisting of a Council representative, Water and Light Commission representative and two staff members (City Planner and City Engineer) to evaluate the proposals and make a recommendation to Council. With two of the firms offering essentially equal technical qualifications, the firm of Bolton and Menk was selected based on the committee's preference in the firm's approach to the layout development process. Although fees were not a deciding factor they were evaluated for reasonableness and are presented below for Council's reference.

<u>Firm</u>	<u>Not to Exceed Fees</u>
Bolton and Menk	\$34,5000
ISG	\$49,280
SEH	\$37,500

A proposed contract was requested from Bolton and Menk. The proposed contract is included as Exhibit 1. The preliminary services are proposed to be part of the overall project and funded in the same manner as other project costs. The proposed services do not include final design, permitting or construction phase services. Staff recommends that Council authorize execution of the agreement in Exhibit 1 as may be modified to obtain approval of the document by the City Attorney.

The RFP, less exhibits, is also included in Exhibit 1 for Council information. Council will likely be most interested in that part of the RFP through General Work Plan.

2. PROFESSIONAL SERVICES FOR FOX FARM ROAD BRIDGE REPLACEMENT

At its November 13, 2018 meeting Council approved a cooperative construction agreement with Nobles County providing for the development of plans for the replacement of the Fox Farm Road bridge nearest Crailsheim Drive. At that time it was presented that services of a consultant will also be required to provide for the hydraulic design (culvert sizing) of the bridge replacement. Exhibit 2 is the proposed agreement with AE2S to provide those services. The amount budgeted for the hydraulic design was \$5,000 based on the County's experience in utilizing similar services. The proposed fees are not to exceed \$5,500 which is generally consistent with the budget. The total budget for the County and consultant's work is \$10,000. The need for any budget adjustment will be known as actual costs for the County and consultant's work are incurred.

Staff recommends that Council authorize execution of the agreement in Exhibit 2 as may be modified to obtain approval of the document by the City Attorney.

**AGREEMENT FOR PROFESSIONAL SERVICES
DUGDALE PROPERTY RESIDENTIAL DEVELOPMENT**

This Agreement, made this 28th day of January, 2019, by and between the CITY OF WORTHINGTON, Minnesota, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1501 South State Street, Suite 100, Fairmont, MN 56031, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the Dugdale Property Residential Development and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-270/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-195
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-175
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-190
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-175
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-185
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-165
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-175
Technician (Inc. Construction, GIS, Survey ¹)	\$65-140
Administrative	\$45-100
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed \$34,500.
 3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside professional and technical services.
 - b. Identifiable reproduction and reprographic charges.
 - c. Expendable field supplies and special field equipment rental.
 - d. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
 4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
 5. The preceding Schedule of Fees shall apply for services provided through December 31, 2019. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL**A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CLIENT'S employees, agents, or consultants.

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 entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this

agreement, “reasonably available” and “commercially affordable” shall mean that more than half of the design professionals practicing in this state in CONSULTANT’S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT’S purposes solely and any such information provided to the CLIENT shall be on an “AS IS” basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third-party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition, after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.

Travis L. Winter, P.E., Principal Engineer



**BOLTON
& MENK**

Real People. Real Solutions.

BLUE
1501 South State Street
Suite 100
Fairmont, MN 56031-4467
Ph: (507) 238-4738
Fax: (507) 238-4732
Bolton-Menk.com

EXHIBIT I

December 13, 2018

Dwayne Haffield
City of Worthington
P.O. Box 279
Worthington, MN 56187

RE: Proposal for Residential Subdivision Development

Dear Mr. Haffield:

The City of Worthington has a need to expand housing options for current and future residents of the city. The Comprehensive Housing Market Study recently completed by Maxfield Research and Consulting indicates a market gap in “executive” and “move up” lots. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and beautiful. We understand what needs to be accomplished for the City of Worthington Housing Committee to successfully develop a new residential subdivision and **we are available to begin immediately.**

A Consultant Who Will Collaborate with Us – We are committed to serving the City of Worthington and finding the best approach for the project. Our focus on listening, understanding, and *then* responding puts your goals and needs front and center. As project manager, I will make sure we use our experience to guide and advise the city and enable staff to make informed decisions.

A Consultant Who Will Help Build Consensus – Creating a new residential development is an investment in the community that may generate some different opinions from a number of people. Any development, if not managed properly, can cause delays and increase costs. Our collaborative approach helps build consensus, facilitate a better product, and avoid the spread of misinformation. We are adept at sharing information with the stakeholders, encouraging input, and building consensus. Let us help you start and keep the project on the right track.

A Consultant with Engineering Expertise – We have successfully designed residential developments for several communities—Fairmont, Blue Earth, Apple Valley, and the Shakopee Mdewakanton Sioux Community to name a few. We are experts in municipal engineering, including stormwater management, and we will make sure this new development is beautiful and functional.

In continued service to the City of Worthington, we are excited at this new opportunity to work with you. I will personally serve as your lead client contact and project manager. Please contact me at 612-247-5663 or Travis.Winter@bolton-menk.com if you have any questions regarding our proposal.

Sincerely,

BOLTON & MENK, INC.

Travis Winter, P.E.
Principal Engineer

FIRM QUALIFICATIONS

We believe all people should live in a safe, sustainable, and beautiful community and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949 with two hard working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure.

We specialize in providing public infrastructure solutions. From advocating for our communities to designing their dreams to finding funding; we take pride in our work throughout the Upper Midwest. Because we live here too.

Stormwater Management

The proposed development is within the Okabena-Ocheda Watershed District, which has separate permitting authority. Although their permit form is currently oriented around agricultural drainage system augmentation, it is anticipated their approval will be needed before grading can occur. In addition, it appears that this area will drain toward Lake Okabena, which is impaired for Aquatic Resources (excess nutrients).

The proposed disturbance of this site will trigger the MPCA construction permitting rules. Because the proposed site is 50-acres in size, drains to, and is within 1 mile of an impaired water, the construction stormwater permit may need to be submitted with the complete Storm Water Pollution Prevention Plan (SWPPP) and subject to a 30-day MPCA permit review period. We will be happy to work with city staff to keep the disturbed area below this 50-acre threshold to try and eliminate the need for special MPCA permit review.

Generally, the design of the stormwater mitigation will need to include the following considerations:

- Flow mitigation
- Runoff volume limitations
- Reduce phosphorus
- Reduce Total Suspended Solids (TSS)

MPCA requires soil testing or field infiltration testing to verify whether the infiltration practices can be

implemented. We have infiltration testing equipment for this purpose, but it cannot be used during frozen ground conditions. If geotechnical soils exploration is contemplated during the winter months, it may be prudent to request penetration borings that include infiltration testing. Otherwise, we will need to wait until the spring thaw to verify the existing soil infiltration capabilities.

We have significant modeling experience with city-wide system analyses, including detailed water quality studies and design of stormwater conveyances for municipal projects, municipal state aid, county highway, and MnDOT drainage projects. We have also assisted numerous municipalities in the review of hydrologic and hydraulic runoff plans, erosion control plans, and construction of SWPPPs submitted by private developers. We are committed to guiding this project toward full compliance with rules and regulations set in place by the City of Worthington and the watershed district.

Bolton & Menk has designed a multitude of alternative stormwater best management practices that can be used to meet the water quality requirements of the MPCA stormwater permit. Nevertheless, the most practical flow mitigation technique is stormwater ponding. We are ready work with you and the city's housing committee to design a stormwater mitigation system that meets your needs and satisfies the conditions of the various permits.

Housing Development Design

Ability to Work Cooperatively

We understand the value of collaboration and cooperation. Good partnerships produce diverse ideas and solutions, which will develop a successful outcome for this project. We will serve as an advisor to the City of Worthington, enabling you to make informed decisions.

Building project support can be complicated and challenging. Our project manager, Travis Winter and our planner, Jane Kansier, have extensive experience building consensus. They make it look almost easy. Their collaborative approach will lead Worthington and your stakeholders through the design process toward a sustainable solution that is technically feasible, environmentally compatible, economically viable, and publicly acceptable.

We understand the importance of both public involvement and design flexibility. Travis and his team will use their experience to adapt to situations as they occur. We recognize different interests and allow

opportunities for input while making sure stakeholders understand Worthington’s objectives. Travis helps build trust and manage expectations.

Our approach encourages ownership of the project by everyone involved.

PROJECT UNDERSTANDING

The recently completed housing study shows a shortage of developable lots within the City of Worthington. This shortage could ultimately hinder the growth and prosperity of the community. The city wants to be proactive about this issue and is pursuing the purchase of a parcel of land on the fringe of current development to create a supply of buildable lots. To ensure this pursuit is economically feasible and in the best interest of the public, the city plans to hire an engineering firm to assist with the conceptual and preliminary design phases of the project. The goals of this work will be to establish a preferred development layout appealing to prospective home buyers, determine stormwater management practices required to meet current regulations; determine a storm sewer, sanitary sewer and water distribution system layout to service the development; create a preliminary grading plan; and estimate the construction costs associated with the layout. We will also assist in calculating possible special assessments to the planned lots. It is anticipated the development could proceed with two to four phases, each containing approximately 20 lots.

WORK PLAN

The Bolton & Menk team, through previous experience, has demonstrated the skills and tools necessary to work with public and private partners to establish a successful layout and schedule that meet the needs of the project. To accomplish your goals, we have developed the following work plan:

Task 1: Project Management/Coordination

Our team will monitor daily progress to ensure timely delivery of the project. Our project manager will work

closely with the housing committee and community leaders to ensure clear and consistent communication.

Housing Committee Coordination

To ensure adequate progress and feedback opportunities during the concept development, we propose regular check-in meeting with the Housing Committee and city staff.

We propose a minimum of three formal meetings with the Housing Committee. The first meeting, a kickoff meeting, will be held early in the process to determine the project’s goals and establish communication lines and a preliminary schedule. The second meeting, a design charrette, will be held to review the site analysis and gather feedback and ideas on a variety of initial concepts. The third meeting will be used to review up to three intermediate concepts selected for advancement from the design charrette to review and advance the initial concepts. Additional meetings may be necessary as the process evolves. It is our goal to be in close communication with city staff and the Housing Committee throughout the process. Specific dates and meeting times will be determined during the initial kickoff meeting.

City of Worthington Coordination

We propose to meet with the City of Worthington early in the process to discuss the potential vision in context with applicable city regulations and constraints and project goals. We will continue to coordinate with staff as concepts are developed to discuss consistency with applicable city regulations and determine the appropriate approval process.

Task 2: Technical Data Collection

Bolton & Menk will review all available reports, delineations, or surveys conducted for the proposed development. We plan to thoroughly investigate the available background information needed prior to visiting the site. This includes compiling information as follows:

- Available Aerial Photographs
- County LiDAR Maps
- National Wetlands Inventory Maps
- DNR – Public Waters Maps
- County Soil Survey Maps

A review of historical imagery will be conducted prior to completing any fieldwork, as required by USACE and WCA guidelines. Upon securing this information, we will visit the site.

Task 3: Site Analysis

We propose the following be completed to better understand the developable acreage within the project site. We will review existing 2-foot contours for the project site to identify potential site challenges and determine general areas for the various project elements and amenities. The analysis will also include a review of stormwater needs and potential treatment locations. We will identify site access and circulation during this process to ensure efficiency and proper wayfinding. A potential multi-use trail corridor connection will also be evaluated and identified in the process.

We will produce a rendered basemap of the project site illustrating the project boundaries and results of the site analysis. There will be a strong focus on understanding and illustrating the existing conditions and identifying access points and critical site assets and liabilities.

Task 4: Develop Master Plan Concepts

Working closely with the Worthington Housing Committee, the Bolton & Menk team will establish a preferred development plan through a process of eliminating less desired plans and refining remaining ones. The process will begin with a review and discussion of the Maxfield Research and Consulting findings and recommendations. We understand a need to provide “executive” and “move-up” lots within the development. We will accommodate the potential to integrate townhome-type housing without detracting from the primary goal.

Our team is experienced leading design charrettes as part of team work sessions. Using the site analysis and goals established by the Housing Committee, we will conduct interactive meetings designed to advance multiple concept ideas. These initial concept ideas will be advanced and further evaluated by the Housing Committee. From these initial concepts, it is anticipated three layout concepts will be provided for further evaluation. These concepts may be shared and reviewed by local builders and realtors to gain further local expertise. We will refine the feasibility and estimated costs of the remaining concepts to help the selection committee determine the final concept for the development. A final concept will be advanced to preliminary design and detailed to adequately support any funding report needed for the project, with the capability to begin final design and construction documents as necessary. We will also assist in preparing preliminary assessment calculations for the preferred layout option.

Creating a development plan involves more than just the area within the property boundaries. We will review this site in the larger context of the city’s Comprehensive Plan, existing and future parks and trails, existing and future infrastructure, and surrounding land uses. The final three concepts will illustrate how these systems are and can be interconnected. It may also be valuable, as an optional task, to share the final concepts and solicit feedback from the larger community. This can help produce “buy-in” on the plan and the need for future city investment.

