WORTHINGTON CITY COUNCIL

AGENDA

REGULAR MEETING

7:00 P.M. - TUESDAY, MAY 26, 2020 VIA VIDEO CONFERENCE CALL

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. INTRODUCTIONS AND OPENING REMARKS
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE
 - 1. Additions/Changes
 - 2. Closure
- D. PUBLIC MEETING STORM WATER POLLUTION PREVENTION PLAN-ENGINEERING - CASE ITEM 1 (BLUE)
- E. CONSENT AGENDA
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of May 11, 2020
 - 2. MINUTES OF BOARDS & COMMISSIONS (PINK)
 - a. Board of Review Minutes of April 30, 2020
 - b. Prairie Justice Center Joint Operations Committee Minutes of January 20, 2020
 - 3. CITY COUNCIL BUSINESS PUBLIC WORKS MEMO (GREEN)

Case Item(s)

- 1. 2020 Private Dock Applications
- 4. FINANCIAL STATEMENTS (LAVENDER)
 - a. Municipal Liquor Store Income Statement for the Period of January 1, 2020 through April 30, 2020

5. BILLS PAYABLE (WHITE)

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

F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

- 1. Prorate 2020-2021 City Issued Liquor Licenses
- 2. Nominating Committee Recommendation for Committee Appointments

G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

- 2. Spec Building Change Order No. 2
- 3. Beach Nook Agreement Amendment

H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

- 2. Approve Plans and Specifications for 2020 Bituminous Overlays
- 3. Professional Services for Tap Trail Project

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

Case Item(s)

1. Prairie View Golf Course Topographic Survey Proposal

J. COUNCIL COMMITTEE REPORTS

- 1. Mayor Kuhle
- 2. Council Member Janssen
- 3. Council Member Oberloh

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- 4. Council Member Cummings
- 5. Council Member Ernst
- 6. Council Member Harmon
- K. CITY ADMINISTRATOR REPORT
- L. ADJOURNMENT

*** Please Contact Mindy Eggers, City Clerk (507) 372-8621 for information to attend the video conference call for the City Council Meeting on Tuesday, May 26, 2020 at 7:00 p.m.***

WORTHINGTON CITY COUNCIL REGULAR MEETING, MAY 11, 2020

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

Staff present: Participating via conference call, Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/ Economic Development Director; Todd Wietzema, Director of Public Works; Dwayne Haffield, Director of Engineering; Jeremiah Cromie, City Planner; Mindy Eggers, City Clerk.

Others present: Participating via conference call, Justine Wettschreck, Radio Works, Ryan McGaughey, Chris Kielblock, John Landgaard, Rodney Obermoller.

The Pledge of Allegiance was recited.

AGENDA CLOSED / APPROVED

Mayor Kuhle noted an addition to the agenda under Administration *F. 2. Resolution in Support of Local Businesses*. A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the agenda with the addition of *F.2. Resolution of Support of Local Businesses* by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

PUBLIC HEARING AND RESOLUTION NO. 2020-05-20 ADOPTED ORDERING IMPROVEMENT OF PLANS AND SPECIFICATIONS, RESOLUTION NO. 2020-05-21 ADOPTED ORDERING IMPROVEMENT, RESOLUTION NO. 2020-05-22 ADOPTED RELATING TO FINANCING OF CERTAIN PUBLIC IMPROVEMENT BY THE CITY OF WORTHINGTON; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

Pursuant to published notice this was the time and date for a public hearing on the Wagner Addition Street and Water Improvements.

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to open the hearing by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

Dwayne Haffield, Director of Engineering, stated that the Wagner Addition Street and Water Improvements are proposed in the project feasibility report. Below is a summary of the improvement costs and total estimated assessments for the projects:

STREET SURFACING

City share of assessable costs	\$0.00
Total city share	\$0.00

Assessments receivable \$61,000.00 TOTAL COST \$61,000.00

The estimated assessment rate is \$63.147/ft

WATER DISTRIBUTION

Hydrant Costs	\$3,000.00
Trunk Assessments	\$5,555.63
Due to Trunk	\$2,555.63

Mayor Kuhle asked if there was anyone who wished to present testimony. None was received.

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to close the hearing with a roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adopt the following resolutions Ordering Improvement and Preparation of Plans and Specifications, Ordering Improvement for water distribution and Relating to Financing of Certain Public Improvement by the City of Worthington; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code by a roll call vote: Ayes: Cummings, Ernst, Harmon, Janssen, Oberloh. Nays: None.

RESOLUTION NO. 2020-05-20

A RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-05-21

A RESOLUTION ORDERING IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-05-22

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

(Refer to Resolution File for complete copy of Resolution)

CONSENT AGENDA APPROVED

The motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the consent agenda as presented by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

- City Council Minutes of Regular Meeting of April 27, 2020
- Water & Light Commission Minutes of May 4, 2020
- Economic Development Authority Minutes of April 27, 2020
- Water & Light Commission Minutes of April 20, 2020
- Housing & Redevelopment Authority Minutes of March 19, 2020
- Bills payable and totaling \$1,325,225.46 be ordered paid

PERMISSION OF LOCAL CHURCHES TO HOLD WORSHIP SERVICES

Steve Robinson explained some pastors from local churches are requesting permission from City Council to hold worship services. Churches would be required to establish guidelines including distancing, attendance limit, wearing of masks and other measures intended to enhance the safety of parishioners. He said late this afternoon he was contacted by the Ministerial Association and requesting more time to discuss the item with local pastors.

RESOLUTION NO. 2020-05-23 ADOPTED IN SUPPORT OF LOCAL BUSINESS

Council Member Cummings stated that he has been contacted by local business owners asking what the City could do to help them. Mr. Cummings said many businesses are struggling and may not be able to open again. Steve Robinson, City Administrator, stated the proposed Resolution urges Governor Tim Walz to lift the Stay at Home Order to allow the re-opening of restaurants, hair salons, small retailers and other places of public accommodation and any other business that was required to close as a result of the Executive Orders. The resolution also requests those that are sick, have vulnerable immune systems or other underlying health conditions to continue to stay at home and follow public health and safety protocols.

Mayor Kuhle stated it is a great resolution.

Council Member Janssen asked when it would go into effect. He stated that we have a Governor and we should listen to him.

Council Member Cummings said that this was not an action it is a simple request asking the Governor to re-open the state. The Senate voted on a similar resolution today.

Council Member Oberloh stated that he would like to see it taken a step further and allow businesses in the community to re-open on May 18, 2020 with the guidelines similar to what the Senate voted on today.

Council Member Cummings stated that he is not opposed at all to allowing businesses the option to re-open on Monday, May 18, 2020 and have safety measures in place.

Council Member Oberloh stated that he would propose having a Special Meeting on Friday, May 15, 2020, at 4:00 p.m. to approve a resolution lifting the stay at home order and allow businesses to re-open if the Governor does not do it before. Staff will schedule the meeting.

A motion was made by Council Member Cummings, seconded by Council Member Harmon to adopt the following resolution by a roll call vote. Ayes: Cummings, Harmon, Ernst, Oberloh. Nays: Janssen. Motion passed.

PHASE ONE SALES TAX - SLATER AND LUDLOW PARKING LOT PLANS APPROVAL AND AUTHORIZATION TO ADVERTISE FOR BIDS APPROVED

Todd Wietzema, Public Work Director, stated one of the approved uses of this new sales tax, was for Park Improvements. The construction on Phase One Park Improvements has started, these include; a new shelter at Centennial Park, bathroom and shelter at Slater Park, and a new restroom and storage facility at Buss Field. Mr. Wietzema said the second set of park improvement projects are ready to be started. These projects include a new parking lot and sidewalks at Slater Park, along with new parking and sidewalks at Ludlow Park. Layre Mick of Midwest Engineering, has finalized our plans and the construction documents for these projects and we are now ready to advertise for bids. These plans have been reviewed and endorsed by the Park and Recreation Advisory Board.

He said the proposed bidding schedule, if approved by council, would be as follows:

- May 13, 2020 Advertisement for Bids
- June 4, 2020 Bid Opening
- June 8, 2020 Council consideration of awarding contract

A motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to approve the Slater and Ludlow Park plans and authorize advertisement for bids by a roll call vote. Ayes: Harmon, Cummings, Ernst, Oberloh, Janssen. Nays: None.

APPROVED BEACH NOOK TRAIL CHANGE ORDER

Todd Wietzema explained Duininck Inc., our contractor for the Trails and Utilities portion of the Beach Nook, has proposed a change order for the project. This proposed change order would change paving material on 315 feet of bike trail from bituminous to concrete. The proposed cost of this change would be \$10,000.00. Mr. Wietzema stated the reason they are proposing this change, is because of some unfavorable soil conditions in the trail area. Staff also feels that we also get a longer life expectancy and a better overall project with concrete instead of bituminous. The change order will increase our contact price from \$194,721.45 to 204,721.45.

Council Member Oberloh stated that he isn't happy that the work is already done and Council is being asked to approve the change order after the fact. Mr. Wietzema stated that due to time constraints of getting the project done so the Beach Nook can open was a factor in staff moving forward with the change order before bringing it to Council. Council Member Ernst stated that bituminous does not hold up as well as concrete and feels it's the best for the project. Council Member Oberloh stated that he respected Council Member Ernst's opinion on bituminous versus concrete but does not approve of an employee approving something before Council. Council Member Ernst stated something should not be voted against because an employee authorized the work before Council approved it. Council Member Cummings said he somewhat agrees but Council answers to the taxpayers.

A motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to approve the Beach Nook Trail Change Order by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

PHASE ONE PARK SHELTER CHANGE ORDERS APPROVED

Todd Wietzema, Public Works Director, stated the City entered into a contract with Van Grouw Construction, to construct our Phase One Park sales tax projects. These projects include a new Centennial Park shelter house, Slater Park restroom and shelter, and a new restroom at Buss Field Soccer Complex. Van Grouw Construction has proposed a first set of change orders for these projects. They are as follows:

1.)	Add 2' of foam to foundation walls at Buss Field:	Add	\$1,140.00
2.)	Add electrical heater at Buss Field mechanical room:	Add	\$2,393.00
3.)	Change from 4" to 6" concrete floor at Centennial:	Add	\$2,400.00
4.)	Change 5 GFI 240 volt outlets:	Add	\$4,770.00
5.)	Change bathroom partition types: Deduct		\$-4,250.00

Total change amount: Add

Mr. Wietzema explained with our current contract sum at \$1,125,000. Adding these change orders will increase our current contract amount to \$1,131,453. The original architects estimate for this project was \$1,625,000.