PROJECT EXPERIENCE

Here are a few examples of our projects with similar tasks and challenges to your development. We put a priority on client satisfaction and provide quality deliverables, cost-effective rates, and timely project delivery.

East Village 2nd and 3rd Addition, Shakopee Mdwakanton Sioux Community

Bolton & Menk was responsible for the development of a 92-acre residential and commercial development for the Shakopee Mdwakanton Sioux Community, including an arterial parkway connection from CSAH 83 to CSAH 21. Services provided included the design of the stormwater collection and drainage system, comprehensive site grading, underground utilities, streets and sidewalks, as well as construction management, observation and administration. The project also included improvements to the community's trunk sanitary sewer collections system and trunk water distribution system. The stormwater drainage system included over an acre of wet retention ponding and over an acre of infiltration basins.

Whitetail Ridge Residential Development, City of Fairmont, Minnesota

The City of Fairmont had been experiencing a slow rate of new home construction for several years. Feedback from local contractors cited the lack of available lots as one reason for the downturn. Local developers indicated that the economic conditions at the time made it undesirable to develop new property for residential lots.

Through collaboration with Fairmont Area School District, the City of Fairmont was able to start developing a property owned by the district that would allow the city to defer the land costs until the lots were sold. Bolton & Menk worked with the City of Fairmont and Fairmont Area School District to configure an efficient layout that

would maximize the number of lots while using as much of the existing infrastructure as possible.

Bolton & Menk provided engineering and surveying services that included a preliminary layout, platting, engineering design, and construction documents. By maximizing the lot configuration and minimizing the overall street and utility needs, we reduced the development costs enough to make the project feasible and satisfy the City of Fairmont's need to provide additional residential lots for new home owners.

Prairie View Addition, City of Blue Earth, Minnesota

After reviewing existing housing stock, visiting with several large local employers, and completing a housing study for the community, the Blue Earth HRA identified a significant shortage in available housing. Many local employers were struggling to attract and retain new employees due to a lack of available quality housing options.

Bolton & Menk worked closely with city staff and officials to explore several land options that would provide a cost-effective and attractive location for a new housing development. The location in the NE corner of the city was selected for its convenient location, attractive natural prairie surroundings, and relatively easy access to existing utilities. The 32-acre parcel was laid out to provide up to 54 medium-to-large lots to be developed over time. We developed a design with a three-phase approach to improvements, which allows the city to grow the development at an affordable pace and as lot sales justify the expansion. Construction plans included an alternate bid process that allowed the city to choose between completing Phase 1 (17 lots) only or both Phase 1 and 2 (38 lots) at this time.

After receiving bids for both Phase 1 and Phase 1 and 2 combined, the city was able to make an informed decision on the pace of development. There was much discussion and it was a difficult decision, but the city ultimately decided to start with construction of Phase 1 only. Construction is expected to be completed in early spring 2019. The city is already receiving inquiries from interested buyers and has a tentative commitment from a regional home builder to purchase up to four lots in spring 2019 for spec homes. Lot sales are expected to happen fast and within a few years and the city will be ready to proceed with development of the next phase.

PROJECT TEAM

We understand the importance of working in a committee environment with the City of Worthington on this project. Our goal is to help you develop design solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.

Travis Winter, P.E.

[Principal Project Manager](#)

Travis will coordinate the efforts of all project team members to ensure your vision for this project is achieved. In addition, he will review project elements and provide quality control for the deliverables.

Travis began his career in civil engineering in 2004 and currently serves as a principal project manager. He enjoys working with clients to learn about their infrastructure needs and help them find solutions. His range of experience includes planning, design, bidding, and construction administration of municipal projects - from street improvements to wastewater collection and treatment to park, trail, and recreation facilities.

Bill Douglass, P.E.

[Water Resources Engineer](#)

Bill will lead the design team for the stormwater management elements of the project. His direct involvement will ensure that the preferred layout has the necessary features to address state and local stormwater requirements.

Bill began with Bolton & Menk in 1983 and values the company philosophy of putting the client first. He truly enjoys working with people and the relationships he has made over the years. After 18 years of municipal engineering, Bill took his water resources training and experience to a new level, heading up the water resources work group. His background with municipalities gives him unique practical insight into water resources services. Bill specializes in managing environmental reviews as well as hydrologic modeling and stormwater design and management services in both urban and agricultural areas.

Jane Kansier, AICP

Municipal Planner

Jane will review the housing study by Maxfield Research and translate them to guide the design team in producing desirable and functional conceptual lot configurations.

Jane began her planning career in 1984 and has worked in city and county planning, city administration, and public transit. She has extensive experience in complex development review, including the cities of Prior Lake and Rochester. As a senior urban planner, Jane identifies and gathers pieces from multiple disciplines and puts them together into a final product. She provides day-to-day planning services for our clients and assists them with development questions, ordinance administration, and general planning working, including reviewing and updating their ordinances and comprehensive plans. Her experience includes coordinating and developing site plan, land use, and development review, comprehensive plans, zoning ordinances, city codes, grant writing, public transit, and project management. Jane is known for her approach to creative problem solving.

Nate Myhra

Land Surveyor

Nate will assist with conceptual lot layouts to ensure they meet and conform to statutory platting requirements.

Nate began in land surveying in 1999 working on many projects in the Mankato area and Southern Minnesota. His experience includes survey drafting, subdivision design, and construction management. Nate is responsible for the survey project management with the primary role of subdivision design and construction management. Most of his projects are for private clients in the Southern Minnesota area. Nate enjoys working on all projects big or small, making sure the project meets the developer's visions and enjoys seeing it completed.

Greg Mitchel, P.E.

Project Engineer

Greg will coordinate the design team's efforts to produce potential development concepts at the site. He will be in charge of putting the Housing Committee's ideas into the visual graphics that become the preferred layout option. He will also coordinate the preliminary design and cost estimating tasks.

Greg began his career in 1989 and serves as a project manager and design and construction engineer. He provides detailed design for a variety of municipal and private projects, specializing in site development design,

including utilities, surface improvements, grading and earthwork analysis, industrial rail design, and stormwater management. Greg assists clients with making informed decisions, finding efficient and cost-effective solutions, and developing successful funding strategies. He enjoys working with different communities to help provide them with the best possible solution for their needs.

Joel Odens, PLA

Landscape Architect

Joel will review and refine the concept layouts to optimize the land use while also enhancing the appeal of the neighborhood to prospective buyers. He will also help to lay out the trail corridor, neighborhood park, and other amenities.

Joel has been in the landscape architecture industry since 1996. His experience includes master planning, urban design, streetscape enhancements, park and trail design, mobility studies, highway landscape design, monumentation, commercial, residential and mixed-use development, transit-oriented development, and public memorials. In the last decade, he has helped a private developer create several large commercial developments in the Twin Cities. He also played a design role in the highly successful Centennial Lakes mixed use development in Edina. Joel's skills include client relations, marketing, presentation and facilitation, cost estimation, master planning, conceptual design, preparation of construction documents, and construction management. Joel enjoys working in multi-disciplinary atmospheres, focusing on serving the needs of clients while creating responsible, sustainable, and successful spaces

PROJECT SCHEDULE

We understand your interest in moving forward in an efficient manner with this initial work and we are ready to get started immediately. We have developed a schedule detailing the anticipated work tasks and the time to complete each one from receiving authorization to proceed. This schedule is based on our review of the project background, description, and scope of services included in the Request for Proposals and our experience on other similar projects. Upon selection, Bolton & Menk will work the City of Worthington and other project partners to revise and update this schedule as needed to ensure successful delivery of this project. The goal is to have the Housing Committee’s recommendation to the City Council and Water and Light Commission no later than May 13, 2019.

PROPOSED PROJECT TIMELINE		
Task	Duration (weeks)	Overall Duration (weeks)
Authorization to Proceed		
Review and Translate Findings of Housing Study	1	1
Develop Potential Concepts and Review Stormwater Management Impacts	1	2
Kickoff Meeting with Housing Committee		
Update and Refine Layouts	1	3
Meeting with Housing Committee to Review Initial Concepts		
Update and Refine Layouts	1	4
Meeting with Housing Committee to Review Intermediate Concepts		
Create Final Preferred Layout	1	5
Preliminary Design and Probable Construction Cost Development	2	7
Produce Final Project Deliverables	1	8

ESTIMATED FEES

The following tables summarize the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

ESTIMATED FEE SCHEDULE

CLIENT: City of Worthington PROJECT: Residential Development		BOLTON & MENK INC.	
Task No.	Work Task Description	Total Hours	Total Labor Cost
1.0 Meetings			
1.1	Kick Off	14	\$1,500.00
1.2	Initial Concept Review	14	\$1,500.00
1.3	Intermediate Concept Review	8	\$1,500.00
Total			\$4,500.00
2.0 Development of Lot Layouts			
2.1	Translate Housing Study	10	\$1,500.00
2.2	Prepare for Kickoff Meeting/ Develop Initial Concepts	18	\$2,000.00
2.3	Refine and Modify Layouts (3x)	35	\$4,500.00
2.4	Integration of Stormwater Management	16	\$2,500.00
Total			\$10,500.00
3.0 Preliminary Engineering			
3.1	Stormsewer Layout	30	\$3,000.00
3.2	Sanitary Sewer Layout	30	\$3,000.00
3.3	Water System Layout	26	\$3,000.00
3.4	Grading Concept	30	\$3,500.00
3.5	Cost Estimating	33	\$3,500.00
3.6	Assessment Assistance	33	\$3,500.00
Total			\$19,500.00
TOTAL HOURS		297	
TOTAL NOT-TO-EXCEED FEE			\$34,500.00

REQUEST FOR PROPOSALS

Introduction

Due to a shortage of lots available for construction of single family residential homes, the City is exploring the potential of developing residential lots for market rate sale. In concept, the City would finance the development as any other developer would be required to do pursuant to the City's subdivision regulations and special assessment policy. This RFP is to solicit the professional services required to evaluate the potential to cost effectively develop residential lots within a specific tract of land. At a minimum, lots to be created would be targeted for the "Executive" and "Move-up" market as defined in the Comprehensive Housing Market Study (Housing Study) recently completed by Maxfield Research and Consulting. The City's Housing Committee is also interested in exploring the potential to create additional lots meeting a more diverse market as recommended in the attached memo regarding *Preliminary Assessment of a New Subdivision in Worthington*, also prepared by Maxfield Research and Consulting. The evaluation is to determine if the City will complete the acquisition of this tract or abandon this option. Should the City acquire this tract, the City may continue with development utilizing the consultant selected through this solicitation or may elect to utilize a different consultant, City engineering staff, or a combination of engineering resources.

The tract being evaluated at this time is approximately 50 acres in size and located between existing residential development and the City's westerly growth boundary as defined in its current Comprehensive Plan. See Map 1. The majority of the property is currently outside of the corporate limits. Existing infrastructure in the residential development bounding the east edge of the subject tract was designed for a development concept that included the subject tract (Map 2). Existing sanitary sewer and water is consistent with the sanitary sewer collection and water distribution master plans. The storm water drainage plan for the two drainage areas extending into the subject tract will need to be updated to incorporate the current NPDES storm water construction permit standards and be re-evaluated in regard to providing protection of structures in a 100 year event. No major transportation plan elements need to be incorporated into the development.

The City's Housing Committee includes two members of the City Council and two members of the City's Water and Light Commission. Both the Council and Commission are providing financial resources for the proposed development.

The Comprehensive Housing Market Study may be found at:

http://www.ci.worthington.mn.us/sites/default/files/docs-forms/2018Worthington_Housing_Study.pdf

General Work Plan

The selected consultant will be expected to interface with the City's Housing Committee to establish a preferred development plan through a process of eliminating less desired plans and refining remaining plans.

The selected consultant will initially need to translate the findings and recommendations of Maxfield Research and Consulting into potential development concepts for the site. Upon determination of site constraints, including those pertaining to storm water management, the consultant is expected to have a kick off meeting with the Housing Committee to gain input from the committee and initiate exploration of how the site might be utilized to begin satisfying the owner occupied needs identified in the market study. While a priority goal to provide "Executive" and "Move-up" lots has been identified, an investigation into the potential for the site to provide for other markets, particularly townhome type housing, without detracting from the priority goal is desired. The committee also anticipates meeting with local builders and realtors to obtain their perspectives on lot needs prior to the kick off meeting. In a work session format, the consultant should be prepared to interactively "sketch out" rudimentary development concepts. The purpose of the initial meeting will be to gain direction from the committee, aided by the benefit of the site sketches, as to what markets and other objectives are to be addressed in the process of developing a preferred layout.

The consultant will be expected to develop multiple initial development concepts in order to expose the committee to a range of possibilities to address the goals established at the kick off meeting. Initial concepts will include options with all storm water facilities contained within the subject tract and options with rate control provided all or partially upstream of the tract. Initial concepts will also include variations in meeting the goals indicated in the kick off meeting. Each concept provided in this step shall include a generalized cost estimate for necessary infrastructure and land acquisition. Initial determinations of feasibility and cost estimates are to be reasonable but need to be only as detailed as necessary to demonstrate relative cost efficiency between options and a useful scope of total cost. The specific number of initial concepts to be provided is not defined but the committee should be provided with a diverse range of generally feasible and cost effective approaches to optimizing the tract for delivery of targeted lots as well as appeal to buyers.