\$6,453.00

Council Member Oberloh asked if the work was already completed on this change order as well. Mr. Wietzema responded no. Council Member Oberloh asked why the cement work was specked at 4 inches and not 6. Mr. Wietzema said because of concerns about soil conditions. Council Member Oberloh asked the reasoning for heating the mechanical room at Buss Field. Mr. Wietzema explained that there are a set of pumps that lift the pump sewage out of the sewer and this way they will not have to be removed in the winter.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the phase one park shelter change by a roll call vote: Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

APPROVED REVIEW OF DRAFT ADA TRANSITION PLAN FOR PUBLIC RIGHTS-OF-WAY

Dwayne Haffield, Director of Engineering, stated the Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity". Mr. Haffield said as a provider of public services and programs, cities must comply with the requirements established pursuant to the Act, specifically as it applies to local public services and transportation. The initial transition plan was to have been completed by cities with more than 50 employees in 1992. While the removal of barriers in street rights-of-way such as curbs at crosswalks was undertaken early, more specific requirements for addressing accessability in rights-of-way has evolved since that time. Particularly, the contemporary Public Right of Way Accessibility Guidelines (PROWAG) were published in 2011 and amended in 2013. These guidelines represent the best methods or practices for meeting the ADA but are not rules at this time. The Federal Highway Administration (FHWA) is working on ensuring that the requirements and expectations of the ADA law are being met on local transportation systems by ensuring ADA Transition Plans are being by developed local agencies. While withholding of FHWA funding may be an additional incentive, maintaining compliance with the ADA remains the primary purpose in development of the updated ADA Transition Plan for Rights-of-Way.

Mr. Haffield stated staff is seeking Council's comments and input on the draft report, and requesting approval to post the report and advertise for solicitation of public comments. The comment period is proposed to end June 1, 2020 with Council's final approval tentatively scheduled for June 8, 2020.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously approved to post the report and advertise for public comments by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

RECEIVE REPORT AND ORDER HEARING FOR GLENWOOD HEIGHTS 2nd ADDITION PUBLIC IMPROVEMENTS APPROVED

Dwayne Haffield, Director of Engineering, stated the City and Worthington Public Utilities (WPU) are advancing the development of residential subdivision west of Glenwood Heights. The first phase of that subdivision includes 28 lots and 10 outlots. The 28 lots includes 6 R2 lots, which may be paired up for townhome development, and 22 R1 lots. The 10 outlots include one that will remain in City ownership for storm water management (J), and 8 (A-H) that will be conveyed to abutting property owners. The remaining outlot (I) is that part of the property to be held for further subdivision.

Mr. Haffield explained the City and WPU are acting as the developer of the subdivision and is, with certain exceptions, responsible for providing public infrastructure needed to support the lots being created. As with most subdivisions, one or more of the public improvements qualifies to be completed as an assessable public improvement. These are improvements that needed to be installed at a greater depth and/or of a larger size to service properties outside the planned development. Street surfacing is also allowed to be completed as an assessable public improvement and furnishing fire hydrants is a water trunk fund obligation. New subdivisions are often subject to additional assessments for trunk sewer and water improvements previously completed.

He said in the case of the proposed Glenwood Heights 2nd Addition the storm water improvements will accommodate flows from upstream of the subdivision and therefore qualify to be completed as an assessable improvement. It is also proposed that surfacing be accomplished as an assessable improvement. All of the lots will be subject to additional assessments for prior trunk sewer and water improvements. Fire hydrants to be provided for from the water trunk fund are also required. While it is typical for the assessable public improvements to be petitioned for by the owner, the necessary assessable improvements are proposed to be Council initiated.

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adopt the following resolutions Ordering Preparation of Feasibility Report on Proposed Improvement, Receiving Report and Calling for a Hearing on Proposed Improvement, Ordering Preparation Feasibility Report on Proposed Improvement, Receiving Report and Calling for Hearing on Proposed Improvement by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

RESOLUTION NO. 2020-05-24

A RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-05-25

A RESOLUTION RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-05-26

A RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-05-27

A RESOLUTION RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

CONDITIONAL USE PERMIT APPROVED - 1207 AND 1209 SOUTH SHORE DRIVE COMPLEX - RODNEY OBERMOLLER

Rodney Obermoller has submitted a request for a conditional use permit for the construction of a two-unit 1,654 square foot duplex with two 672 square foot attached garages at 1207 and 1209 South Shore Drive currently owned by V & O properties. The property is zoned 'R-1' – Single Family Detached. Two-family dwellings are permitted in the 'R-1' district through issuance of a conditional use permit. The legal description of the subject property under consideration is as follows:

Lots 4, 5, 10, 15, 16, and 17, Block 17, Ludlow Acres, City of Worthington, Nobles County, Minnesota.

Jeremiah Cromie, City Planner explained a conditional use permit was obtained in July of 2018 allowing for the construction of two duplexes including the one under consideration here. In that original approved conditional use permit, the dimensions of the garages on the southern duplex were 24 feet by 24 feet. The applicant would like to increase the size of the garages to 24 feet by 28 feet.

The Planning Commission considered the conditional use permit at its May 5, 2020 meeting. After holding a public hearing, the Commission voted unanimously to recommend the City Council approve the conditional use permit subject to the following conditions:

- 1. The applicant received a variance for a 1% increase above the maximum 35% impervious coverage for the lot;
- 2. The property is developed in accordance with the submitted site plan in Exhibit 1B; and
- 3. The subject property maintain compliance with all applicable local, state, and federal requirements.

A motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to approve the Conditional Use Permit for the property located at 1207 and 1209 South Shore Drive by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

APPROVED CONDITIONAL USE PERMIT - 1220 OSLO STREET - VIDEO SCOREBOARD (ISD518)

Independent School District 518 (ISD 518) has submitted a request for a conditional use permit for property they own at 1220 Oslo Street (a.k.a. "Trojan Field") to place an approximate 905 square foot video scoreboard on the property. Any scoreboard containing a video display or exceeding 500 square feet requires a conditional use permit to allow construction and operation while meeting certain restrictions. The legal description of the property under consideration is as follows:

Lots 10 through 17, Block 2; Lots 1 through 16, Block 3; Lots 4 through 10, Block 4; Street Lots B, C, and E, and Street Lot D except the north 155 feet thereof; Alley Lot B; and Alley Lot C except the north 155 feet thereof; all in Auditor's Plat of Chermak Sub-Division;

AND

Lots 5 through 14; Street Lot A abutting Lots 5 through 14; and Street Lot C; all in Roos' Subdivision;

AND

The south one-half of:

That part of the alleys and 13th Street in and abutting Block 4, Auditor's Plat of Chermak's Sub-Division, City of Worthington, Nobles County, Minnesota described as follows:

That part of Alley Lot A lying between Lots 1 through 3 and Lot 4, in said Block 4,

Together with,

That part of Alley Lot C described as beginning at the southeast corner of Lot 3 in said Block 4; thence east along an easterly projection of the south line of said Lot 3 a distance of 20.00

feet to the east line of Alley Lot C; thence south along the east line of said Alley Lot C a distance of 18.00 feet to an easterly projection of the north line of Lot 4 in said Block 4; thence west along said easterly projection a distance of 20.00 feet to the northeast corner of said Lot 4; thence north to the point of beginning,

Together with,

That part of Alley Lot A and 13th Street described as beginning at the southwest corner of Lot 1 in said Block 4; thence west along a westerly projection of the south line of said Lot 1 a distance of 23.00 feet; thence south and parallel with a projection of the west line of said Lot 1 a distance of 18.00 feet to a westerly projection of the north line of Lot 4 in said Block 4; thence east along said westerly projection a distance of 23.00 feet to the northwest corner of said Lot 4; thence north to the point of beginning.

EXCEPT

That part of Lots 10 through 17, Block 2 and Street Lot "D", described as commencing at the northwest corner of Lot 4, Block 4; thence west along a westerly projection of the north line of said Lot 4 a distance of 23.00 feet to the point of beginning; thence west to the northeast corner of Lot 17, Block 2; thence continuing west along the north line of Lots 10 through 17, Block 2 to the northwest corner of said Lot 10; thence south and perpendicular to the north line of Lot 10, Block 2 a distance of 7.50 feet; thence east and parallel with the north line of Lots 10 through 17, Block 2 to the east line of said Lot 17; thence continuing east along a projection of the last described line a distance of 47 feet; thence north and perpendicular to the last described line a distance of 7.50 feet, more or less, to the point of beginning.

AND ALSO

Lot 11, except the north 137 feet thereof, Block 4, Auditor's Plat of Chermak Sub-Division; all within the City of Worthington.

The Planning Commission considered the conditional use permit at its May 5, 2020 meeting. After holding a public hearing, the Commission voted unanimously to recommend the City Council approve the conditional use permit subject to the following conditions:

- 1. The scoreboard is constructed where it is shown on the site plan in Exhibit 2A;
- 2. The scoreboard does not exceed 45 feet in total height including supports;
- 3. The applicant plants and maintain trees as shown in Exhibit 2D within one year of approval;
- 4. The scoreboard and property comply with all applicable local, state, and federal requirements.

A motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to approve the conditional use permit for the property located at 1220 Oslo by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

PROPOSED EDA REFORMS APPROVED

Jason Brisson, Assistant City Administrator/Director of Economic Development said at the January 22, 2020 City Council meeting, City staff brought forward some proposed Economic Development Authority (EDA) reforms aimed at encouraging additional economic development in the City, creating a workplan for the City's Director of Economic Development, and setting up a more nimble process to sell the residential lots to be created by the City and WPU's joint housing development. After discussion and further research, City staff has refined those proposed reforms and would like Council's feedback before moving forward. The proposed reforms are as follows:

- Increasing the EDA from five to seven members. The EDA will be comprised of the Mayor, the five sitting City Council members, and a representative of the Public Utilities Commission
- An Authority member resigns their seat if they lose an election or otherwise no longer serve in their Mayoral, Council, or Commission capacity
- The Mayor will serve as the permanent EDA Chair
- The Vice President and Treasurer positions will be elected by the Authority
- The City Clerk will serve as the Authority Secretary
- The City Finance Director will serve as the permanent Assistant Treasurer
- The EDA will establish a standing meeting time and date that permits adequate time for discussion
- The EDA will take over the role of the Revolving Loan Fund (RLF) Committee in considering City RLF applications
- The Authority will be staffed by the Assistant City Administrator/Director of Economic Development, City Administrator, and General Manager of Public Utilities. Meeting attendance will not be mandatory for the City Administrator or the General Manager of Public Utilities
- The City Council will transfer all EDA powers to the EDA with the exceptions that the EDA cannot establish a tax increment financing (TIF) district without approval of the City Council and the sale of all bonds or obligations issued by EDA must be approved by the City Council before issuance per Minnesota State Statute

Mr. Brisson said staff would also like to establish the preferred date and time for the regular EDA meetings.

Council Member Cummings asked f the chairman will be a voting member, Mr. Brisson replied that the EDA will be made up of seven voting members so the chair would be included in that.

Council discussed dates and came to the determination they would prefer having the meeting on the off

Council meeting weeks which would be the third Tuesday of the month.

Mr. Brisson stated if Council is supportive of the proposal, staff will set a public hearing to adopt a resolution accepting the proposed changes. The EDA would then need to meet to adopt a set of bylaws for the Authority.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the proposed EDA reforms by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None.

HOUSING DEVELOPMENT MEMORANDUM OF UNDERSTANDING (COMMUNITY ASSET DEVELOPMENT GROUP) APPROVED

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated that staff has been working with the Community Asset Development Group (CADG) on developing a multifamily housing project in the City of Worthington south of an easterly extension of Darling drive and north of a westerly extension of Cecilee Street.

City staff has worked with CADG to develop the MOU based on the developer's original proposal and the discussion from the April 22, 2020 City Council meeting. The City Attorney has reviewed the proposed MOU and provided a set of comments that were addressed in the final draft.

Council Member Alan Oberloh said he would like the MOU to note that the City will get their money back out of it. Mr. Brisson stated that moving forward he will address that it allows wiggle room to get the full money out of the property.

A motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to approve the MOU and authorize the Mayor and Clerk to execute the agreement by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None

APPROVED AUTHORIZATION TO PROCEED WITH PRELIMINARY PLAT APPLICATION FOR DUGDALE

Jason Brisson, Assistant City Administrator/Director of Economic Development stated that the next step in the project to proceed with the Dugdale property being platted into individual lots for sale is to go through the preliminary plat process. He explained a preliminary plat shows where the lots are to be constructed along with utilities and other infrastructure. A zoning application is required for each preliminary plat that is to be brought forward. Since the City is the land owner of the property it must sign off on the application.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the preliminary plat application and give the mayor authority to execute the application and move forward with the process.

COUNCIL COMMITTEE REPORTS

<u>Mayor Kuhlel</u> - Reminded community to use masks, practice healthy hygiene and to keep using social distancing.

Council Member Jansen - No report.

Council Member Oberloh - No report.

Council Member Cummings - No report.

Council Member Ernst - No report.

Council Member Harmon - No report.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, stated that he doesn't have a report other than dealing with the Coronavirus.

Council Member Oberloh asked for an update on the Thompson Hotel. Mr. Robinson stated that staff has requested a list of occupied units and it has not been received it to date. Council Member Oberloh stated that staff should keep the media updated.

Mayor Kuhle asked if the expenses associated with the Coronavirus were being tracked. Mr. Robinson stated yes because they are reimbursable.

ADJOURNMENT

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 8:07 p.m.

Mindy L. Eggers, MCMC City Clerk



CITY OF WORTHINGTON LOCAL BOARD OF APPEAL / EQUALIZATION April 30, 2020

The meeting was called to order at 9:00 a.m. via conference call by Mike Kuhle with the following Members present: Larry Janssen, Mike Harmon, Amy Ernst, Alan Oberloh, Chad Cummings. Chad Cummings 9:08a.m.

Staff present: Mindy Eggers, City Clerk.

Others present: Valerie Ruesch, Nobles County Assessor; Eric Skogquist, John Meyer, Property Appraisers.

Mike Kuhle welcomed those in calling in and appealing their proposed valuations limiting their presentation to five minutes or less.

Eric Skogquist, Valery Ruesch and John Meyer introduced themselves, noting they do the assessing for Worthington. Mr. Meyer noted the City of Worthington received no annual time trend for the 2020 Assessment Year.

Since 2015, 98% of all residential properties in Worthington have been viewed. Of that 98%, 39% had interior inspections. Since 2015 98% of "All" Residential/Commercial/Industrial/Apartments) properties in the City of Worthington have been viewed. Once again 47% of those properties had an interior inspection by an appraiser.

There were 151 residential arm length sales for the sales period of October 1, 2018 to September 30, 2019 that were used to make adjustments to areas of the town. Original Town was the winner with 20 residential sales. Homewood Hills was a close second with 15 residential sales. Okabena Heights came in third with 12 residential sales.

The 2020 Assessment Year starting median ratio was 91.23% with a 10.96 COD and a 1.01 PRD. The 2019 Assessment Year starting median with an annual time trend adjustment of 7.4506% applied, the ratio was 88.30% with a 13.94 COD and a 1.04 PRD.

After viewing properties in 2019 for the 2020 assessment year, with all adjustments made to the City of Worthington residential properties, the new sales ratio is 92.37%. The MnDOR requirement is to be at a ratio of 90% to 105%.

Affected Map areas with increases:

- Anderson's/Shell's .75 to .80 (+5)
 Range of increase 0% to 8% With decreases in value And increases over 10%
- <u>Lake Frontage</u> .99 to 1.01 (+2) Range of increase 0% to 8% - With decreases in value - And increases over 10%



- Lakeview Height's .95 to 1.04 (+9)
 Range of increase 0% to 10% With decreases in value And increases over 10%
- Moulton's & Ciffton's .98 to 1.02 (+4)
 Range of increase 0% to 10% With decreases in value And increases over 10%
- Okabena Heights 1.08 to 1.13 (+5) Range of increase 0% to 9% - With decreases in value
- Original Town .83 to .89 (+6)
 Range of increase 0% to 10% With decreases in value And increases over 10%
- Schumm's .98 to 1.00 (+2)
 Range of increase 0% to 10% With decreases in value And increases over 10%

There are 3,731 "Residential" parcels in the City of Worthington.

Out of these 7 "Map Areas" 1,479 parcels received an increase in property value.

In the other 24 "Map areas" 213 parcels received an increase in property value which could have been a result of "New Construction", "Updated/Fixed Information" after being viewed.

Total "Residential" parcels receiving an increase in property value were 1,692 (45%).

<u>Apartments</u>

Relatively flat with a 1% increase to the map area. Minimal sales activity but regionally still strong sales even after large increases in 2016 and 2017.

Industrial

Relatively flat with a 1% increase to the map area. Mini storage facilities are included in this category. Within the regions sale prices have continued to increase and the one sale in Worthington confirmed this locally with a ratio of 67.38%. This resulted in mini storage values increasing on average 15%.

Commercial

There were 6 commercial arm length sales for the sales period October 1, 2018 to September 30, 2019 that were used to adjust areas of the town. Before changes were made for the 2020 assessment year, the median ratio for all commercial property was 54.5%. After changes and adjustments, the



median ratio is 93.23%. Most areas saw modest building increases with a few exceptions.

The Beltline Commercial Area (generally along Hwy 60) had 3 sales with a median ratio of 52%. This was the last area to receive a thorough review during the 5-year assessment cycle, which occurred for the 2020 assessment. In addition, it also had the most sales of any area of the city. After reviewing both vacant land and improved sales over the past few years, many properties saw substantial increases with a median property value increasing from \$70,200 to \$95,200.

Large tracts and outlying areas may have seen increases if they were being valued strictly based on agricultural rates similar to the townships. The only tracts left at strictly agricultural rates are typically either landlocked or unable to be developed.

Uptown had minimal sales this year but the few sales in that area continued to show strength and we will continue to monitor this throughout the coming year.

For the rest of the Commercial/Industrial properties in the city, the building and land rates had minor changes.

Affected Map areas with increases:

• Map Factors: Uptown - .87 to .88, Downtown - .68 to .69, Railroad - .69 to .70, Beltline - .71 to .81, Industrial - .62 to .63, Apartments - .87 to .88, Condo Storage Units - No change

Appeals:

<u>Linda Griffith - 31-1293-000 -</u> The valuation went up by \$35,000 which is a 41.79% increase. She said the only thing that has been done to the house is that it has been painted.

John Meyer responded that the property was viewed from the outside and was determined to be in normal condition. If they cannot get in the house they estimate and use the sales in the neighborhood as comparables, there were 7 sales in the neighborhood. Ms. Griffith stated the house was built in 1942. Mr. Meyer stated that pictures of the inside of the property could be provided and they would review.

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve by a roll call vote no change to the Estimated Market Value unless pictures are provided and reflect differently. Ayes: Cummings, Ernst, Harmon, Janssen, Oberloh. Nays: None.

Michelle Van Ede - 31-2374-000 - Protesting the Estimated Market Value, an appraisal came in \$25,000 less that the valuation. Mr. Meyer stated the house had been viewed in 2016 and 2019. Mr. Meyer asked the age of the kitchen cupboards, the bathrooms, the homeowner did not know the age



but no improvements have been made. Mr. Meyer stated that from the pictures that he has seen from the appraisal, the rooms look older. Right now the condition of the house and garage are at above normal condition. After reviewing the photos he would be willing to change the condition to normal and reduce the estimated market value from \$248,300 to \$236,400.

A motion was made by Alan Oberloh, seconded by Chad Cummings to approve changing the estimated market value from \$248,300 to \$236,400 by a roll call vote. Ayes: Cummings, Ernst, Harmon, Oberloh. Nays: Janssen.

<u>Nick Raymo - 31-3807-000 -</u> Val Ruesch stated that he is using this as a warehouse/storage shed. Erik Skogquist stated that he spoke with Mr. Raymo and the property is being used for a warehouse and personal storage. The property had an increase two years ago. There is wetland on the property and the classification should be changed from commercial to residential which would result in the estimated market value being changed from \$119,500 to \$113,100.

A motion was made by Chad Cummings, seconded by Mike Harmon to approve changing the estimated market value from \$119,500 to \$113,100 and change the 2020 classification from commercial to residential by a roll call vote. Ayes: Cummings, Ernst, Harmon, Oberloh, Janssen. Nays: None.

<u>Harris Darling - 31-2095-620 -</u> Mr. Darling wanted clarification on the value of his property and how the land was broken down. Mr. Skogquist stated the land is residential but valued more as commercial because it lies in a commercial area. He said the assessor's office it listed as a little over three acres and Mr. Darling stated he thinks he has a survey that has it at under 3 acres. Val Ruesch stated that the survey has to be recorded before the assessor's office can adjust it.

A motion was made by Alan Oberloh, seconded by Mike Harmon to approve no change to the estimated market value by a roll call vote. Ayes: Cummings, Ernst, Harmon, Oberloh, Janssen. Nays: None.

<u>Donald Rickabaugh - 31-1676-000 - Val Ruesch</u> Stated that the homeowner called in and was questioning his valuation. He has had the same complaint the last few years. The assessor's have viewed the property numerous times and feel the valuation is correct.

A motion was made by Chad Cummings, seconded by Amy Ernst to approve no change to the estimated market value by a roll call vote. Ayes: Cummings, Ernst, Harmon, Oberloh, Janssen. Nays: None.

<u>Bryan Bruxvoort - 31-1198-000 -</u> Homeowner is dissatisfied with the valuation of his condo, he says that nothing has been done and he said the other condos have had remodeling done. The assessor's office has not been able to get in the condos to do an inspection. There have been no building



permits for any of the condos either. Until the property can be seen or photos can be submitted there are no changes that can be made.

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve no change to the estimated market value by a roll call vote. Ayes: Cummings, Ernst, Harmon, Oberloh, Janssen. Nays: None.