After an initial review of concepts, it is expected that the committee will narrow its choices to no more than three concepts. These concepts may vary from the initial concepts as directed by the committee. The committee may, independent of meeting with the consultant, seek input on the concepts from local builders and realtors. It will be expected that the evaluation of the feasibility and estimated costs of the remaining concepts be refined for a final selection by the committee. A preliminary design of the preferred concept is to be prepared. Preliminary design is to be adequate to advance to development of any report needed for funding the project with special assessments and/or to begin development of final design and construction documents.

The committee may abandon consideration of the tract at any point in the process at which time services of the consultant will no longer be needed.

Scope of Services

Lot sizes and configuration are to target the "Executive" and "Move-up" markets as defined in the Housing Study and, to the extent directed by the committee, include additional lots as recommended in the *Preliminary Assessment of a New Subdivision in Worthington* memo. The development is to be able to be cost effectively completed in two to four phases with a target of

about 20 or more lots in each phase. The larger “executive” lots should be positioned to aesthetically benefit from natural or constructed features.

Concept development through preliminary design may be based on available LIDAR and/or a 2 foot contour AutoCAD file available from the City. See attached contour sample. The City contour file is of mapping completed in 1998 and does not extend west of the subject tract. Use of LIDAR will be required for storm water design. The City will provide critical point elevations within the subject tract and right-of-ways in the existing development if requested by the consultant.

That portion of the existing master plan for storm water management applicable to the proposed development must be updated by the consultant. Applicable figures from the current master plan are attached. The original storm water plan prepared for the existing development relied on protection of structures from a 100 year event by use of overflow swales. The current master plan implements rate control upstream of the planned growth area. The existing master plan was based on pre-2013 storm water permitting standards. No applicable storm water permit is open. The master plan update is to incorporate current storm water treatment standards. Infiltration is typically not allowable within the community due to soil types and/or seasonal ground water depth. Any soil borings required to confirm elimination of the potential to infiltrate is not to be included in the scope of services and would be provided through direct procurement by the City under guidance by the consultant. Retention/detention features of the storm water plan are to be integrated into the development concepts for cost efficiency as well as providing marketable aesthetic features to the extent reasonable. Providing rate control upstream as well as within the development is to be explored in the development of concepts.

Sanitary sewer, water main, and streets meeting current city design standards are to be incorporated into all levels of development concepts in a feasible manner. The potential to serve the area north of the subject tract and southwest of the creek draining to Lake Okabena is to be included in the concepts. Area calculations indicate the existing 8" sanitary sewer can serve this service area. Existing sanitary sewer capacity for the entire service area is to be verified. The City will provide design and as built plans, if available, of the infrastructure in the existing development. The plans are in PDF format. Plans completed prior to 1998 are on a different datum than currently used or represented on the attached contour information. The City will provide critical invert elevations of infrastructure designed on the older datum as requested by the consultant.

A multi-use trail corridor to connect the development to the existing trail system is to be considered and included as is reasonably feasible. A neighborhood park should also be considered and included in the development layout.

Initial concept cost estimates for street, sanitary sewer, and water main may be based on typical per foot costs for the projected size and depth. Initially estimated lot costs will need to include area based special assessments for sanitary sewer and water. In intermediate concepts, the costs for sanitary sewer and water will need to be split between those costs associated with serving the proposed development and those costs associated in serving a larger area. Street surfacing is allowed to be completed as an assessable rather than as a developer installed improvement. The

consultant should anticipate the need to estimate concrete and bituminous alternatives. In some cases the improvements may be completed as an assessable project with costs being distributed such that not all costs need to be incorporated into lot values. City staff will assist in applying the City's assessment policy and in distribution of projected assessments; however, the consultant will need to split costs as requested and provide units such as frontage and/or lot areas and apply projected rates to the lots.

Storm sewer costs are to be estimated with reduced assumptions and increased refinement as the concepts evolve from initial to preliminary design. It is anticipated that storm sewer improvements will be completed as an assessable cost with a significant city share. The costs will be divided into the drainage area for determination of an applicable area rate. The assessable rate is subject to a defined maximum. City staff will assist in applying the assessment policy; however, the consultant will need to apply projected rates to the lots.

Acquisition costs for the subject tract are known. An assumed cost to be used for any additional acquisition(s) that may be needed will also be provided by the City.

Meetings

As envisioned at this time, the consultant should anticipate meeting with the Housing Committee at the kick off meeting described above, at the time initial concepts are presented, and at the time intermediate concepts are presented. The meeting to present the intermediate concepts may be with the full Council. It is understood that the committee may wish to meet with the consultant at additional steps depending on the progression of the development concepts. Interface with City staff is expected to be on going with use of electronic communication, including delivering draft concepts, to the extent possible. The consultant may add additional meetings as it anticipates necessary.

Schedule

The City has signed a purchase agreement with a closing date recently extended to 6/10/2019. It will be the goal to have the committee's recommendation to the City Council and Water and Light Commission by no later than May 13, 2019. It is recognized that the consultant's schedule may be affected by the decision making process of the City. The proposal is to include a schedule, expressed in weeks from authorization to start and subsequent events, excluding the City's time in making any required decision. Such a schedule would provide the time for completing initial concepts, developing refined layouts as previously described, and for completing the preliminary design. Following selection of a consultant, a specific schedule, including that for committee's actions, will be developed. Schedule will be a consideration in the selection process.

Consultant Selection

The consultant will be selected by a committee consisting of a City Council and a Water and Light Commission member from the Housing Committee, the City Planner, and the City Engineer.

Selection will be based on the following criteria:

Proposed Schedule. The schedule may be presented in increments of time following decisions by the City/Housing Committee.

Experience in Creative Design of Attractive Marketable Housing Developments.

Civil Engineering Capabilities. Successful experience in municipal engineering, including storm water management, is a minimum requirement.

Ability to Work in a Committee Environment.

Fees. Fees may be used as a consideration in the selection of a consultant.

Each criteria will be weighed equally; however, a structured rating is not anticipated. Interviews are not anticipated.

Submission of Proposals

Proposals are to include a general statement of qualification. In addition to identifying the firm's basic municipal and storm water management capabilities, the proposals do need to demonstrate that the firm is capable of constructively working with the housing committee to establish a development layout meeting their expectations and that the firm is prepared to immediately undertake the services required.

Proposals are to include proposed fees. Due to the inability to establish if services may be terminated early and due to the variable nature of working up concepts to be approved by the committee, fees should be submitted as hourly not to exceed. The City is interested in a balance of interactivity by the committee and efficiency in providing the services needed. Not to exceed fees should reflect the nature of the process.

The City will not enter into an agreement which includes limits of liability.

Proposals may be submitted electronically or mailed (4 copies) for receipt on or before December 13, 2018 to:

Mail: Dwayne Haffield
City of Worthington
P.O. Box 279
Worthington, MN 56187

Email: d.haffield@ci.worthington.mn.us



January 10, 2019

Dwayne Haffield, P.E.
Director of Engineering
303 Ninth Street
Worthington, MN 56187

**RE: Letter Agreement between Client and AE2S
Foxfarm Road – Bridge Replacement Hydraulic Analysis
Worthington, Minnesota**

Dear Mr. Haffield:

Advanced Engineering and Environmental Services, Inc. (AE2S) proposes to render professional engineering services (Assignment) to the City of Worthington (CLIENT) for the proposed Foxfarm Road bridge replacement project on the upper branch of West Creek Tributary to Okabena Lake.

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S has prepared the following scope of work to assist the CLIENT with evaluating the existing and proposed stream crossing to meet local, state and federal floodplain standards. The existing bridge is to be replaced with a single barrel box culvert. The crossing is located just upstream of a FEMA Zone AE floodplain. AE2S is proposing to design the box culvert based on a no-rise condition within the upstream and downstream floodplains.

AE2S will perform the following tasks:

- Establish Base Flood Elevations (BFEs)
 - The existing HEC-RAS model provided by the DNR will be reviewed and updated based on additional survey data collected by the CLIENT.
 - Evaluate the existing bridge crossing to determine the upstream and downstream Base Flood Elevations.
 - Any additional survey data needs will be identified and requested to be collected by the CLIENT.
 - Any changes in the analysis will be coordinated with the City, County and DNR.
- 2) Proposed Box Culvert Design
 - Evaluate the proposed crossing based on a replacement single barrel culvert.
 - The model updated as part of establishing the existing conditions BFEs will be utilized to analyze the proposed crossing.
 - Hydraulic design of the crossing will be designed based on City, County, MnDOT & DNR standards.
 - AE2S will provide the key hydraulic parameters such as rise, span, inverts and length for the CLIENT to prepare final design drawings.

E-100 03/2016

Advanced Engineering and Environmental Services, Inc.
6901 East Fish Lake Road, Suite 184 • Water Tower Place Business Center • Maple Grove, MN 55369 • 763-463-5036

Dwayne Haffield, P.E.

RE: Letter Agreement for Foxfarm Road – Bridge Replacement Hydraulic Analysis

Worthington, Minnesota

January 10, 2019

Page 2 of 3

- Design of the box culvert will be based on creating a no-rise condition in the downstream FEMA floodplain.
- 3) Documentation
- The MnDOT Hydraulic Data table will be completed and provided to the CLIENT for integration into the plans.
 - A no-rise certificate will be completed as applicable.
- 4) Project Coordination
- AE2S will coordinate City, County and the DNR as needed during the design.

Assumptions

- Crossing analysis will not be required to be submitted to the DNR or FEMA for review.
- A Letter of Map Revision (LOMR) is not required for the crossing.
- A detailed report (beyond the MnDOT hydraulic data table and no rise certificate) will not be necessary for this project.
- Permitting with the County, Watershed District, or any other local, state, or federal entity will be completed by the CLIENT.

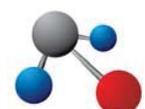
Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT’S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT’s representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT’s policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S’s services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to performs its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.
5. CLIENT to provide copies of design files as PDFs, CAD or other applicable electronic format for the hydraulic analysis.
6. CLIENT to provide the existing conditions survey file in CAD or another applicable electronic format.
7. Obtain any additional survey needs for the project.



Dwayne Haffield, P.E.

RE: Letter Agreement for Foxfarm Road – Bridge Replacement Hydraulic Analysis

Worthington, Minnesota

January 10, 2019

Page 3 of 3

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$5,500 without written authorization from CLIENT which includes all project related expenses.

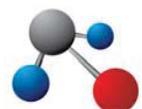
Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period following the design schedule of the CLIENT.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.



Dwayne Haffield, P.E.

**RE: Letter Agreement for Foxfarm Road – Bridge Replacement Hydraulic Analysis
Worthington, Minnesota**

January 10, 2019

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There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,



Justin Klabo, P.E., C.F.M

AE2S

CLIENT

Accepted this ____ day of _____, 20__

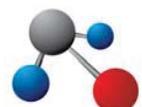
By: 

Aaron Vollmer, P.E.

By: _____

Name (Print): _____

Title: _____



Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
 - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, AE2S shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, and employees from any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of AE2S or AE2S's officers, directors, members, partners, employees, or Consultants. The parties expressly agree that AE2S or AE2S's officers, directors, members, partners, or employees have no duty to defend CLIENT and CLIENT's officers, directors, members, and employees against any claims, causes of action, demands, lawsuits, or proceedings of any kind.
 - b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S, AE2S's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. In addition to the indemnity provided under paragraph 4.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S and AE2S's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 4.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
 - d. To the fullest extent permitted by law, AE2S's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of AE2S and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that AE2S's negligence bears to the total negligence of CLIENT, AE2S, and all other negligent entities and individuals.
5. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

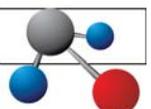
To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
6. **Not Used.**
7. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
8. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
9. **Hazardous Environmental Conditions**

It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
10. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or

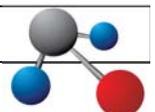


copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. **Ownership and Reuse of Documents**
All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
12. **Use of Electronic Media**
 - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
13. **Contractors**
AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.
14. **Force Majeure**
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
15. **No Third Party Beneficiaries**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall

have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.

16. **Assignment**
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
17. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
18. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
19. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
20. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
21. **Controlling Law**
This Agreement is to be governed by the law of the State of Minnesota without regard to its conflicts of laws principles.
22. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
23. **Executed in Counterparts**
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each Party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.



Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Engineering Assistant 1	\$69.00
Engineering Assistant 2	\$88.00
Engineer I	\$103.00
Engineer II	\$132.00
Engineer III	\$157.00
Engineer IV	\$178.00
Engineer V	\$194.00

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

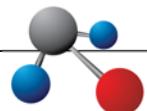
Engineering Technician I	\$68.00
Engineering Technician II	\$87.00
Engineering Technician III	\$103.00
Engineering Technician IV	\$120.00
Engineering Technician V	\$136.00

These rates are subject to adjustment each year on January 1.