<u>Jolene Kuhl - 31-3050-000 -</u> Provided photos and have not done anything to the interior, added rock along the side of the house. Mr. Meyer stated that an interior inspection was done on the house in 2018. There have been 12 sales in the area and they have been very good sales. It is currently vacant and is also fairly large with 2,282 square feet.

A motion was made by Amy Ernst, seconded by Larry Janssen to approve no change to the estimated market value by a roll call vote . Ayes: Ernst, Janssen. Nays: Harmon, Cummings, Oberloh. Motion denied.

A motion was made by Alan Oberloh, seconded by Chad Cummings to approve changing the estimated market value from \$238,00 to \$230,400 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

Monthei Properties/Graham Tire - 31-3495-000 & 31-3496-000 - Erik Skogquist stated that these properties are along the belt line. The land was adjusted upward for the 4 parcels, which ended up being an approximate 40% increase. After speaking with Mary Monthei it was agreed that the value on parcel # 31-3495-000 would be changed from \$343,300 to \$279,900 and the valuation on parcel # 31-3496-000 would be changed from \$135,600 to 97,400, which ends up being a 34% increase over all.

A motion was made by Amy Ernst, seconded by Larry Janssen to approve changing the estimated market value on parcel#31-3495-000 from \$343,300 to \$279,900 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

A motion was made by Amy Ernst, seconded by Mike Harmon to approve changing the estimated market value on parcel# 31-3496-000 from \$135,600 to \$97,400 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

Scott Steve - 31-1708-000 - He said his valuation went from \$141,300 to \$139,800. He is asking for the valuation to be decreased further considering the sales in the neighborhood. John Meyer stated that his home is in better condition than some in his neighborhood and is taken into consideration. Valuation increases the last couple of years were based on the high sales in the neighborhood. Nothing had to be done in this neighborhood this year and the decreases were due to depreciation which led to lower valuations.



A motion was made by Mike Harmon, seconded by Amy Ernst to approve no change to the estimated market value or classification by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

<u>David Bradford - 31-3264-000 -</u> He said that he just purchased the home for \$256,00, in his own valuation he thinks it worth more like \$240,00. The property is below average and the house is in poor condition. He explained the septic tank is non compliant and has to be replaced or connection to the city sewer will need to be done and the cost of that will be anywhere from \$25,00-\$50,000. An appraisal was done in March of 2020 and came back at \$286,500 not including the septic tank.

John Meyer asked if there was a home inspection done. Mr. Bradford said yes. Mr. Meyer asked if the home inspection showed the water leaks and Mr. Bradford said no. Mr. Meyer said this home is hooked to city water and the water was never turned off and it had been vacant for a year. Mr. Meyer said he went through the house with the realtor and they inspected all of the rooms. The house was graded lower than normal and the condition is also below normal.

Mr. Meyer stated that the appraisal of the house should have been compared to houses in city limits not compared to houses in Nobles county. The current valuation is \$327,700. Val Ruesch stated that the land is valued at \$90,900 and the house is valued at \$236,800.

Mr. Bradford stated that the estimated cost from the house to the street could be approximately \$30,000, with that being the homeowners share.

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve no change to the current estimated market value or classification by a roll call vote . Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

Kelly Eggers - 31-3120-000 -

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve by a roll call vote to make no change to the current estimated market value. Motion and second rescinded.

No Show.

<u>Chan Briggs - 31-2661-000 -</u> He said the valuation has gone up \$8,500.00 and there have not been any improvements made. John Meyer stated that there has not been an inspection since 2017. The valuation was based on the sales in the area. Photos would have to be provided before any changes could be made.

A motion was made by Alan Oberloh, seconded by Mike Harmon to approve no change to the current estimated market value or classification by a roll call vote. Ayes: Harmon, Cummings, Ernst,



Janssen, Oberloh. Nays: None.

Wayne Scholtes - 31-0977-000, 31-0980-000 - He said the 2 properties that we are talking about are adjacent to each other. The body shop is cement block construction does not include a modern downdraft paint booth which greatly limits the value. The duplex was constructed in the 1960's, the basement walls are cracked all the way around from high ground moisture in this low area of town. Walls are reinforced with make-shift bracing but are not sealed. The basement is wet and unfinished. Everything is outdated and the value for sale would be limited.

The house can not be sold at this time because it cannot be partitioned and does not meet lender requirements. This would affect the value. The 15 unit storage building is in the flood zone and we pay storm water fees to the City and they haven't spent any money on flood mitigation. Building has has had low level flooding at least three timed in the past 10 years. The efficiency apartments are on low saturated ground and this building is sinking lower every year. The City dredge fill land which is on high ground only pushes more water into this area as it is the lowest spot. Flooding in these apartments, is almost becoming a yearly problem, with sewer & storm sewer backups during multiple inch rains.

The land price in this area and on all these properties diminished when the highway was moved and the new "Gateway Drive" became more like a low traffic dead end street. The area is far less attractive to most businesses and the land valuations should be lowered.

Mr. Scholtes said that his real estate agent said there is no way these properties would bring this kind of money.

Erik Skogquist stated that the duplex and the body shop has been valued at \$180,300 which is a 20.5% increase. Comparable sales were taken into consideration and also the land value. The shop and ag ground came to \$110,000 to 120,000 with the remaining value being the duplex.

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve no change to the current estimated market value of \$180,300 for Parcel# 31-0980-000 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

The storage building and efficiency apartments are an income based property, the mini storage and the land are valued at \$100,000. The efficiency apartment building is a 6 unit structure that does not have a kitchen, the house is a two-story structure with a total of 1,632 sq. feet and has a 20' x 22' detached garage and is considered low grade and in poor condition.

Chad Cummings stated he is uncomfortable making a decision on this parcel since there are so many components involved.



Alan Oberloh stated that he feels that the property would be worth more without the buildings.

A motion was made by Alan Oberloh, seconded by Larry Janssen to approve changing the valuation from \$230,800 to \$219,300 for Parcel#31-0977-000 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

Ron Prins - 31-0687-1000 - Ron Prins stated in 2019 the price per acre was \$8,294.98, in 2020 the price per acre has been increased to \$15,000. Mr. Prins explained that the land cannot be sold because the City will not allow access to the property until there is a road that goes through. Mr. Prins said they have lost two sales because there is no access to the land.

Board Member Oberloh stated they are in negotiations with the City at this time trying to get a road to go through. At this point a developer would have to put access in at the gas station because the amount of traffic on the road does not allow another access.

Mr. Prins stated that they agree with the land value, but as land owners they don't agree on the amount of assessment since they cannot sell the land. They are asking if it could continue to be valued as ag land until it can be sold.

John Meyer stated that after learning that it is land that cannot be sold he would value it at \$8,300.00 per acre which would bring the value to \$241,600.00 which would be a decrease from \$435,600.00.

A motion was made by Chad Cummings, seconded by Alan Oberloh to approve changing the value from \$435,600.00 to \$241,600.00 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

<u>Donald Bents - 31-0554-000</u> - His valuation went up \$5,000 and there have been no improvements and he would never be able to sell his house for that amount.

John Meyer stated that the house was inspected in 2017, it is in very good shape. In this map area there have been 17 house sales. The current value is at \$124,400 based on it's grade. If the grade was changes to a 4 the value could be adjusted to \$119,400.

Alan Oberloh asked if having a junkyard across the street could be factored in to the valuation. Mr. Meyer stated that it could not and the valuation is based on the sales in the neighborhood.

A motion was made by Mike Harmon, seconded by Alan Oberloh to approve changing the home to a grade 4 and valuation from \$124,400 to \$119,400 by a roll call vote. Ayes: Harmon, Cummings, Ernst, Janssen, Oberloh. Nays: None.

Americinn, Champion Worthington LLC/c/o O'Connor & Associates - 31-0609-250



Abraham Sief said the owners of the hotel are requesting that the board consider setting the value at the 2017 value of 1 million dollars due to the fact that hotels are closed right now and the income has drastically decreased.

Erik Skogquist stated that the value was set due to being an uptown commercial. The reason for the increase is due to land values increasing. The the area was valued low and there were several hotel sales in the last 5 years. This hotel sold for \$2,365,300.00 in 2017. He explained when hotels sell he looks at comparables. He feels the value of the hotel is at approximately 1.6 to 1.7 million according to the comparisons from sales of other motels in the city. Nothing he has would make anything decrease the value and right now their property is at a 60% ratio.

Mr. Sief stated that hotels are in a special category and rely on occupancy and with the disaster they just do not have occupancy at this time and that is why they are asking for a lower valuation.

Chad Cummings stated that while he understands their situation all businesses are in the same predicament and the valuation is not based on a pandemic.

Alan Oberloh asked if hotels were still offered a homestead if they live there. Val Ruesch stated that hotels are considered commercial.

Erik Skogquist stated that legally in Minnesota values have to between 90-105% on our assessments of the values. That is why some commercial property have seen such an increase because we were outside of the legal ratio. Commercial property right now is being assessed at 89.33%. We are currently working with the MN Department of Revenue to come to a determination.

A motion was made by Chad Cummings, seconded by Amy Ernst to approve no change in the value or classification by a roll call vote. Ayes: Harmon, Cummings, Ernst. Nays: Janssen, Oberloh.

ADJOURNMENT

The motion was made by Larry Janssen, seconded by Amy Ernst and unanimously carried to adjourn the meeting at 12:37 p.m.

Mindy L. Eggers City Clerk



MINUTES OF THE PRAIRIE JUSTICE CENTER JOINT OPERATIONS COMMITTEE COUNTY OF NOBLES – CITY OF WORTHINGTON January 20, 2020 – PRAIRIE JUSTICE CENTER

MEMBERS PRESENT: Troy Appel, Mike Harmon – City of Worthington

Chris Dybevick, Bruce Heitkamp, Don Linssen, Matt Widboom –

County of Nobles

Cindy DeGroot – At Large

Chairman Cindy DeGroot called the meeting to order at 10:00 a.m. After reviewing the minutes of the November 21, 2019 meeting, Mike Harman made a motion to approve the minutes. Matt Widboom seconded the motion. With no discussion, the motion carried.

Building Projects Update

- <u>Window Sill Replacement</u> Bruce Heitkamp stated that all the sills have been replaced and new improved insulation used. Some touchups are still needed. Troy Appel commented that it has made a big difference in his office.
- <u>Server Room</u> Bruce said that the construction part of the server room is almost completed. New flooring went in yesterday and the false ceiling will be finished today. The floor will need to cure before moving in heavy furniture. Fire suppression service will need to be added after construction is completed. Angelo Torres from IT is ready to install server equipment when finished.
- <u>PJC Building Signage</u> County Commissioners approved the quote from Behrends Signwork to do signage. Bruce talked to Brad Behrends yesterday and "Prairie Justice Center" will be placed on the building when weather improves.
- <u>Security Cameras</u> The security cameras have been approved by commissioners and will be installed when the weather improves. Angelo is working with the installers.