GIS Specialist I	\$88.00
GIS Specialist II	\$105.00
GIS Specialist III	\$126.00
GIS Specialist IV	\$141.00

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.70/mile
B&W Photocopies 8½" x11"	\$0.10/copy
B&W Laser Printouts 8½" x11"	\$0.20/page
Color Laser Printouts/Copies 8½" x11"	\$0.68/page
Plots – Color Bond	\$1.25/s.f.
Plots – Monochrome Bond/Vellum	\$0.75/s.f.
Plots – Film/Photo High Gloss	\$2.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
Video Equipment	\$100.00/each
Total Station – Robotic	\$35.00/hour
Geo 7 PR GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
R1 GNSS GPS	\$30.00/day
Sonar Mite	\$50.00/day
All-Terrain Vehicle/Boat	\$100.00/day
Air Transportation - Pilatus	\$1,600.00/hour
Air Transportation – Cirrus	\$700.00/hour
In-house Lodging	\$150.00/day
Legal Services Reimbursement	\$224.00/hour
Outside Services**	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses***	cost*1.15
Rental Car	cost*1.20



COMMUNITY DEVELOPMENT MEMO**DATE: JANUARY 28, 2019****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW****CONSENT AGENDA CASE ITEMS****1. NO-BUILD EASEMENT AND AGREEMENT**

JR & R Partnership and Yellow Company, LLC have entered into a no-build easement and agreement for property owned by Yellow Company, LLC north of 1727 Oxford Street. Minnesota State Building Code requires that the recently developed commercial structure at 1727 Oxford Street building must be set back at least 60 feet from the property line. The current building is 34 feet from the property line. To ensure compliance with the Minnesota State Building Code, the no-build easement agreement will require that no buildings on the abutting parcel may be constructed within 60 feet of the existing building at 1727 Oxford Street. The City is a party to this agreement to ensure that the existing building complies with the Minnesota State Building Code as the abutting parcel develops.

Council action is requested to authorize the Mayor and Clerk to execute the document in *Exhibit 1A*.

NO-BUILD AREA EASEMENT AND AGREEMENT

This No-Build Area Easement and Agreement (“Agreement”) is entered into by JR & R Partnership, a Minnesota Partnership, (“JRR”) and Yellow Company, LLC, a Minnesota limited liability company (“Yellow”), and the City of Worthington, a political subdivision of the State of Minnesota (“City”) as of the date set forth below.

Recitals

- A. JRR is owner of Lot 1, Block 2, Worthington Community Second Addition, Nobles County, Minnesota (the “JRR Property”).
- B. Yellow is the owner of Outlot C, Worthington Community Addition, Nobles County, Minnesota, which adjoins the JRR Property on the northerly side thereof (the “Yellow Property”).
- C. During 2018, a commercial building was built on the JRR Property (The “Runnings Building”), which proved to be only thirty-four feet (34’) from the adjoining Yellow Property at its nearest point.
- D. Minnesota Building Code, Chapter 5, Section 507 – Unlimited Area Buildings presently requires structures on a property the size of the JRR Property to be set back sixty feet (60’) from the property line. As constructed, the Runnings Building on the JRR Property is not in compliance with the building setback requirement.
- E. In order to allow the Runnings Building to remain in its present location without changing the boundary between the JRR and Yellow Properties, the owner of the Yellow Property agrees, for good and valuable consideration, to grant a building setback easement in favor of the JRR Property as described herein.
- F. The City is a third party beneficiary of this Agreement.

Easement

1. Yellow hereby grants to JRR a perpetual non-exclusive building setback easement (the “Easement Area”), which is more particularly described and depicted on attached Exhibit A.

2. It is understood and agreed to by the parties that the City shall not permit construction of a building, as defined by the Minnesota Building Code, within the Easement Area.

3. JRR shall have no rights to do anything on the Yellow Property. Yellow shall not construct a building, as defined by the Minnesota Building Code, within the Easement Area.

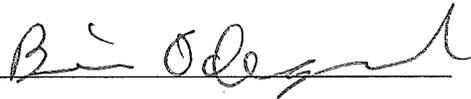
4. By granting this easement, Yellow waives all objections to the present location of the Runnings Building.

5. Prior to terminating this Agreement or rescinding, amending, adding, deleting or otherwise modifying any provision of this Agreement, the written consent of all parties to this Agreement shall first be obtained. Certificates of amendment recorded in the Nobles County Recorder's Office evidencing any such alterations shall have attached the document in which such consent is manifest. Failure to secure the consent required by this section shall render any rescission, termination, amendment, addition or deletion null, void and of no force or effect.

6. This Agreement is binding upon the parties hereto and their successors and assigns, and shall run with the real estate described herein.

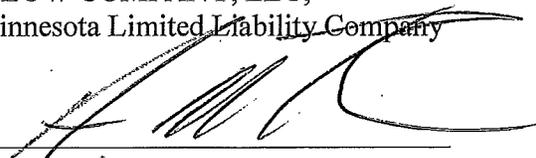
Dated: January ____, 2019

JR & R PARTNERSHIP,
A Minnesota Partnership

By 

Its Partner

YELLOW COMPANY, LLC,
A Minnesota Limited Liability Company

By 

Its Chief Manager

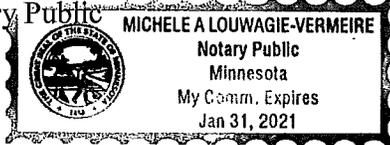
CITY OF WORTHINGTON

By _____

Its _____

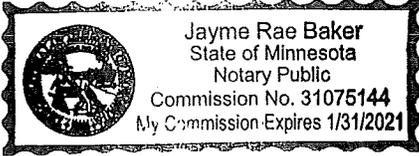
STATE OF MINNESOTA)
) ss.
COUNTY OF Lyon)

The foregoing instrument was acknowledged before me this 18 day of January, 2019, by Brian Odgaard, Partner of JR & R Partnership, a Minnesota partnership, on behalf of the partnership.

Michele A Louwagie-Vermeire
Notary Public


STATE OF MINNESOTA)
) ss.
COUNTY OF Pope)

The foregoing instrument was acknowledged before me this 17th day of January, 2019, by Aaron Martzaler, the Chief Manager Yellow Company, LLC, a Minnesota limited liability company, on behalf of the company.


Jayme Rae Baker
State of Minnesota
Notary Public
Commission No. 31075144
My Commission Expires 1/31/2021

Jayme Baker
Notary Public

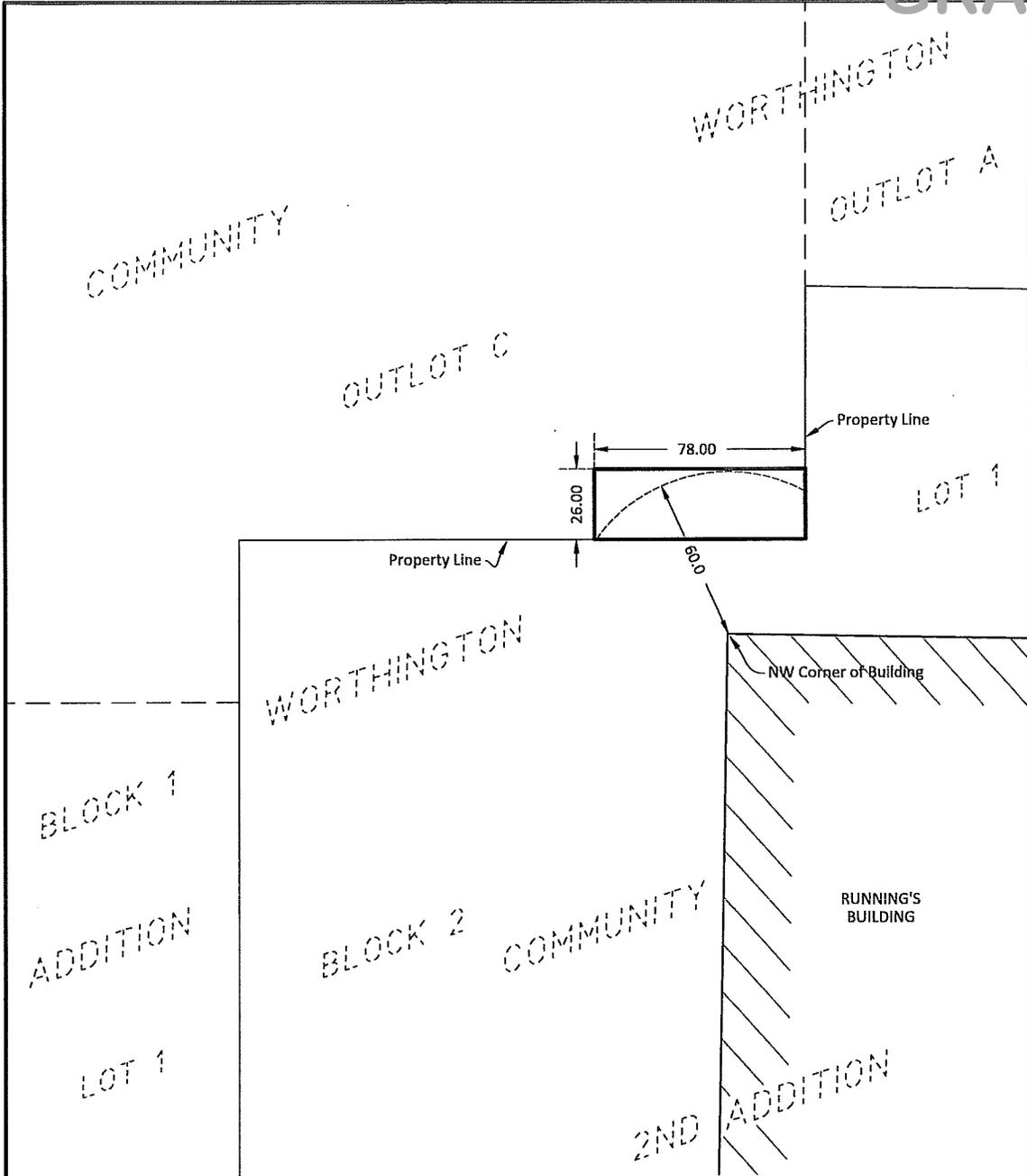
STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2019, by _____, the _____ of the City of _____, a political subdivision of the State of Minnesota, on behalf of the City.

Notary Public

DRAFTED BY:

Blethen Berens
100 Warren Street, Suite 400
Mankato, MN 56001
(507) 345-1166



H:\RUNNINGS PR\F18116110\CAD\C3D\F18116110V301.dwg 1/15/2019 4:12 PM

EASEMENT DESCRIPTION:

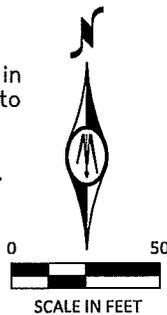
The south 26.00 feet of the most easterly 78.00 feet of OUTLOT C, WORTHINGTON COMMUNITY ADDITION in the City of Worthington, according to the plat thereof on file and of record in the office of the County Recorder, Nobles County, Minnesota.

LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 43909
- MONUMENT FOUND

SURVEYOR'S CERTIFICATION

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



Joseph A. Haefner
 Joseph A. Haefner
 License Number 43909

01/14/2019
Date

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**EASEMENT EXHIBIT A
WORTHINGTON, MINNESOTA**

THE SOUTH 26 FEET OF THE MOST
EASTERLY 89 FEET
WORTHINGTON COMMUNITY ADD.
WORTHINGTON, MN

FOR: RUNNINGS



**BOLTON
& MENK**

1501 SOUTH STATE STREET, SUITE 100
FAIRMONT, MINNESOTA 56031
(507) 238-4738

JOB NUMBER: F18.116110

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ANDERSON ALIGNMENT INC	1/18/19	#329 OIL CHANGES, DOT INSP MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	220.73
	1/18/19	#329 OIL CHANGES, DOT INSP MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	170.63
	1/18/19	#316 OIL CHANGE, DOT INSPE MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	30.58
	1/18/19	#316 OIL CHANGE, DOT INSPE MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	160.00
	1/18/19	#308 HYDRAULIC VALVE REPAI MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	41.98
	1/18/19	#308 HYDRAULIC VALVE REPAI MUNICIPAL WASTEWAT		M-SOURCE MAINS & LIFTS	118.75
	1/18/19	#329 OIL CHANGES, DOT INSP STORM WATER MANAGE		STORM DRAINAGE	220.73
	1/18/19	#329 OIL CHANGES, DOT INSP STORM WATER MANAGE		STORM DRAINAGE	170.63_
			TOTAL:	1,134.03	
ARNOLD MOTOR SUPPLY	1/18/19	OIL	ELECTRIC	O-DISTR UNDERGRND LINE	12.20-
	1/18/19	FILTER	ELECTRIC	O-DISTR UNDERGRND LINE	21.10
	1/18/19	TESTER	ELECTRIC	O-DISTR UNDERGRND LINE	17.99
	1/18/19	FILTER	ELECTRIC	O-DISTR UNDERGRND LINE	30.74
	1/18/19	GREASE	ELECTRIC	O-DISTR UNDERGRND LINE	7.69_
			TOTAL:	65.32	
AUTOMATIC SYSTEMS CO	1/18/19	PUMP STATION SCADA WORK	WATER	FA PURIFY EQUIPMENT	3,241.00_
				TOTAL:	3,241.00
BANNER ASSOCIATES INC	1/18/19	RAW WATER PIPELIINE RELOC	WATER	FA TRANS MAINS	5,664.13_
				TOTAL:	5,664.13
C&S CHEMICALS INC	1/18/19	4,276 GALLONS ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	4,981.54_
				TOTAL:	4,981.54
CONTINENTAL SAFETY EQUIPMENT INC	1/18/19	LEL SENSOR FOR GX-2000 GAS MUNICIPAL WASTEWAT		O-SOURCE MAINS & LIFTS	154.28_
				TOTAL:	154.28
DAKOTA SUPPLY GROUP INC	1/18/19	WELL #26 POWER CABLE	WATER	M-PUMPING	274.34_
				TOTAL:	274.34
DEPARTMENT OF LABOR AND INDUSTRY	1/18/19	QUARTERLY BLDG PERMIT SURC GENERAL FUND		NON-DEPARTMENTAL	3,149.28_
				TOTAL:	3,149.28
DORSEY & WHITNEY LLP	1/18/19	LEGAL FEES-STORM WATER BON STORM WATER MANAGE		GO REV BOND SERIES 201	7,500.00_
				TOTAL:	7,500.00
ECHO GROUP INC	1/18/19	STREET LIGHT REPAIR SUPPLI	ELECTRIC	M-DISTR ST LITE & SIG	70.62
	1/18/19	STREET LIGHT REPAIR SUPPLI	ELECTRIC	M-DISTR ST LITE & SIG	3.63
	1/18/19	STREET LIGHT REPAIR SUPPLI	ELECTRIC	M-DISTR ST LITE & SIG	78.20
	1/18/19	BATTERY	ELECTRIC	ACCTS-RECORDS & COLLEC	58.40_
			TOTAL:	210.85	
EHLERS & ASSOCIATES INC	1/18/19	KOLANDER-2019 PUBLIC FINAN GENERAL FUND		ACCOUNTING	295.00_
				TOTAL:	295.00
ESHLEMAN ARMAND	1/18/19	SW CHAPTER MEETING 3/18	GENERAL FUND	ECONOMIC DEVELOPMENT	8.00
	1/18/19	SW CHAPTER MEETING-1/16/19	GENERAL FUND	ECONOMIC DEVELOPMENT	8.00_
				TOTAL:	16.00
FARAGHER JEFFREY	1/18/19	REIMB EROSION/STORMWATER M GENERAL FUND		ENGINEERING ADMIN	25.56_
				TOTAL:	25.56
FASTENAL COMPANY	1/18/19	PLOW PARTS	GENERAL FUND	ICE AND SNOW REMOVAL	51.04
	1/18/19	BAND FOR BAND SAW	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	36.02

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	87.06
GOPHER STATE ONE CALL INC	1/18/19	ANNUAL FACILITY OPERATOR F WATER		O-DISTR MISC	12.50
	1/18/19	ANNUAL FACILITY OPERATOR F MUNICIPAL WASTEWAT		O-SOURCE MAINS & LIFTS	12.50
	1/18/19	ANNUAL FACILITY OPERATOR F ELECTRIC		O-DISTR MISC	25.00_
				TOTAL:	50.00
HACH COMPANY	1/18/19	LAB CHEMICALS	WATER	O-PURIFY MISC	450.39
	1/18/19	LAB CHEMICALS	WATER	O-PURIFY MISC	217.25_
				TOTAL:	667.64
HY-VEE INC	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	10.59
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	21.19
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	9.16
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	14.33
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	15.14
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	23.14
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	17.03
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	11.48
	1/18/19	FUEL	GENERAL FUND	POLICE ADMINISTRATION	11.21_
				TOTAL:	133.27
JERRY'S AUTO SUPPLY	1/18/19	FAN BELT-MAIN BLD, FLOOR D	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	24.03
	1/18/19	HOSE FITTINGS	ELECTRIC	O-DISTR UNDERGRND LINE	90.40_
				TOTAL:	114.43
LEWIS & CLARK REGIONAL WATER SYSTEM IN	1/18/19	LOBBYING CHARGES-MN	WATER	O-SOURCE WELLS & SPRNG	1,601.00_
				TOTAL:	1,601.00
LOU'S GLOVES INC	1/18/19	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	86.00
	1/18/19	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-PURIFY MISC	86.00_
				TOTAL:	172.00
MINNESOTA ENERGY RESOURCES CORP	1/18/19	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	1,032.45
	1/18/19	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	1,565.13
	1/18/19	GAS SERVICE	GENERAL FUND	PAVED STREETS	88.04
	1/18/19	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	839.86
	1/18/19	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	981.00
	1/18/19	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	214.45
	1/18/19	GAS SERVICE	WATER	O-DISTR MISC	88.04
	1/18/19	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	29.33
	1/18/19	GAS SERVICE	ELECTRIC	O-DISTR MISC	94.53_
				TOTAL:	4,932.83
MINNESOTA MUNICIPAL UTILITIES ASSOC	1/18/19	SAFETY MGMT PROGRAM-1ST QT WATER		O-DISTR MISC	1,607.30
	1/18/19	SAFETY MGMT PROGRAM-1ST QT MUNICIPAL WASTEWAT		O-SOURCE MAINS & LIFTS	828.00
	1/18/19	SAFETY MGMT PROGRAM-1ST QT MUNICIPAL WASTEWAT		O-PURIFY MISC	828.00
	1/18/19	SAFETY MGMT PROGRAM-1ST QT ELECTRIC		O-DISTR MISC	1,607.30
	1/18/19	ELECTRIC UTILITY MEMBER DU ELECTRIC		ADMIN MISC	7,474.75_
				TOTAL:	12,345.35
MISCELLANEOUS V BLOCK GRETCHEN	1/18/19	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	12.00
HARRIS SEANQUAI D	1/18/19	REFUND OF DEPOSITS-ACCTS F ELECTRIC		NON-DEPARTMENTAL	95.00
HARRIS SEANQUAI D	1/18/19	REFUND OF CREDITS-ACCTS FI ELECTRIC		NON-DEPARTMENTAL	1.04
HARRIS SEANQUAI D	1/18/19	REFUND OF DEPOSITS-ACCTS F ELECTRIC		ACCTS-RECORDS & COLLEC	0.44_
				TOTAL:	108.48

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MN DEPT OF NATURAL RESOURCES-OMB	1/18/19	ANNUAL APPROPRIATIONS PERM WATER		O-SOURCE WELLS & SPRNG	7,613.22
				TOTAL:	7,613.22
NOBLES COOPERATIVE ELECTRIC	1/18/19	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	7.59
	1/18/19	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	7.59
	1/18/19	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	212.81
	1/18/19	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	1/18/19	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	1/18/19	ELECTRIC BACKUP SERVICE	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
	1/18/19	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	37.52
				TOTAL:	395.51
PEIL BRANDON	1/18/19	REIMB 2019 MSCIC WINTER CO	GENERAL FUND	POLICE ADMINISTRATION	50.87
				TOTAL:	50.87
PRODUCTIVITY PLUS ACCOUNT	1/18/19	#436 SERVICE CASE TRACTOR	AIRPORT	O-GEN MISC	281.14
	1/18/19	#436 SERVICE CASE TRACTOR	AIRPORT	O-GEN MISC	126.77
	1/18/19	#436 SERVICE CASE TRACTOR	AIRPORT	O-GEN MISC	408.21
				TOTAL:	816.12
TRONS REPAIR INC	1/18/19	#205 DOT INSPECTION	WATER	O-DIST UNDERGRND LINES	109.55
	1/18/19	#202 DOT INSPECTION	WATER	O-DIST UNDERGRND LINES	169.91
	1/18/19	#101 PARTS	ELECTRIC	O-DISTR UNDERGRND LINE	234.54
				TOTAL:	514.00
RUNNINGS SUPPLY INC-ACCT#9502440	1/18/19	HAMMER, CAULK GUN, PRY BAR	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	51.66
	1/18/19	GREASE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	19.90
				TOTAL:	71.56
SCHWALBACH ACE #6067	1/18/19	HOSE NOZZLE, SNOW SHOVEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	52.98
	1/18/19	HOSE CLAMPS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	6.18
				TOTAL:	59.16
STATE OF MN DEPT OF PUBLIC SAFETY	1/18/19	EPCRA HAZARDOUS CHEMICAL I	ELECTRIC	O-SOURCE MISC	25.00
				TOTAL:	25.00
UNITED PARCEL SERVICE	1/18/19	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	55.23
				TOTAL:	55.23
VERCRUYSSSE COLIN	1/18/19	REIMBURSE CHAIN SAW GAS	ELECTRIC	O-DISTR UNDERGRND LINE	6.31
				TOTAL:	6.31
VERIZON WIRELESS	1/18/19	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	1/18/19	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	38.76
	1/18/19	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	61.01
	1/18/19	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	33.76
	1/18/19	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	1/18/19	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	51.01
	1/18/19	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	51.01
	1/18/19	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	51.01
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	51.01
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	61.01
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	52.76
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	61.01

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/18/19	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	61.01_
				TOTAL:	733.40
VESSCO INC	1/18/19	WEAR & SCRAPER STRIPS-SCRE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	343.76_
				TOTAL:	343.76
VORTEX OPTICS	1/18/19	SCOPES	GENERAL FUND	POLICE ADMINISTRATION	419.98_
				TOTAL:	419.98
WAL MART BUSINESS/SYNCB	1/18/19	OFFICE SUPPLIES	ELECTRIC	O-DISTR SUPER & ENG	29.01_
				TOTAL:	29.01
WORTHINGTON REGIONAL ECON DEV CORP	1/18/19	1ST QUARTER DUES	ELECTRIC	ACCTS-ASSISTANCE	7,500.00_
				TOTAL:	7,500.00

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

101	GENERAL FUND	7,681.66
202	MEMORIAL AUDITORIUM	981.00
229	RECREATION	427.26
601	WATER	21,252.17
602	MUNICIPAL WASTEWATER	8,475.89
604	ELECTRIC	17,893.54
605	INDUSTRIAL WASTEWATER	100.00
606	STORM WATER MANAGEMENT	7,891.36
612	AIRPORT	853.64

 GRAND TOTAL: 65,556.52

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
M00115	MISSOURI RIVER ENERGY SERVICES		D	1/17/2019			000808	1,270,132.43
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	1/17/2019			000809	100,646.00
W00123	WELLS FARGO BANK MN NA		D	1/17/2019			000810	11,541.04

* * 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:	3	0.00	1,382,319.47	1,382,319.47
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
REGISTER TOTALS:	3	0.00	1,382,319.47	1,382,319.47

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
W00123	WELLS FARGO BANK MN NA		D	1/16/2019			000807	3,071.41

* * 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	3,071.41	3,071.41
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
REGISTER TOTALS:	1	0.00	3,071.41	3,071.41

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03037 PAYROLL 1/25/19 - 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	1/30/2019			000811	7,278.97
E00088		EFTPS	D	1/30/2019			000812	51,338.38
M00309		MINNESOTA STATE RETIREMENT SYSTD		1/30/2019			000813	1,475.00
O00021		OPTUM HEALTH FINANCIAL	D	1/30/2019			000814	2,905.89
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		1/30/2019			000815	44,391.16
S00202		STATE OF MINNESOTA DEPT OF REVED		1/30/2019			000816	10,626.06

* * 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	118,015.46	118,015.46
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	118,015.46	118,015.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCESS FAMILY MEDICAL CLINIC	1/25/19	CDL LAB TESTING	GENERAL FUND	PAVED STREETS	50.00
	1/25/19	CDL LAB TESTING	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	53.90
	1/25/19	CDL LAB TESTING	MUNICIPAL WASTEWAT	O-PURIFY MISC	25.00
	1/25/19	CDL LAB TESTING	ELECTRIC	O-DISTR MISC	50.00_
				TOTAL:	178.90
AESP MIDWEST CHAPTER	1/25/19	ANNUAL DUES	ELECTRIC	ACCTS-ASSISTANCE	40.00_
				TOTAL:	40.00
ARCTIC GLACIER USA INC	1/25/19	ICE	LIQUOR	NON-DEPARTMENTAL	33.72_
				TOTAL:	33.72
ARTISAN BEER COMPANY	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	646.50_
				TOTAL:	646.50
ATLANTIC COCA-COLA	1/25/19	MIX	LIQUOR	NON-DEPARTMENTAL	267.14_
				TOTAL:	267.14
BAHRS SMALL ENGINE	1/25/19	POLE SAW	RECREATION	TREE REMOVAL	346.95_
				TOTAL:	346.95
BENTS TRUCKING	1/25/19	SNOW REMOVAL 12/29, 12/31	GENERAL FUND	ICE AND SNOW REMOVAL	1,350.00_
				TOTAL:	1,350.00
BEVERAGE WHOLESALERS INC	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	5,744.66
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	5,099.80
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	2,820.60
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	10,103.45_
				TOTAL:	23,768.51
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	43.10
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,720.34
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	316.00
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	43.10
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,093.23
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	168.00
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	79.80-
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	155.50-
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	171.00-
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	52.50
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	18.50
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	27.62
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-	
1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	3.70-	
				TOTAL:	5,070.54
BROUILLET DANIEL	1/25/19	MSCIC REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	45.29_
				TOTAL:	45.29
CAMPUS CLEANERS	1/25/19	COMMERCIAL LAUNDRY	LIQUOR	O-GEN MISC	30.29_
				TOTAL:	30.29
CENTRAL SALT LLC	1/25/19	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	10,698.76
	1/25/19	ENHANCED SALT	GENERAL FUND	ICE AND SNOW REMOVAL	2,721.90