Grounds Update

- <u>Sidewalk Replacement Quotes</u> Tom Johnson is meeting with Jeff Nelson Architecture on Friday about the sidewalk replacement quotes for the entrance to the PJC. It will be a heated sidewalk with the mechanical equipment going into the room right off the training room by the Sheriff's Office. The Government Center already has heated sidewalks that are working very well. Tom will have the quote to submit to commissioners after the Friday meeting. Contractor may either have to do half the sidewalk at a time or establish another walkway to enter the building.
- <u>Snow Removal</u> The annual quoting process for snow removal takes place during the summer. There is another contractor interested in quoting besides Mike's Excavating, so it will be competitive. This winter's snow removal has been very prompt at the PJC.

Garage/Buildings

- <u>Garage Floor Sweeper/Scrubber</u> Commissioners approved the purchase of a Tennant Sweeper/Vacuum. It will be utilized at the PJC and Government Center. Court is in the process of talking to City of Worthington to make available on a contractual basis.
- <u>Vehicle Storage Building</u> Matt talked to Joel Lorenz about a price on his land north of Airport Road, which is out of Worthington City Limits. He hasn't given an answer on price and hasn't said no. The ground is priced at \$10,000 per acre. Matt hopes to have more information for the May



meeting. Don Linssen said the building would be a lot cheaper if built in the county. The building would also be a snow block, along with any planted trees or shrubs.

Other Items

- Bruce stated that they will also be using Jeff Nelson Architecture to upgrade Courtroom C to make it a viable courtroom.
- Bruce also commented that they will be replacing the doors between the jury rooms and the courtrooms for more privacy. Noise is getting through.
- Discussion was held on date and time of future meetings. Mike made a motion to change the quarterly meeting date to the 3rd Wednesday of the month at 1:00 p.m. Don seconded the motion. With no further discussion, the motion passed.

2020 Meeting Dates

May 20, 2020 August 19, 2020 November 18, 2020

Don made a motion to adjourn the meeting. Mike seconded the motion. The motion passed.

Action Items

 Matt to talk to Joel Lorenz about price to sell a strip of property on north side of PJC for forfeited/evidence vehicle storage.

LAVENDAR

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE INCOME STATEMENT For the Period 1/1/20 Through 4/30/20 (Amounts in Dollars)

		APF	RIL	%	YT	D
	Total 2020	,	Previous	YTD Actual		Previous
	Budget	Actual	Year	to Budget	Actual	Year
Sales	NO CONNECTION OF WAREHOUSE	CONTRACTOR CONTRACTOR	1200 Maria (1700 Maria 1700 Maria	000000 FOX. But Visit Visit	SCAPPARADORE NAME OF	01000400000 866,071.00
Liquor	1,829,795	165,164	126,919	33.2%	608,084	499,480
Wine	618,035	46,535	45,451	29.4%	181,871	166,531
Beer	2,150,500	180,018	148,054	28.8%	618,819	536,531
Mix/nonalcohol	76,203	5,095	4,278	23.6%	18,012	15,243
NSF charges	200		30_	30.0%	60_	30_
Net Sales	4,674,733	396,812	324,732	30.5%	1,426,846	1,217,815
Cost of Goods Sold						
Liquor	1,317,450	124,976	82,948	34.1%	448,816	357,257
Wine	432,625	130,888	32,245	108.5%	469,364	119,199
Beer	1,655,885	40,578	114,411	8.2%	135,390	416,872
Soft drinks/mix	51,056	3,392	3,499	24.3%	12,424	8,646
Freight	28,000	3,591	2,417	33.1%	9,280	8,213
Total Cost of Goods Sold	3,485,016	303,425	235,520	30.9%	1,075,274	910,187
Gross Profit	1,189,717	93,387	89,212	29.6%	351,572	307,628
Operating Expenses						
Personnel services	425,243	34,555	28,013	27.9%	118,840	113,984
Supplies	26,000	5,390	1,455	33.6%	8,725	7,290
Other services & charges	200,312	15,070	17,362	28.3%	56,589	59,006
Interest	23,990	-	-	0.0%	% -	-
Depreciation (estimated)	105,000	8,750	5,125	33.3%	35,000	20,500
Total Operating Expenses	780,545	63,765	51,955	28.1%	219,154	200,780
Operating Income (Loss)	409,172	29,622	37,257	32.4%	132,418	106,848
Non-Operating Revenues (Expenses)						
Interest earnings **	5,000	417	333	33.4%	1,668	1,332
Other non-operating	-	=	2,145	-	-	2,145
Sale of fixed asset	-	-	-		-	10,000
Total Non-Operating Revenue (Expense)	5,000	417	2,478	33.4%	1,668	13,477
Net Income (Loss) b/Operating Transfers	414,172	30,039	39,735	32.4%	134,086	120,325
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	33.3%	(91,668)	(91,668)
Net Income (Loss)	139,172	7,122	16,818	N/A	42,418	28,657

^{**} Includes four months budget

ADMINISTRATIVE SERVICES MEMO

DATE: MAY 22, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PRORATE 2020-2021 CITY ISSUED LIQUOR LICENSES

Governor Tim Walz ordered the closure of bars and restaurants on March 16, 2020 through Executive Order 20-04. The closure continues as of this meeting. The closure of these small establishments has had a devastating impact on the professional and personal lives on the affected business owners.

As a show of goodwill, Staff is recommending that Council authorize that all City-issued liquor licenses for the July 1, 2020 - June 30, 2021 period be reduced a prorated amount equal to three months. There are currently 14 businesses that have liquor licenses issued through the City. The reduction in license fees is estimated to be \$7,650.00.

Council is asked to pass the resolution included as *Exhibit 1*.

2. NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE APPOINTMENTS

The Nominating Committee met on March 20, 2020 and are making the following recommendations for committee appointments.

Housing & Redevelopment Authority

Appoint Mike Johnson to fill the unexpired term of Lyle Ten Haken who is resigning effective May 31, 2020, term to expire October 31, 2023

RESOLUTION NO.

A RESOLUTION APPROVING THREE MONTH LIQUOR LICENSE FEE CREDITS

WHEREAS, on March 16, Governor Walz issued Executive Order 20-04 ordering the closure of bars, restaurants and places of public accommodation to combat COVID-19 and,

WHEREAS, none of the liquor establishments, with the exception of breweries filling growlers and 3.2 beer being sold at convenience stores, have been able to make any liquor sales and,

WHEREAS, as a gesture of goodwill, the City of Worthington is recommending that three months of city liquor license fees are credited to the liquor license holders who have not been able to sell liquor since the executive order was announced, which would give 14 businesses a total of nearly \$7,650.00 in credited fees,

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Worthington, Nobles County, Minnesota, approve credits for three months of city issued on sale liquor license fees to qualifying businesses in Worthington.

1 0 0	solution was duly seconded by Council Member taken thereon, the following voted in favor thereof:
	·
and the following voted against the same:	·
Dated May 26, 2020	
(SEAL)	
	Mike Kuhle, Mayor
ATTEST:	
Mindy L. Eggers, City Clerk	



PUBLIC WORKS MEMO

DATE: May 21, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. <u>2020 PRIVATE DOCK APPLICATIONS</u>

City Staff has received a private dock on public property permit applications from the following residents. The applicants (*Shown below*) were a permit holders in 2019 and meet all the City Dock Policy requirements.

214 Lake Street Bruce Pass
 200 Lake Street Dave Holinka

Council action is requested to approve the applications and authorize City Staff to issue the 2020 dock permits.

CASE ITEMS

2. SPEC BUILDING CHANGE ORDER NO. 2

Tri-State General Contracting has submitted a second change order proposal, included as *Exhibit 1*, which includes modifications to the aggregate base located under a portion of the parking lot area. These modifications include an additional 6" sub cut, type 5 fabric and 6" compacted crushed concrete. The reason for these changes are due to the excess moisture in the soils where the utilities trenches were dug last fall. The change order pricing is based on estimated quantities of product needed and these prices were established in change order number one. The proposed change order is an increase of \$11,786.00 increasing our total contract price to \$3,924,512.75.

Council action is requested to approve Spec Building change order number 2.

3. BEACH NOOK AGREEMENT AMENDMENT

The City of Worthington has received a donation from the Lake Okabena Improvement Association, to purchase non-motorized watercraft, for rental on Lake Okebena. The operators of the Beach Nook concession stand located in Centennial Park have agreed to



administer this rental program for the City of Worthington.

Attached (*Exhibit 2*) is a proposed amendment, to the agreement between the City of Worthington and the Operators of the Beach Nook, agreeing to administer the rental program.

Staff is requesting Council's approval of the amendment.



Change Order

PROJECT: (Name and address) Entertainment Spec Building 1631 Darling Drive Worthington, MN 56187

OWNER: (Name and address) City of Worthington, MN 303 9th Street

Worthington, MN 56187

CONTRACT INFORMATION:

Contract For: General Construction

ARCHITECT: (Name and address) Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110

CHANGE ORDER INFORMATION:

Change Order Number: 002 Date: May 14, 2020

CONTRACTOR: (Name and address) Tri-State General Contracting, Inc. 131 Torgerson Lane Jackson, MN 56143

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1.) Provide an additional 6" subgrade cut, Type 5 fabric and 6" compacted crushed concrete fill at the center section of the parking lot (approximately 265 feet x 40 feet). Contractor shall provide scale tickets with actual quantities of crushed concrete materials. Change Order pricing is based on estimated quantities as listed below and unit pricing for excavation and crushed concrete fill as established in Change Order #1 dated October 25, 2019. Final change order price will be based on actual quantities of additional subgrade removal and crushed concrete fill materials provided to the site.

- Subgrade excavation: 196 CY x \$9.00 per CY = \$1,764.00
- Type 5 Fabric: 1,178 SY x \$2.60 per SY = \$3,063.00
- Crushed concrete base: 275 tons x \$22.50 per ton = 6,188.00

Subtotal: \$11,015.00

General contrator markup (5% overhead and profit and 2% bond costs) = \$771.00

Total estimated additional cost for labor and materails: \$11,786,00

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be unchanged 3,795,000,0000 117,726.75 3,912,726.75 11,786.00 3,924,512.75

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Short Elliott Hendrickson, Inc.	Tri-State General Contracting, Inc.	City of Worthington
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
Brin Bay To	SIGNATURE	SIGNATURE
Brian Bergstrom, Project Manager		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 14, 2020		
DATE	DATE	DATE

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User Notes:

GREEN

AMENDMENT TO LEASE

Amendment to the **BEACH NOOK OPERATING LEASE** between the parties dated February 12, 2020, pertaining to the operation of the concession areas of the Centennial Park restroom and concession building, the undersigned Lessor and Lessee herby agree as follows and the following shall be added to the Operating Lease:

"During all Beach Nook business hours, the Lessee shall operate and administer the City of Worthington's non-motorized watercraft rental program. All proceeds from the watercraft rental shall be property of the Lessee."