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	13,420.66
COMMISSIONER OF TRANSPORTATION	1/25/19	HANGAR LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	920.00_
				TOTAL:	920.00
COUNTY WIDE DIRECTORY	1/25/19	ADS	LIQUOR	O-GEN MISC	280.00_
				TOTAL:	280.00
CREDIT BUREAU OF NEW ULM	1/25/19	EMPLOYMENT CREDIT REPORT	GENERAL FUND	POLICE ADMINISTRATION	35.00_
				TOTAL:	35.00
CUMMINGS CHAD	1/25/19	REIMBURSE CUERO TRAVEL	GENERAL FUND	MAYOR AND COUNCIL	663.00_
				TOTAL:	663.00
DACOTAH PAPER CO	1/25/19	TOILET PAPER, TOWELS	LIQUOR	O-GEN MISC	120.55_
				TOTAL:	120.55
DOLL DISTRIBUTING LLC	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	4,954.60
	1/25/19	MIX	LIQUOR	NON-DEPARTMENTAL	14.00
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	12,553.16
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	3,696.20
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	22.05-
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	128.50-
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	120.00
	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	6,436.20
	1/25/19	WATER	LIQUOR	O-GEN MISC	32.50_
				TOTAL:	27,656.11
DUBOIS CHEMICALS INC	1/25/19	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,054.10_
				TOTAL:	8,054.10
EARL F ANDERSEN INC- DIVISION OF SAFET	1/25/19	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	714.14_
				TOTAL:	714.14
ECHO GROUP INC	1/25/19	LOCKING GUARD, TAMPER PROO	GENERAL FUND	CENTER FOR ACTIVE LIVI	46.21
	1/25/19	BATTERIES FOR EMERG LIGHTS	GENERAL FUND	CENTER FOR ACTIVE LIVI	73.68_
				TOTAL:	119.89
ENGINEERING NEWS-RECORD	1/25/19	SUBSCRIPTION	GENERAL FUND	ENGINEERING ADMIN	87.00_
				TOTAL:	87.00
ENVIRONMENTAL RESOURCE ASSOCIATES	1/25/19	QA TESTING SAMPLES	MUNICIPAL WASTEWA	O-PURIFY LABORATORY	726.14_
				TOTAL:	726.14
FASTENAL COMPANY	1/25/19	BOLTS, SCREWS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	22.80
	1/25/19	BOLTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1.19
	1/25/19	BOLTS, SCREWS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	13.54_
				TOTAL:	37.53
FIFE WATER SERVICES INC	1/25/19	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,015.94_
				TOTAL:	11,015.94
FRONTIER COMMUNICATION SERVICES	1/25/19	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	59.64
	1/25/19	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	512.75
	1/25/19	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	181.35
	1/25/19	PHONE SERVICE	GENERAL FUND	ACCOUNTING	67.83

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	159.33
	1/25/19	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	147.96
	1/25/19	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	26.10
	1/25/19	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	225.12
	1/25/19	PHONE SERVICE	GENERAL FUND	PAVED STREETS	136.04
	1/25/19	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	271.77
	1/25/19	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	209.40
	1/25/19	PHONE SERVICE	RECREATION	PARK AREAS	155.91
	1/25/19	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	97.97
	1/25/19	PHONE SERVICE	LIQUOR	O-GEN MISC	232.72
	1/25/19	PHONE SERVICE	AIRPORT	O-GEN MISC	90.67
	1/25/19	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	125.78
	1/25/19	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	25.03_
				TOTAL:	2,725.37
GRAHAM TIRE OF WORTHINGTON INC	1/25/19	#36 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	31.94
	1/25/19	#36 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.00
	1/25/19	#44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	11.79
	1/25/19	#44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.00
	1/25/19	#15-24 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	11.79
	1/25/19	#15-24 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.00
	1/25/19	#14-27 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	11.79
	1/25/19	#14-27 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.00_
				TOTAL:	123.31
HAWKINS INC	1/25/19	TREATMENT CHEMICAL	WATER	O-PURIFY	121.70
	1/25/19	THREE TONS CHLORINE	WATER	O-PURIFY	2,030.20_
				TOTAL:	2,151.90
HOFFMAN DAVID	1/25/19	MSCIC CONFERENCE TRAVEL	GENERAL FUND	POLICE ADMINISTRATION	21.83_
				TOTAL:	21.83
HOFFMAN FILTER SERVICE LLC	1/25/19	RECYCLE USED OIL FILTERS	WATER	O-DIST UNDERGRND LINES	55.00_
				TOTAL:	55.00
HOPE HAVEN INC	1/25/19	DECEMBER CAL CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI	541.67_
				TOTAL:	541.67
HY-VEE INC	1/25/19	FUEL	GENERAL FUND	FIRE ADMINISTRATION	51.47
	1/25/19	FUEL	GENERAL FUND	FIRE ADMINISTRATION	68.39
	1/25/19	FUEL	GENERAL FUND	FIRE ADMINISTRATION	56.39_
				TOTAL:	176.25
IDEAL LANDSCAPE & DESIGN INC	1/25/19	SNOW REMOVAL, SALTING NOV,	GENERAL FUND	CENTER FOR ACTIVE LIVI	300.00
	1/25/19	SNOW REMOVAL, SALTING NOV,	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,125.00_
				TOTAL:	1,425.00
INFRARED SERVICES	1/25/19	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	3,579.00
	1/25/19	INFRARED INSPECT & ANALYSI	ELECTRIC	CUSTOMER INSTALL EXPEN	257.25_
				TOTAL:	3,836.25
INTEGRITY AVIATION INC	1/25/19	FBO MGMT FEE-JANUARY	AIRPORT	O-GEN MISC	2,245.00_
				TOTAL:	2,245.00
INTL UNION LOCAL #49	1/25/19	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	134.09
	1/25/19	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	118.35

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	UNION DUES	RECREATION	NON-DEPARTMENTAL	42.18
	1/25/19	UNION DUES	RECREATION	NON-DEPARTMENTAL	43.62
	1/25/19	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	11.40
	1/25/19	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	13.76
	1/25/19	UNION DUES	WATER	NON-DEPARTMENTAL	87.50
	1/25/19	UNION DUES	WATER	NON-DEPARTMENTAL	98.62
	1/25/19	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.60
	1/25/19	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	120.75
	1/25/19	UNION DUES	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	3.06
	1/25/19	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	1.76
	1/25/19	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	1.75
	1/25/19	UNION DUES	AIRPORT	NON-DEPARTMENTAL	3.97
	1/25/19	UNION DUES	AIRPORT	NON-DEPARTMENTAL	2.59
				TOTAL:	805.00
JERRY'S AUTO SUPPLY	1/25/19	#403 HOSE, FITTINGS	GENERAL FUND	PAVED STREETS	65.36
	1/25/19	LAMP, BULBS	GENERAL FUND	PAVED STREETS	3.47
	1/25/19	#419 LAMPS, ANTIFREEZE	GENERAL FUND	PAVED STREETS	39.84
	1/25/19	#410, 407, 439 DEF	GENERAL FUND	ICE AND SNOW REMOVAL	53.94
	1/25/19	GASKET MAKER	RECREATION	PARK AREAS	7.49
	1/25/19	#440 BATTERY	AIRPORT	O-GEN MISC	144.83
				TOTAL:	314.93
JOHNSON BROTHERS LIQUOR CO	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,135.42
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	1,750.43
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,899.41
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	493.74
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	22.99
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,561.60
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	576.02
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	336.75
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	74.40
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	143.65
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	79.43
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	62.10
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	21.97
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	25.76
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	23.65
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
				TOTAL:	15,056.83
JOSWIAK JOE	1/25/19	MSCIC CONF TRAVEL	GENERAL FUND	POLICE ADMINISTRATION	32.98
				TOTAL:	32.98
KARL'S TV & APPLIANCE INC	1/25/19	VACUUM BAGS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	18.95
				TOTAL:	18.95
KEITH MERRICK COMPANY	1/25/19	PROMO PENS-CITY OF WORTHIN	GENERAL FUND	MAYOR AND COUNCIL	152.01
				TOTAL:	152.01
LAW ENF LABOR SERV INC #4	1/25/19	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	535.50
	1/25/19	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	535.50
				TOTAL:	1,071.00
LEAGUE OF MN CITIES	1/25/19	PATROL SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	2,070.00
				TOTAL:	2,070.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MARCO	1/25/19	COPIER SERVICE-KNOICA/A61G DATA PROCESSING		COPIER/FAX	158.47_
				TOTAL:	158.47
MARTHALER CHEVROLET OF WORTHINGTON	1/25/19	#304 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	21.24
	1/25/19	#304 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	9.00_
				TOTAL:	30.24
MARTHALER FORD OF WORTHINGTON	1/25/19	#34 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	15.77
	1/25/19	#34 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	13.00_
				TOTAL:	28.77
MC CUEN CONSTRUCTION INC	1/25/19	2017 SAP CONCRETE #4	IMPROVEMENT CONST	NON-DEPARTMENTAL	5,205.11
	1/25/19	2017 SAP CONCRETE #4	IMPROVEMENT CONST	HUMISTON AVE & 5TH AVE	6,219.00_
				TOTAL:	11,424.11
MCPA MEMBERSHIP	1/25/19	2019 MEMBERSHIP-PEIL	GENERAL FUND	POLICE ADMINISTRATION	50.00_
				TOTAL:	50.00
MEDIACOM	1/25/19	HIGH SPEED INTERNET	GENERAL FUND	PAVED STREETS	109.95_
				TOTAL:	109.95
MICHAELS FENCE	1/25/19	PIPE	GENERAL FUND	PAVED STREETS	228.68
	1/25/19	PIPE	GENERAL FUND	PAVED STREETS	228.68_
				TOTAL:	457.36
MIDWEST GARAGE DOORS INC	1/25/19	DOOR REPAIRS	GENERAL FUND	PAVED STREETS	1,557.11_
				TOTAL:	1,557.11
MIKE'S MINI EXCAVATING	1/25/19	12/29/18 SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	460.00_
				TOTAL:	460.00
MINNESOTA BENEFIT ASSOCIATION	1/25/19	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.92
	1/25/19	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	71.92
	1/25/19	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	70.65
	1/25/19	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	70.65
	1/25/19	INSURANCE	GENERAL FUND	PAVED STREETS	82.18
	1/25/19	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	29.00
	1/25/19	INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	39.88
	1/25/19	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	1/25/19	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	1/25/19	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	1/25/19	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	1/25/19	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	1/25/19	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	1/25/19	INSURANCE	WATER	GENERAL ADMIN	32.08
	1/25/19	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	1/25/19	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	1/25/19	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	89.40
	1/25/19	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	89.40
	1/25/19	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	1/25/19	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	25.66
	1/25/19	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	1/25/19	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	1/25/19	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	1/25/19	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	1/25/19	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/25/19	INSURANCE	ELECTRIC	GENERAL ADMIN	156.10
	1/25/19	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	1/25/19	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	1/25/19	INSURANCE	AIRPORT	O-GEN MISC	42.29
				TOTAL:	1,451.20
MINNESOTA CHIEFS OF POLICE ASSN.	1/25/19	CONFERENCE REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	495.00
				TOTAL:	495.00
MINNESOTA CHILD SUPPORT PAYMENT CTR	1/25/19	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	39.22
	1/25/19	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	115.36
				TOTAL:	154.58
MINNESOTA ENERGY RESOURCES CORP	1/25/19	GAS SERVICE	RECREATION	PARK AREAS	859.37
	1/25/19	GAS SERVICE	WATER	O-PURIFY MISC	259.90
	1/25/19	GAS SERVICE	WATER	O-DISTR MISC	125.58
	1/25/19	GAS SERVICE	WATER	O-DISTR MISC	167.95
	1/25/19	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	133.40
	1/25/19	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	167.96
	1/25/19	GAS SERVICE	ELECTRIC	O-DISTR MISC	143.24
	1/25/19	GAS SERVICE	ELECTRIC	O-DISTR MISC	167.95
	1/25/19	GAS SERVICE	LIQUOR	O-GEN MISC	421.35
				TOTAL:	2,446.70
MINNESOTA STATE FIRE CHIEFS ASSOC	1/25/19	2019 MEMBERSHIP	GENERAL FUND	FIRE ADMINISTRATION	103.00
				TOTAL:	103.00
MINNESOTA STATE FIRE DEPT ASSN	1/25/19	2019 MEMBERSHIP	GENERAL FUND	FIRE ADMINISTRATION	346.00
				TOTAL:	346.00
MINNESOTA VALLEY TESTING LABS INC	1/25/19	JANUARY SALTY DISCHARGE TE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	145.80
	1/25/19	1ST QUARTER MERCURY	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	378.00
				TOTAL:	523.80
MISCELLANEOUS V CANALES JR ALFONSO	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	35.39
CANALES JR ALFONSO	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.11
KIMBROM KAHSAY YOHANES	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	63.74
KIMBROM KAHSAY YOHANES	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.11
RODAS KAREN A	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	72.65
RODAS KAREN A	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.11
SILVERTHORN JOSEPH N	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	4.42
SILVERTHORN JOSEPH N	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.10
VENTURA MARIA E	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	108.11
VENTURA MARIA E	1/25/19	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.24
				TOTAL:	284.98
MORRIS ELECTRONICS INC	1/25/19	GATEWAY RENEWAL 1/19-1/20	DATA PROCESSING	DATA PROCESSING	384.33
	1/25/19	TECH SUPPORT	DATA PROCESSING	DATA PROCESSING	80.00
	1/25/19	TECH SUPPORT-BACKUPS	DATA PROCESSING	DATA PROCESSING	180.00
	1/25/19	TECH SUPPORT	DATA PROCESSING	DATA PROCESSING	40.00
	1/25/19	TECH SUPPORT	DATA PROCESSING	DATA PROCESSING	80.00
	1/25/19	2019 LICENSE	DATA PROCESSING	DATA PROCESSING	395.70
				TOTAL:	1,160.03
MPCA	1/25/19	LAB CERTIFICATION ANNUAL F	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	2,025.00
				TOTAL:	2,025.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
NCPERS GROUP LIFE INS	1/25/19	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	174.41
	1/25/19	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	163.48
	1/25/19	INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	10.26
	1/25/19	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	1/25/19	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	1/25/19	LIFE INS	RECREATION	NON-DEPARTMENTAL	18.40
	1/25/19	LIFE INS	RECREATION	NON-DEPARTMENTAL	18.55
	1/25/19	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.62
	1/25/19	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	1/25/19	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.31
	1/25/19	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.69
	1/25/19	LIFE INS	WATER	NON-DEPARTMENTAL	18.10
	1/25/19	LIFE INS	WATER	NON-DEPARTMENTAL	23.29
	1/25/19	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.86
	1/25/19	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	25.82
	1/25/19	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	1/25/19	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.97
	1/25/19	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.60
	1/25/19	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
	1/25/19	LIFE INS	LIQUOR	NON-DEPARTMENTAL	16.00
1/25/19	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00	
1/25/19	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00	
				TOTAL:	640.00
NEOPOST USA INC	1/25/19	LEASE INSERTER & LETTER OP WATER		ACCTS-RECORDS & COLLEC	423.94
	1/25/19	LEASE INSERTER & LETTER OP MUNICIPAL WASTEWAT		ACCT-RECORDS & COLLECT	423.93
	1/25/19	LEASE INSERTER & LETTER OP ELECTRIC		ACCTS-RECORDS & COLLEC	847.88
				TOTAL:	1,695.75
NICOLE R KEMPEMA	1/25/19	CLEANING 1/3, 1/4 NEW YEAR	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	144.28
	1/25/19	CLEANING-JOHNNY CASH 1/13	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	160.31
				TOTAL:	304.59
NOBLES COUNTY	1/25/19	LIGHTING RETROFIT	ELECTRIC	CUSTOMER INSTALL EXPEN	425.00
				TOTAL:	425.00
NOBLES COUNTY AUDITOR/TREASURER	1/25/19	DEBT SERVICE-PRAIRIE JUSTI	GENERAL FUND	SECURITY CENTER	189,148.62
	1/25/19	LEASE PAYMENT UTILITIES	WATER	O-DISTR RENTS	153.76
	1/25/19	LEASE PAYMENT UTILITIES	WATER	ADMIN RENT	307.53
	1/25/19	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	123.01
	1/25/19	LEASE PAYMENT UTILITIES	MUNICIPAL WASTEWAT	ADMIN RENT	246.02
	1/25/19	LEASE PAYMENT UTILITIES	ELECTRIC	O-DISTR RENTS	738.06
	1/25/19	LEASE PAYMENT UTILITIES	ELECTRIC	ADMIN RENT	1,506.89
				TOTAL:	192,223.89
ONE OFFICE SOURCE	1/25/19	BINDERS	GENERAL FUND	CLERK'S OFFICE	104.20
	1/25/19	BUDGET COVERS	GENERAL FUND	AUDITS AND BUDGETS	1.20
	1/25/19	PENS	GENERAL FUND	ENGINEERING ADMIN	0.72
	1/25/19	PENS	GENERAL FUND	ENGINEERING ADMIN	7.16
	1/25/19	PENS	GENERAL FUND	ECONOMIC DEVELOPMENT	0.71
	1/25/19	PENS	GENERAL FUND	ECONOMIC DEVELOPMENT	7.17
	1/25/19	COFFEE, FILTERS	GENERAL FUND	GENERAL GOVT BUILDINGS	79.77
	1/25/19	POST-IT NOTES	GENERAL FUND	SECURITY CENTER	11.32
	1/25/19	POST-IT NOTES	GENERAL FUND	SECURITY CENTER	11.33
	1/25/19	FOLDERS, DIVIDERS, BINDER	GENERAL FUND	SECURITY CENTER	36.05
	1/25/19	FOLDERS, DIVIDERS, BINDER	GENERAL FUND	SECURITY CENTER	36.04

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	ORGANIZER, CLIPBOARD, ENVE	GENERAL FUND	FIRE ADMINISTRATION	25.77
	1/25/19	NOTE CARDS W/ENVELOPES	GENERAL FUND	FIRE ADMINISTRATION	49.74
	1/25/19	SHARPIES, CLIPBOARD, NOTEB	GENERAL FUND	PAVED STREETS	17.71
	1/25/19	PLANNER	GENERAL FUND	CODE ENFORCEMENT	15.49
	1/25/19	CARTRIDGE	GENERAL FUND	CENTER FOR ACTIVE LIVI	140.79-
	1/25/19	PAPER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	41.00
	1/25/19	PENS, UNIBALL	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	11.04
	1/25/19	GOLDENROD PAPER	WATER	ACCTS-RECORDS & COLLEC	5.91
	1/25/19	DETERGENT	WATER	ACCTS-RECORDS & COLLEC	2.78-
	1/25/19	PAPER CLIPS	WATER	ACCTS-RECORDS & COLLEC	5.77-
	1/25/19	GOLDENROD PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	5.91
	1/25/19	DETERGENT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	2.78-
	1/25/19	PAPER CLIPS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	5.76-
	1/25/19	GOLDENROD PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	11.82
	1/25/19	DETERGENT	ELECTRIC	ACCTS-RECORDS & COLLEC	5.57-
	1/25/19	PAPER CLIPS	ELECTRIC	ACCTS-RECORDS & COLLEC	11.53-
	1/25/19	ENVELOPES, TAPE	LIQUOR	O-GEN MISC	14.66
	1/25/19	STOOLS, PLANNER, RUBBERBAN	LIQUOR	O-GEN MISC	450.50
	1/25/19	BINDER CLIPS	DATA PROCESSING	DATA PROCESSING	1.84_
				TOTAL:	772.08
OPTUM BANK	1/25/19	HSA MONTHLY ADMIN FEE	GENERAL FUND	GENERAL GOVT BUILDINGS	52.50_
				TOTAL:	52.50
PAUSTIS & SONS	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	1,508.00
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	20.00_
				TOTAL:	1,528.00
PAWN-IT INC	1/25/19	LIGHTING RETROFIT EFFICIEN	ELECTRIC	CUSTOMER INSTALL EXPEN	709.29
	1/25/19	OFF-PEAK LED LIGHTING	ELECTRIC	CUSTOMER INSTALL EXPEN	188.34_
				TOTAL:	897.63
MN PEIP	1/25/19	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,800.01
	1/25/19	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	6,286.16
	1/25/19	INSURANCE-PTO PAYOUT	GENERAL FUND	NON-DEPARTMENTAL	2,097.92
	1/25/19	INSURANCE- SELF INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	1,642.71
	1/25/19	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	618.30
	1/25/19	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	618.30
	1/25/19	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	722.21
	1/25/19	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	722.21
	1/25/19	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	872.98
	1/25/19	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	872.98
	1/25/19	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	722.24
	1/25/19	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	722.24
	1/25/19	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	1,589.03
	1/25/19	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	910.76
	1/25/19	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,140.16
	1/25/19	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,140.16
	1/25/19	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	12,529.57
	1/25/19	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	37.28
	1/25/19	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	12,566.85
	1/25/19	BOMGAARS JAN FOR FEB	GENERAL FUND	POLICE ADMINISTRATION	1,444.42
	1/25/19	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,263.68
	1/25/19	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,263.65
	1/25/19	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,263.70
	1/25/19	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,263.63

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	394.68
	1/25/19	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	224.53
	1/25/19	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	56.38
	1/25/19	HEALTH INS PREM	GENERAL FUND	ICE AND SNOW REMOVAL	339.30
	1/25/19	HEALTH INS PREM	GENERAL FUND	ICE AND SNOW REMOVAL	56.38
	1/25/19	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	312.32
	1/25/19	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	312.32
	1/25/19	HEALTH INS PREM	GENERAL FUND	MISC SPECIAL DAYS/EVEN	56.39
	1/25/19	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	49.80
	1/25/19	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	309.15
	1/25/19	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	309.15
	1/25/19	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	309.51
	1/25/19	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	309.51
	1/25/19	HEALTH INS PREM	RECREATION	PARK AREAS	722.21
	1/25/19	HEALTH INS PREM	RECREATION	PARK AREAS	722.21
	1/25/19	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	63.73
	1/25/19	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	63.43
	1/25/19	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	254.90
	1/25/19	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	253.72
	1/25/19	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	36.08
	1/25/19	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	122.08
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	EAST AVE-CSAH E ST. IM	162.50
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	HUMISTON AVE & 5TH AVE	54.17
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	8TH AV-9TH TO DEAD END	126.39
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	W GATEWAY DR SANITARY	3.52
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	W GATEWAY DR AREA WT E	3.52
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	OTHER MISC PROJECTS	164.32
	1/25/19	HEALTH INS PREM	IMPROVEMENT CONST	OTHER MISC PROJECTS	198.61
	1/25/19	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	221.58
	1/25/19	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	232.02
	1/25/19	HEALTH INS PREM	WATER	O-SOURCE WELLS & SPRNG	12.56
	1/25/19	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	563.83
	1/25/19	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	563.83
	1/25/19	HEALTH INS PREM	WATER	O-DISTR MISC	72.85
	1/25/19	HEALTH INS PREM	WATER	O-DISTR MISC	15.46
	1/25/19	HEALTH INS PREM	WATER	GENERAL ADMIN	84.57
	1/25/19	HEALTH INS PREM	WATER	GENERAL ADMIN	77.04
	1/25/19	HEALTH INS PREM	WATER	ADMIN OFFICE SUPPLIES	3.14
	1/25/19	HEALTH INS PREM	WATER	ACCTS-METER READING	263.98
	1/25/19	HEALTH INS PREM	WATER	ACCTS-METER READING	310.11
	1/25/19	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	143.49
	1/25/19	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	143.49
	1/25/19	HEALTH INS PREM	WATER	PROJECT #11	36.11
	1/25/19	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	80.34
	1/25/19	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	85.64
	1/25/19	INSURANCE-PTO PAYOUT	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.76
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	169.15
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	169.15
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	394.68
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	394.68
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	15.46
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	15.46
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	67.66
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	61.63
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.14
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	118.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	118.66
	1/25/19	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	575.51
	1/25/19	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	615.56
	1/25/19	INSURANCE-PTO PAYOUT	ELECTRIC	NON-DEPARTMENTAL	280.06
	1/25/19	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	42.29
	1/25/19	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	964.00
	1/25/19	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	454.77
	1/25/19	HEALTH INS PREM	ELECTRIC	M-SOURCE STRUCTURES	57.39
	1/25/19	HEALTH INS PREM	ELECTRIC	M-SOURCE MISC	27.86
	1/25/19	HEALTH INS PREM	ELECTRIC	M-SOURCE MISC	28.19
	1/25/19	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	27.86
	1/25/19	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	91.62
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	643.79
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	1,219.91
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	175.61
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	104.48
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR PLANT MISC	373.47
	1/25/19	HEALTH INS PREM	ELECTRIC	M-DISTR PLANT MISC	227.55
	1/25/19	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	411.60
	1/25/19	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	374.92
	1/25/19	HEALTH INS PREM	ELECTRIC	ADMIN OFFICE SUPPLIES	31.40
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	113.10
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	225.53
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	635.25
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	635.25
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	154.57
	1/25/19	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	154.57
	1/25/19	HEALTH INS PREMIUM	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	31.72
	1/25/19	HEALTH INS PREM	INDUSTRIAL WASTEWA	O-PURIFY MISC	144.43
	1/25/19	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	27.81
	1/25/19	HEALTH INS PREM	STORM WATER MANAGE	STORM DRAINAGE	72.22
	1/25/19	HEALTH INS PREM	STORM WATER MANAGE	PROJECT #24	42.30
	1/25/19	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	231.61
	1/25/19	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	381.01
	1/25/19	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,622.30
	1/25/19	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,622.30
	1/25/19	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	309.51
	1/25/19	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	309.51
	1/25/19	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,140.13
	1/25/19	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,140.13
	1/25/19	BOMGAARS JAN FOR FEB	HEALTH INS PLAN (T	NON-DEPARTMENTAL	619.02_
				TOTAL:	89,002.20
PEPSI COLA BOTTLING CO	1/25/19	MIX	LIQUOR	NON-DEPARTMENTAL	76.95_
				TOTAL:	76.95
PHILLIPS WINE & SPIRITS INC	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,471.34
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	1,879.25
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,346.00
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	342.35
	1/25/19	MIX	LIQUOR	NON-DEPARTMENTAL	23.50
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	64.00-
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	62.95
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	70.98
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	77.94
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	11.83