This amendment, upon its execution by both parties, is hereby made a part of the above referenced **BEACH NOOK OPERATING LEASE.**

Lessor City of Worthington	
, c	
By: Mike Kuhle Its: Mayor	Date
By: Mindy L. Eggers Its: Clerk	Date
Lessee	
Pat Arnt	Date



ENGINEERING MEMO

DATE: MAY 21, 2020

TO: HONORABLE MAYOR AND COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEMS

1. PUBLIC MEETING FOR REVIEW OF STORM WATER POLLUTION PREVENTION PLAN

The City of Worthington is a regulated city under Phase II of the federal program to reduce pollution from Municipal Separate Storm Sewer Systems (MS4s). Regulated cities need to be covered under a statewide NPDES permit. Permit requirements include implementation of a Storm Water Pollution Prevention Plan (SWPPP) which is to include the following six mandatory minimum control measures:

Public Education and Outreach
Public Involvement and Participation
Illicit Discharge Detection and Elimination
Construction Site Storm Water Runoff Control
Post-Construction Storm Water Management
Pollution Prevention / Good Housekeeping for Municipal Operations

The City conducts an annual public meeting to allow comment on the City's SWPPP as its practice to satisfy the Public Involvement and Participation control measure. The public meeting will provide an opportunity for comments to be offered from anyone participating in the meeting. Due to current circumstances, no presentation is planned. Input from the public meeting is to be considered in determining if the SWPPP requires revision. A copy of the SWPPP, which is now in the form of the application for NPDES permit coverage, may be reviewed at the office of the City Engineer and is also available at: http://www.ci.worthington.mn.us/stormwater/.

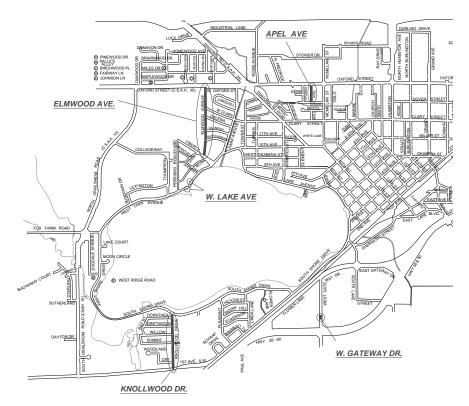
2. APPROVE PLANS AND SPECIFICATIONS FOR 2020 BITUMINOUS OVERLAYS

The 2020 Construction Fund Budget includes \$400,000 for contract street maintenance. Contract maintenance typical includes overlays and seal coating but may include joint sealing or pavement rehabilitation. It is proposed that the 2020 budget be used for overlays. The streets proposed to be overlayed are:

Apel Avenue - Dover Street to Oxford Street Elmwood Avenue - Liberty Drive to West Oxford Street Knollwood Drive - 1st Avenue SW to South Shore Drive West Gateway Drive - spot patch near TH 59/60



Engineering Memo - May 21, 2020 Page 2



The proposed work also includes the surfacing of two driveways as part of the restoration of West Lake Avenue from a 2018 water main replacement project.

The total estimated cost of the project, including engineering and contingencies, is \$393,500. This also includes an estimated \$2,500 attributable to the West Lake Avenue driveway restoration which will be funded from the Water Utility budget for the street restoration.

In general, the work will be completed under (local) traffic with no signed detours.

Staff recommends Council approve the plans and authorize advertisement for bids to be received June 19, 2020 and considered at the June 22nd Council meeting.

3. PROFESSIONAL SERVICES FOR TAP TRAIL PROJECT

Introduction/Background

The current 2021 Capital Improvements includes two proposed federal aid projects. The significantly larger of these projects is the reconstruction of Oxford Street from McMillan Street to Humiston Avenue. The second project, and subject of this case item,



Engineering Memo - May 21, 2020 Page 3

is the Transportation Alternative Program (TAP) trails project. This involves extending a trail from Knollwood Drive to the Prairie Elementary school and a trail from Cecilee Street to the TH 60 trail.

The federal funding for each of these projects has been able to be moved to 2022 to match the current expected delivery date for the projects. The Oxford Street project has been moved due to an existing tight schedule now subject to significant delays in regard to property acquisitions and public outreach. Each of those project development steps typically involve on site and/or multi-person meetings.

The wetland delineation and topographic survey work on the project has revealed unexpected challenges. Given the anticipated interruption of resources, a project delivery date of 2022 is now expected.

At its December 10, 2018 meeting, Council approved a contract with the firm of SEH to provide full project development services for the Oxford Street project and only those services needed to develop the Project Memorandum for the TAP Trails project.

Proposed Professional Services

In order to best assure the TAP Trails project can be ready for 2022, it is recommended that the development of project plans and specifications be contracted for. Exhibit 1 includes the proposed contract with SEH for design and bidding phases on the TAP Trail project. The not to exceed fees of \$19,912 is consistent with the project budget. The City Attorney has reviewed the contract.

Staff recommends that Council authorize execution of the proposed contract in Exhibit 1.

Budget Information

As presented in 2018:

The project cost as presented to Council for approval of the TAP application in December 2016 is as follows:

<u>TRAIL</u>	<u>Total</u>	TAP Funding	Local Cost
Prairie Elementary to Knollwood Drive	\$128,434	\$89,334	\$39,100
Cecilee Street to TH 60	<u>\$201,001</u>	<u>\$139,799</u>	<u>\$61,200</u>
TOTAL COST	\$329,435	\$229,133	\$100,301



Engineering Memo - May 21, 2020 Page 4

Local funding included the School District participating in 50% of the local costs for the Prairie Elementary trail (\$19,550). The remaining local share will be from general tax levy, use of Construction (401) Fund reserves and/or other funds that may be identified at a future date.



Agreement for Professional Services

This Agreement is effective as of May 26, 2020, between CIty of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Centennial Park Pedestrian Bridge Replacement.

Client's Auth	orized Representative:	Dwayne Haff	ield
Address:	303 9th Street		
	Worthington, MN 56187		
Telephone:	507.372.8600	email:	d.haffield@ci.worthington.mn.us
Project Mana	nger: Alan Murra		
Address:	401 E. 8th Street, Suite 309)	
	Sioux Falls, SD 57103-7032	2	
Telephone:	605.330.7015	email:	amurra@sehinc.com
			·

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

For detailed scope of work see "SCOPE OF WORK" section in Attachment A.

Schedule: For detailed schedule see "PROPOSED SCHEDULE" section in Attachment A

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

The estimated fee is subject to a not-to-exceed amount of \$19,912 including expenses and equipment.

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

A detailed estimate of the task/hour breakdown for is shown as "Project Task Hours" in Attachment A.

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

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

- 1. Delete Paragraph C. "Limitations on Consultant's Liability" in its entirety from Section IV of the General Conditions of the Agreement for Professional Services.
- 2. City of Worthington will be an additional insured on SEH's Commercial General liability policy.



Short	Elliott Hendrickson Inc.	Clty of Worthington
	12 1/200 1	
Ву:	Kobet & Clas	Ву:
	Robert L. Ellis	
Title:	Principal	Title:



Exhibit A-1 to Agreement for Professional Services Between City of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultan

Short Elliott Hendrickson Inc. (Consultant)
Dated May 26, 2020

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

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

A. Hourly Basis Option

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.



General Conditions of the Agreement for Professional Services

SECTION I - SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II - CLIENT RESPONSIBILITIES

A. General

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

SECTION III - PAYMENTS

A. Invoices

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



SECTION IV - GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

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

D. Assignment

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

SECTION V - DISPUTE RESOLUTION

A. Mediation

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

B. Litigation - Choice of Venue and Jurisdiction

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

SECTION VI - INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

General Conditions - 2 (Rev. 07.14.16)

В



Attachment A

May 8, 2020

RE: TAP Trail Project

Preliminary/Final Design

SEH No. WORTC P-155210 14.00

Dwayne Haffield City of Worthington PO Box 279 Worthington, MN 56187

Dear Mr. Haffield:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide the City of Worthington this proposal for professional services for the TAP Trails Construction Project. It is our understanding that the Professional Services will include review the Cities preliminary design information and develop final plans for the construction of two trails.

Background

The City of Worthington would like to construct two new trail segments in separate locations. The Prairie Elementary school location provides a trail connection from the intersection of Knollwood Dr and Summit Ave to the existing sidewalk at the school's westerly parking lot. The Cecilee St location provides a trail connection from the Cecilee St and Pauline Ave intersection to the existing trail along Oxford St (TH-60). The City has completed the existing topographical survey and established preliminary trail alignments and profiles.

You have requested that SEH provide this proposal to review the Cities preliminary design information and develop final design documents for the above mentioned project.

Scope of Work

Preliminary Design

SEH will review the preliminary design information that the City has developed as well as make a site visit to take photos of the two locations for the future trails. The City has provided SEH with an AutoCAD file (.dwg) containing the existing project topography that includes public and private utilities in the project areas, as well as their preliminary trail alignments and profiles. Any necessary geotechnical work will be performed by a geotechnical firm and contracted directly with the City.

The preliminary design concepts will be reviewed and further developed to provide preliminary construction limits that can be used in preparation of the TAP Trail Project Memorandum that SEH is currently working on in conjunction with the Oxford Street Reconstruction Project. SEH will also review the proposed trails for ADA compliance.

Final Design

SEH will utilize the design concept that was developed during the preliminary design to develop the final plans for constructing the two new trail segments. The scope of work for the Final Design will consist of the following components:



Dwayne Haffield May 8, 2020 Page 2

Construction Documents - Plans and Specifications

- Prepare a complete, single set of plans and specifications for the construction for the two trail segments based on the approved concepts.
- Specifications based on Mn/DOT Standard Specifications for Construction, including the use of Division I as general conditions.
- Incorporate the City's applicable special provisions or standard details into the plans and specifications as needed.

Plan Review Submittals

- 70% City design review plans will be submitted to the City of Worthington for review at approximately 70% design with ongoing communication during plan development to minimize the need for earlier reviews.
- 95% City design review plans will be submitted to the City of Worthington for review when plans have reached approximately 95% for final input.

Bidding Phase

SEH will assist the City of Worthington during the bidding phase with the following tasks:

- Upload bidding documents to Quest CDN with links to SEH and City of Worthington websites for advertisement for bids
- Assist the City with questions from potential bidders related to the project
- Prepare and issue any necessary addenda for the project
- · Prepare a bid abstract, review the bidder's qualifications and prepare a recommendation of award

Proposed Schedule

SEH would like to get started on the preliminary design work for the project as soon as the City executes the Contract. The final design schedule will be driven by the TAP Trail MnDOT Project Memorandum application and review process. Currently the project is scheduled for construction in 2022.

Project Team

Al Murra will serve as the Project Manager for the project with Kelsey Waltz serving as the Project Engineer.

Compensation

SEH proposes to be compensated for the scope of work outlined in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses. SEH will provide the Scope of Work, as outlined above, for a fee not to exceed \$19,912.00 including reimbursable expenses. Additional services required beyond the tasks and estimated hours as described can be negotiated and/or provided as extra work on an hourly basis. The City of Worthington will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work. The person/hour task budget for the anticipated work is attached.

We appreciate the opportunity to continue working with the City of Worthington. We look forward to working with you and your staff on this project. If you have any questions, please do not hesitate to contact me at 605.330.7015 or amurra@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Alan V. Murra, P.E. (Lic.MN, SD, IA)

Project Manager

Attachment

p:\uz\w\wortc\155210\1-geni\10-setup-cont\03-proposal\wortc 155210 tap trails des_proposal.docx





TAP Trails Design (Cecilee St & Prairie Elementary)
Construction Documents

11x17 plans and specs for review and bidding Engineers estimate **Deliverables:**

Task	Project Manager	Project Engineer	Lead Civil Technician	Natural Resource Scientist	Admin. Technician
A B : (N					
A. Project Management		4			0
Coordination Meetings	4	4			2
Project Management	6				2
B. Preliminary Design					
Project Setup			2		
Review City CADD File Alignment & Profile			2		
Preliminary Design (geometrics/proposed linework)		2	16	2	
Preliminary ADA Compliance Review		4	2		
C. Final Design	1				
C. Final Design					
Title, Legend, Orientation & Control Data Sheets			2		
Quantities and Tabulation Sheets			8		
Typical Sections			4		
Right of Way & Easements			4		
General Notes & Earthwork Calculations		4	8		
Traffic Control/Time Provisions/Phasing		2	4		
Erosion & Sediment Control Plan		2	4		
SWPPP		2	2		
Existing Conditions and Removals		2	4		
Plan and Profile		8	16		
Pedestrian Curb Ramp Layouts			4		
Cross sections			4		
QA/QC Review	2				
Review Modifications		4	4		
D. Prepare Project Specifications	2	8			
E. Bidding Process	2	2			4
Total hours 160	16	44	90	2	8
		Kelsey	Kristi	Rebecca	Julie
Staff	Al Murra	Waltz	Pederson	Beduhn	Brinkman
Project labor cost \$19,590.00					
Equipment charges					
Mileage \$222.00					
Reproductions \$100.00					
1 Noproductions \$100.00					
Total project cost \$19,912.00					



COMMUNITY DEVELOPMENT MEMO

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PRAIRIE VIEW GOLF COURSE TOPOGRAPHIC SURVEY PROPOSAL

In 2017, Community Development and Public Works staff discussed a joint project to seek designation of the former Prairie View Golf Course as a regional park by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) to make the park eligible for GMRPTC funding. In 2018, City staff visited the park with the GMRPTC Coordinator and submitted an application for designation through their online portal. The application received a "medium" ranking from their E-Team and the Executive Director provided some feedback on how to improve the application for future submission. City staff met with Worthington's District Commissioner, who encouraged staff to meet with SRDC staff and discuss how to improve the application before reapplying. After meeting with SRDC staff, City staff incorporated their recommendations into the existing application and resubmitted the application to the GMRPTC in late 2018.

In 2019, City staff was contacted by the GMRPTC Coordinator that encouraged City staff to take some additional steps to strengthen the updated application and resubmit at that time. At the advice of the GMRPTC Coordinator, staff pulled together a stakeholder meeting in the fall of 2019 to develop an education plan to highlight the educational components planned for the park and a marketing plan to establish how the park would draw in visitors from the region. City staff also used this opportunity to get community input regarding desired features and amenities for the park. After this meeting, City staff worked with the education and Chamber stakeholders to develop proposed educational and marketing plans for the park and updated the list of planned amenities for the park. At the advice of the Coordinator, City staff also prepared a preliminary park map that illustrated how the proposed features may be arranged. In December 2019, City staff submitted the revised plan and additional attachments to the online portal for GMRPTC consideration.

In April 2020, City staff received a reply from the GMRPTC Coordinator regarding the December 2019 submission. The park received another "medium" ranking from the Commission, but the E-Team actually ranked the park "low;" lower than the initial application that it ranked "medium." Upon receiving this information, City staff conferred and determined it would be a better use of City time and resources to seek alternative funding sources.

Most of the community input City staff has received for the park has included various trails for walking, hiking, and biking. While staff are researching new funding sources that align with the existing park and the community's vision for it, City staff would like to have a topographic survey of the park conducted to assist in determining the most economical layout for trails and features. City staff has received the proposal shown in Exhibit 1A from Bolton & Menk for a boundary and topographic survey of the park. The fee is proposed as a lump sum of \$9,200.00 and City staff has adequate funds for the project in the Prairie View Park Reserve Operations Fund.

Council action is requested to approve the Bolton & Menk proposal shown in Exhibit 1A and authorize the Mayor to execute the agreement.



Real People. Real Solutions.

Suite Street Suite 100 Fairmont, MN 56031-4467

> Ph: (507) 238-4738 Fax: (507) 238-4732 Bolton-Menk.com

May 6, 2020

Mr. Todd E. Wietzema City of Worthignton, MN tew@ci.worthington.mn.us

RE: former Prairie View Golf Course

Proposal for Professional Land Survey Services

Dear Todd:

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey of the former Prairie View Golf Course consisting of 133 acres in section 9, Township 102 North, Range 40 West.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 507-238-4738 Ext. 2342 or email at <u>Joseph.Haefner@bolton-menk.com</u>.

Sincerely,

BOLTON & MENK, INC.

Joseph Haefner, L.S.

Survey Manager

Attachments: Scope of Services Budget (2 pages)

Terms & Conditions of Proposal (2 pages)

Survey Limits (5 pages)



SCOPE OF WORK

Bolton and Menk, Inc. will complete a topographic and boundary survey of the former Prairie View Golf Course. An attachment is included at the end of this proposal to show a general overview of the project area.

Boundary Survey:

Perform boundary survey and determine the limits of the property identified as Parcel ID 20-0061-0500. Permanent Iron Pipe Survey Monuments will be placed at the corners of the property.

Topographic Survey:

The limits of the topographic survey will extend to just beyone the property lines of the subject property consisting of approximately 133 acres. The limits of the survey will only extend to the edge of existing ponding areas and generally include the following:

- Establish horizontal and vertical survey control, based on Nobles County coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including curbs, culverts, walks, road centerlines.
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalks, driveways, and parking areas
- Buildings and any other significant structures (does not appear to be any on the site)
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
 - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - o Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Catch basins and Manholes

- Hydrants
- Water valves and curb stops
- Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
- Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

DELIVERABLES

We will furnish print copies of map along with an electronic PDF copy.

Certified topographic survey drawing will be submitted in an electronic (AutoCAD) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- We will locate all trees 2 inches or greater in diameter and delineate its general type by deciduous or coniferous but will not provide English or botanical names for each tree.
- Proposal doesn't include wetland delineations.
 Bolton & Menk can provide this service for an additional fee.
- Engineering and surveying services not specifically identified herein are not part of this proposal.
- Any additional studies, tasks, or coordination (e.g. wetland delineations, environmental or archaeological studies, permit applications, meetings representing the client, etc.) not explicit in the



- proposed Scope of Work will be performed by others or as additional services.
- The scope of services provided above is inclusive of all tasks offered under this contract and fee. Parties agree that additional understandings that conflict with this document (including oral agreements) must be negotiated in writing.
- Only utilities that are marked in the field along with utility maps provided by utility companies within the time allotted for such requests through Gopher State One Call will be graphically shown on the survey map.

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services					
Boundary Survey	\$3,200				
Topographic Survey	\$6,000				
Total Lump Sum Fee	\$9,200				

SCHEDULE

We are available to begin work immediately upon authorization to proceed and expect the finished survey map will be delivered to you within 30 days.

APPROVALS AND SIGNATURES

City of Worthington (client) acknowledges that it is legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the Client.

Accepted by:	
Print Name/Title	
Signature and Date	
	igations for services to be provided by BMI under this Agreement. I/We urred by BMI, including reasonable attorney's fees.
Print Name/Title	Signature and Date



Terms of Proposal – General Survey Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of Proposal.

- **A.** <u>Services:</u> BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.
- B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in services provided or the project.
- C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.
- D. 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 BMI's profession currently practicing under similar conditions. BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.
- **E.** <u>Certifications:</u> Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

- **F.** <u>Utilities:</u> Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.
- **G.** <u>Project Approval:</u> Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.
- **H.** Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI 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 BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.
- I. <u>Construction Phase Services:</u> Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor
- J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI.

Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

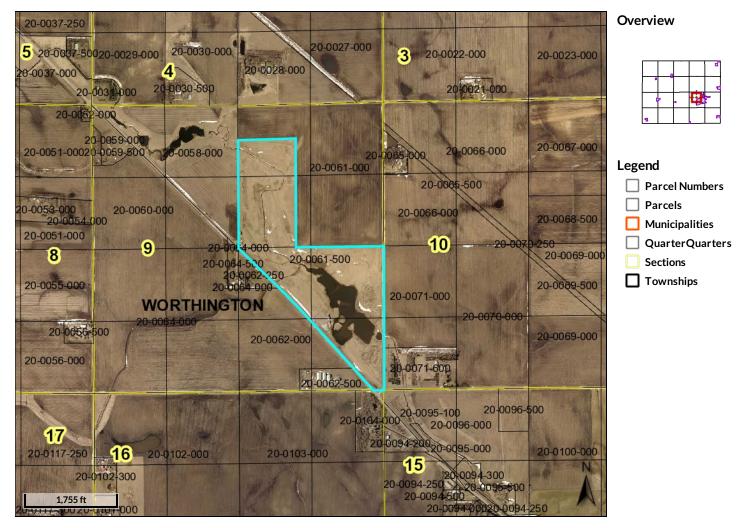
- K. <u>Billings and Payments:</u> Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.
- L. <u>Late Payments:</u> Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.
- M. <u>Waiver</u>: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
- N. <u>LIMITATION OF LIABILITY</u>: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. [Alternates: A stated amount or "shall not exceed the total insurance proceeds paid on behalf of or to BMI by BMI's insurers.] Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- O. <u>Certificates of Insurance</u>: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering

services unless BMI is reimbursed for additional premium expenses.

- **P.** <u>Dispute Resolution</u>: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.
- **Q.** Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.
- **R.** <u>Termination of Services</u>: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- **S.** <u>Withdrawal of Proposal:</u> This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.
- T. <u>LIEN RIGHTS</u>: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:
- "(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."