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
				TOTAL:	10,220.45
POLICEONE.COM	1/25/19	TASER CEW INSTRUCTOR CERT	GENERAL FUND	POLICE ADMINISTRATION	495.00_
				TOTAL:	495.00
PRODUCTIVITY PLUS ACCOUNT	1/25/19	PTO SHAFT-SNOW BLOWER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	70.27_
				TOTAL:	70.27
PROSTEAM CLEANING INC	1/25/19	SWEEP, CLEAN EPOXY FLOOR	LIQUOR	O-GEN MISC	160.31_
				TOTAL:	160.31
PSI POWER WASHERS INC	1/25/19	SERVICE/REPAIR	GENERAL FUND	PAVED STREETS	201.57
	1/25/19	SERVICE/REPAIR	GENERAL FUND	PAVED STREETS	119.00_
				TOTAL:	320.57
RACOM CORP	1/25/19	BATTERIES	GENERAL FUND	FIRE ADMINISTRATION	300.00_
				TOTAL:	300.00
REKER CONSTRUCTION & AGGREGATE LLC	1/25/19	HAUL SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	405.00_
				TOTAL:	405.00
RJM DISTRIBUTING INC	1/25/19	BEER	LIQUOR	NON-DEPARTMENTAL	267.80_
				TOTAL:	267.80
RONS REPAIR INC	1/25/19	#417 STARTER	GENERAL FUND	PAVED STREETS	362.59_
				TOTAL:	362.59
RUNNINGS SUPPLY INC-ACCT#9502440	1/25/19	TOOLS	WATER	O-DIST UNDERGRND LINES	56.33
	1/25/19	TREATMENT PLANT PAINT	WATER	M-PURIFY STRUCTURES	66.72
	1/25/19	PUMP STATION SUPPLIES	WATER	M-PURIFY EQUIPMENT	29.48_
				TOTAL:	152.53
RUNNINGS SUPPLY INC-ACCT#9502485	1/25/19	NITRILE GLOVES	GENERAL FUND	PAVED STREETS	41.97
	1/25/19	ICE MELT, SNOW BROOM & BRU	GENERAL FUND	ICE AND SNOW REMOVAL	66.96
	1/25/19	PROGRESSIVE MOWER PARTS	RECREATION	PARK AREAS	7.81
	1/25/19	PROGRESSIVE MOWER PARTS	RECREATION	PARK AREAS	42.09
	1/25/19	PROGRESSIVE MOWER PARTS	RECREATION	PARK AREAS	8.60_
				TOTAL:	167.43
SCHAAP SANITATION INC	1/25/19	DEBRIS DISPOSAL	GENERAL FUND	CODE ENFORCEMENT	253.16_
				TOTAL:	253.16
SCHWALBACH	1/25/19	WALL PLATES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	8.27_
				TOTAL:	8.27
SCHWALBACH ACE HARDWARE-5930	1/25/19	BRACKET-DVD MOUNTING	GENERAL FUND	CENTER FOR ACTIVE LIVI	48.30
	1/25/19	BRACKET	GENERAL FUND	CENTER FOR ACTIVE LIVI	15.96-
	1/25/19	STORAGE ROOM SHELIVING	GENERAL FUND	CENTER FOR ACTIVE LIVI	76.20
	1/25/19	BATTERY	RECREATION	PARK AREAS	4.99
	1/25/19	FASTENERS-PROGRESSIVE MOWE	RECREATION	PARK AREAS	41.79_
				TOTAL:	155.32
SECURE BENEFITS SYSTEMS CORP	1/25/19	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	56.85
	1/25/19	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	63.77
	1/25/19	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,124.97

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	1/25/19	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,124.97
	1/25/19	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,505.46
	1/25/19	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,418.50
	1/25/19	MONTHLY ADMIN FEE	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	1/25/19	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	3.39
	1/25/19	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	3.50
	1/25/19	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	125.33
	1/25/19	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	127.25
	1/25/19	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.51
	1/25/19	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.69
	1/25/19	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	23.70
	1/25/19	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	75.20
	1/25/19	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.51
	1/25/19	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.62
	1/25/19	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	113.73
	1/25/19	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	118.93
	1/25/19	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	11.50
	1/25/19	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	16.00
	1/25/19	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	208.33
	1/25/19	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	208.33
	1/25/19	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	363.70
	1/25/19	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	363.70
	1/25/19	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	1/25/19	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	3.99
	1/25/19	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	208.33
	1/25/19	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	208.33
	1/25/19	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	65.87
	1/25/19	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	65.88
	1/25/19	ADMIN FEE	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.45
	1/25/19	UNREIMBURSED MEDICAL	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	20.83
	1/25/19	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.23
	1/25/19	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	7.50
	1/25/19	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	1/25/19	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	1/25/19	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	91.66
	1/25/19	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	91.66
	1/25/19	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	1/25/19	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	1/25/19	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	104.16
	1/25/19	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	104.16_
				TOTAL:	8,074.98
SHORT ELLIOTT HENDRICKSON INC	1/25/19	SPEC BLDG DESIGN	GENERAL FUND	OTHER GEN GOVT MISC	4,440.00
	1/25/19	HOTEL THOMPSON RE-ROOFING	GENERAL FUND	OTHER GEN GOVT MISC	2,875.47_
				TOTAL:	7,315.47
SOUTHERN GLAZER'S OF MN	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,642.25
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	168.00
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,630.20
	1/25/19	MIX	LIQUOR	NON-DEPARTMENTAL	24.05
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	60.00
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	13,734.65
	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	784.95
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	20.34
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	51.21
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	2.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	30.13
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	257.14
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	16.65
				TOTAL:	21,430.82
SOUTHWEST MINNESOTA HOUSING PARTNERSHI	1/25/19	NEW CASTLE TI#14	NEWCASTLE TOWNHOME	SW MN HOUSING	3,806.28
	1/25/19	NEW CASTLE TI#14	NEWCASTLE TOWNHOME	SW MN HOUSING	3,919.06
				TOTAL:	7,725.34
SOUTHWESTERN MENTAL HEALTH CENTER INC	1/25/19	EAP SESSION	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	65.00
	1/25/19	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	195.00
				TOTAL:	260.00
STENZEL EXCAVATING	1/25/19	1/19/19 HAUL SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	840.00
	1/25/19	12/29/18 HAUL SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	490.00
				TOTAL:	1,330.00
TRENTON STOYKE	1/25/19	MATS 1/14/19	GENERAL FUND	GENERAL GOVT BUILDINGS	28.40
	1/25/19	MATS 12/31/18	GENERAL FUND	GENERAL GOVT BUILDINGS	28.40
				TOTAL:	56.80
UNITED PARCEL SERVICE	1/25/19	INTERNET SHIPPING CHARGES	ELECTRIC	O-DISTR MISC	20.82
				TOTAL:	20.82
UNIVERSITY OF MINNESOTA	1/25/19	SHADE TREE REGISTRATION-RO	RECREATION	TREE REMOVAL	215.00
				TOTAL:	215.00
VEOLIA WATER NORTH AMERICA	1/25/19	CONTRACT OPERATIONS WWTF-J	INDUSTRIAL WASTEWA	O-PURIFY MISC	51,600.11
				TOTAL:	51,600.11
VERIZON WIRELESS	1/25/19	5 NEW CELL PHONES, CASES	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	2,914.92
	1/25/19	ONE DATA LINE	PD TASK FORCE	BUFFALO RIDGE DRUG TAS	26.02
				TOTAL:	2,940.94
VINOCOPIA INC	1/25/19	LIQUOR	LIQUOR	NON-DEPARTMENTAL	195.25
	1/25/19	WINE	LIQUOR	NON-DEPARTMENTAL	264.00
	1/25/19	FREIGHT	LIQUOR	O-SOURCE MISC	20.00
				TOTAL:	479.25
WAL MART COMMUNITY/RFCSLLC	1/25/19	TABLE	GENERAL FUND	CENTER FOR ACTIVE LIVI	37.88
	1/25/19	OFFICE SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	35.77
	1/25/19	SPEAKERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	10.63
	1/25/19	CLEANING SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	7.52
	1/25/19	NAILS, HANGER, COMMAND STR	GENERAL FUND	CENTER FOR ACTIVE LIVI	34.15
	1/25/19	MOVIES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	40.53
				TOTAL:	166.48
PHILLIP JAY WILLARDSON	1/25/19	SHOVELING 1/3/19	GENERAL FUND	CODE ENFORCEMENT	35.00
				TOTAL:	35.00
WORTHINGTON AREA UNITED WAY	1/25/19	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	24.00
	1/25/19	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	24.00
				TOTAL:	48.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WORTHINGTON AUTO SUPPLY	1/25/19	#13-33 HEAD LIGHT	GENERAL FUND	POLICE ADMINISTRATION	14.00_
				TOTAL:	14.00
WORTHINGTON BUILDING MATERIALS INC	1/25/19	SCREWS, 2X6	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	114.66_
				TOTAL:	114.66
WORTHINGTON ELECTRIC INC	1/25/19	CITY HALL LIGHTS, BALLASTS	GENERAL FUND	GENERAL GOVT BUILDINGS	443.88
	1/25/19	DEMO @ MC FITNESS BLDG	GENERAL FUND	PAVED STREETS	300.00
	1/25/19	AIRPORT SENSOR #7 REPAIR	AIRPORT	O-GEN MISC	33.08
	1/25/19	AIRPORT SENSOR #7 REPAIR	AIRPORT	O-GEN MISC	570.00_
				TOTAL:	1,346.96
WORTHINGTON FOOTWEAR	1/25/19	BOOTS	GENERAL FUND	PAVED STREETS	200.00_
				TOTAL:	200.00
WORTHINGTON HOUSING AUTHORITY	1/25/19	OFF-PEAK LED LIGHTING-LUCY ELECTRIC		CUSTOMER INSTALL EXPEN	368.88_
				TOTAL:	368.88
WORTHINGTON REGIONAL ECON DEV CORP	1/25/19	JANUARY DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	5,375.00_
				TOTAL:	5,375.00
WYCOFF DANNY	1/25/19	MILEAGE 11/15-12/17/18	LIQUOR	O-GEN MISC	32.26
	1/25/19	MILEAGE 12/19-12/31/18	LIQUOR	O-GEN MISC	20.17_
				TOTAL:	52.43
YMCA	1/25/19	2019 CONTRACT PAYMENT JAN	RECREATION	RECREATION PROGRAMS	4,366.63_
				TOTAL:	4,366.63

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

101	GENERAL FUND	298,588.66
202	MEMORIAL AUDITORIUM	2,565.08
207	PD TASK FORCE	2,951.98
229	RECREATION	8,558.63
231	ECONOMIC DEV AUTHORITY	5,491.92
321	PIR/TRUNKS	643.00
401	IMPROVEMENT CONST	12,423.56
428	NEWCASTLE TOWNHOMES	7,725.34
601	WATER	7,046.47
602	MUNICIPAL WASTEWATER	8,233.67
604	ELECTRIC	19,022.53
605	INDUSTRIAL WASTEWATER	70,870.64
606	STORM WATER MANAGEMENT	154.17
609	LIQUOR	112,389.99
612	AIRPORT	4,052.43
702	DATA PROCESSING	4,615.25
703	SAFETY PROMO/LOSS CTRL	260.00
705	HEALTH INS PLAN (TPA)	619.02

	GRAND TOTAL:	566,212.34