 Parcel ID
 20-0061-500
 Alternate ID n/a
 Owner Address
 WORTHINGTON/CITY OF

 Sec/Twp/Rng
 9-102-40
 Class
 C/I STRUCT-LL
 P O BOX 279

Property Address Acreage 133.33 WORTHINGTON MN 56187-0279

District n/a

Brief Tax Description 48 ACRES IN NE1/4 & 85.33 ACRES IN SE1/4 133.33 ACRES

(Note: Not to be used on legal documents)

Date created: 5/6/2020 Last Data Uploaded: 5/5/2020 7:48:19 PM



05-21-2020 11:27 AM	СО	UNCIL REPORT	5/22/2020	PAGE:	1
VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ABRA AUTO BODY AND GLASS-WORTHINGTON	5/22/20	#408 SERVICE/REPAIRS	STORM WATER MANAGE	STREET CLEANING	283.73
	5/22/20	#408 SERVICE/REPAIRS	STORM WATER MANAGE	STREET CLEANING	676.00_
				TOTAL:	959.73
ALL FLAGS LLC	5/22/20	OUTDOOR FLAGS	GENERAL FUND	OTHER GEN GOVT MISC	173.27_
				TOTAL:	173.27
AMAZING SPACE	5/22/20	FLOORING-BEACH NOOK	RECREATION	PARK AREAS	2,295.00_
				TOTAL:	2,295.00
ARCTIC GLACIER USA INC	5/22/20		LIQUOR	NON-DEPARTMENTAL	178.60
	5/22/20	MIX	LIQUOR	NON-DEPARTMENTAL	82.20_
				TOTAL:	260.80
ARTISAN BEER COMPANY	5/22/20		LIQUOR	NON-DEPARTMENTAL	121.75
	5/22/20		-	NON-DEPARTMENTAL	80.40
	5/22/20	BEER	LIQUOR	NON-DEPARTMENTAL	378.90_
				TOTAL:	581.05
ATLANTIC BOTTLING COMPANY	5/22/20	MIX	LIQUOR	NON-DEPARTMENTAL	223.60_
				TOTAL:	223.60
BAHRS SMALL ENGINE	5/22/20	SHARPEN CHAINS	RECREATION	TREE REMOVAL	123.94_
				TOTAL:	123.94
BAN-KOE SYSTEMS INC	5/22/20	FIRE ALARM SERVICE	RECREATION	PARK AREAS	481.70
	5/22/20	FIRE ALARM SERVICE	RECREATION	PARK AREAS	142.75_
				TOTAL:	624.45
BELLBOY CORPORATION	5/22/20	MIX	LIQUOR	NON-DEPARTMENTAL	94.75
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	50.62_
				TOTAL:	145.37
BEVERAGE WHOLESALERS INC	5/22/20			NON-DEPARTMENTAL	9,683.85
	5/22/20			NON-DEPARTMENTAL	14,524.44
	5/22/20		-	NON-DEPARTMENTAL	11,663.35
	5/22/20	BEEK	LIQUOR	NON-DEPARTMENTAL TOTAL:	7,829.65_ 43,701.29
				TOTAL.	43,701.23
BOLTON & MENK INC		TAXIWAY B&C PAVEMENT		PROJECT #2	1,136.00
	5/22/20	SOUTH CONCRETE APRON	AIRPORT	PROJECT #11 TOTAL:	2,175.00_ 3,311.00
				TOTAL.	3,311.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC			-	NON-DEPARTMENTAL	122.75
	5/22/20		LIQUOR	NON-DEPARTMENTAL	3,699.76
	5/22/20		LIQUOR	NON-DEPARTMENTAL	195.60
	5/22/20		LIQUOR	NON-DEPARTMENTAL	400.00
	5/22/20 5/22/20		LIQUOR LIQUOR	NON-DEPARTMENTAL	122.75 4,281.16
	5/22/20	~	LIQUOR	NON-DEPARTMENTAL NON-DEPARTMENTAL	36.00
	5/22/20		LIQUOR	NON-DEPARTMENTAL	297.00
	5/22/20		LIQUOR	NON-DEPARTMENTAL	99.00-
	5/22/20	~	LIQUOR	NON-DEPARTMENTAL	21.50-
	5/22/20		LIQUOR	NON-DEPARTMENTAL	190.88-
	5/22/20		LIQUOR	NON-DEPARTMENTAL	21.27-
	5/22/20		LIQUOR	NON-DEPARTMENTAL	22.00-

05-21-2020 11:27 AM COUNCIL REPORT 5/22/2020 PAGE . VENDOR SORT KEY DATE DESCRIPTION FUND DEPARTMENT AMOUNT 5/22/20 BEER LIQUOR NON-DEPARTMENTAL 6.14-5/22/20 FREIGHT LIQUOR O-SOURCE MISC 76.77 5/22/20 FREIGHT LIQUOR O-SOURCE MISC 18.50 LIQUOR 58.19 O-SOURCE MISC O-SOURCE MISC 5/22/20 FREIGHT 5/22/20 FREIGHT LIQUOR 11.10 LIQUOR O-SOURCE MISC 5/22/20 FREIGHT 1.85-5/22/20 FREIGHT LIQUOR O-SOURCE MISC TOTAL: 8,956.79 5/22/20 A/V SERVICES-GOV PRESS CON MEMORIAL AUDITORIU MEMORIAL AUDITORIUM MARK ROBERT BRODIN 232.50 BTU INC 5/22/20 FIRLTER FOR PUBLIC WORKS GENERAL FUND PAVED STREETS 19.67 511.20 MEMORIAL AUDITORIU MEMORIAL AUDITORIUM 5/22/20 FILTERS 5/22/20 FILTERS LIQUOR O-GEN MISC 326.42 TOTAL: CANNON RIVER WINERY 5/22/20 WINE LIQUOR NON-DEPARTMENTAL 312.00 TOTAL: 312.00 O-GEN MISC CARLSON & STEWART REFRIGERATION 5/22/20 REPLACE FAN MOTOR ON COOLE LIQUOR 856.89 5/22/20 COOLER SERVICE LIQUOR O-GEN MISC TOTAL: 1,317.39 5/22/20 T-SHIRTS LIQUOR O-GEN MISC CHAMBER OF COMMERCE TOTAL: 240.00 5/22/20 WATER SPORTS RECREATION COMMERCIAL RECREATION SPECIALISTS SWIMMING BEACHES 14,609.50 TOTAL: 14,609.50 COMMISSIONER OF TRANSPORTATION 5/22/20 HANGAR LOAN REPAYMENT AIRPORT NON-DEPARTMENTAL 920 00 TOTAL: 920.00 GENERAL FUND POLICE ADMINISTRATION
GENERAL FUND PAVED STREETS COOPERATIVE ENERGY CO- ACCT # 5910807 5/22/20 FUEL 170.70 5/22/20 MOTOR FUELS 148.80 TOTAL: 5/22/20 DISINFECTING WIPES LIQUOR DACOTAH PAPER CO O-GEN MISC 55.13 317.04 5/22/20 BAGS, HAND SANITZER, WIPES LIQUOR O-GEN MISC TOTAL: 372.17 DANS ELECTRIC INC 5/22/20 OLSON ELECTRIC UPGRADES RECREATION OLSON PARK CAMPGROUND 4,801.16 TOTAL: 4,801.16 5/22/20 TABS-UNDERCOVER VEHICLE GENERAL FUND DEPUTY REGISTER #33 POLICE ADMINISTRATION 14.25 14.25 TOTAL: 5/22/20 HOMEWOOD HILLS STREETS IMPROVEMENT CONST 2019 HOMEWOOD HILLS ST DESLAURIERS INC 68.63 68.63 TOTAL: SWIMMING BEACHES
RECREATION SWIMMING BEACHES
RECREATION PARK AREAS
RECREATION PARK AREAS
RECREATION PARK APPROXIMATION DIAMOND VOGEL PAINT 5/22/20 BEACH NOOK PAINT 5/22/20 BEACH NOOK PAINT 40.18 5/22/20 BEACH NOOK PAINT 5/22/20 BEACH NOOK PAINT 43.18 43.68 5/22/20 PAINT SUPPLIES 3.73

TOTAL:

290.13

05-21-2020 11:27 AM COUNCIL REPORT 5/22/2020 PAGE: FUND VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT 5/22/20 BEER LIQUOR DOLL DISTRIBUTING LLC NON-DEPARTMENTAL 6,555.65 LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL 5/22/20 BEER LIQUOR 126.00-5/22/20 BEER LIQUOR 4,534.80 5,976.40 5/22/20 BEER 15,035.45_ 5/22/20 BEER TOTAL: 31,976.30 5/22/20 SALES TAX PARK PROJECT RECREATION PARK AREAS DUININCK INC 1,389.40 TOTAL: 1,389.40 EARL F ANDERSEN INC- DIVISION OF SAFET 5/22/20 SIGNS GENERAL FUND SIGNS AND SIGNALS 5/22/20 SIGNS GENERAL FUND SIGNS AND SIGNALS 971.05 TOTAL: 1,513.85 5/22/20 THOMPSON HOTEL GENERAL FUND OTHER GEN GOVT MISC EHLERS COMPANIES 835.00 TOTAL: 835.00 STORM WATER MANAGE STREET CLEANING ENVIRONMENTAL EQUIPMENT & SERVICE INC 5/22/20 #408 PARTS 101.23 TOTAL: 101.23 5/22/20 ORDINANCE #1160 GENERAL FUND CLERK'S OFFICE
5/22/20 EQUALIZATION BOARD GENERAL FUND CLERK'S OFFICE
5/22/20 PLANNING COMMISSION GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 TAX ABATEMENT GENERAL FUND ECONOMIC DEVELOPMENT FORUM COMMUNICATIONS COMPANY 168.88 5/22/20 PLANNING COMMISSION GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 TAX ABATEMENT GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 PUBLIC HEARING GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 PUBLIC HEARING GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 PUB HEARING OVERMOLLER GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 SPRING HOME BUILDING GENERAL FUND ECONOMIC DEVELOPMENT
5/22/20 FIRE DEPT OPEN HOUSE GENERAL FUND FIRE ADMINISTRATION
5/22/20 SPRING CLEAN UP GENERAL FUND TRASH PICKUP
5/22/20 SPRING CLEAN UP POSTPONED GENERAL FUND TRASH PICKUP
5/22/20 SEALED BIDS WATER PROJECT #2
5/22/20 APRIL ADVERTISING LIQUOR O-GEN MISC
5/22/20 SOUTH CONCRETE APRON BIDS AIRPORT PROJECT #2
5/22/20 TAXIWAY B&C BIDS AIRPORT PROJECT #11
TOTAL: 140 00 450.00 900.00 229.25 1,940.50 332.75 332.75 TOTAL: 6,116.31 5/22/20 2ND AVENUE/11TH STREET WATER PROJECT #11 GEOTEK INC 3,652.28 5/22/20 2ND AVENUE/11TH STREET MUNICIPAL WASTEWAT PROJECT #7 7,415.22 TOTAL: 11,067.50 5/22/20 #17-36 TIRES, OIL CHANGE GENERAL FUND POLICE ADMINISTRATION 5/22/20 #17-36 TIRES, OIL CHANGE GENERAL FUND POLICE ADMINISTRATION GRAHAM TIRE OF WORTHINGTON INC 62.95 5/22/20 #17-36 TIRES GENERAL FUND POLICE ADMINISTRATION
5/22/20 #438 OIL CHANGE RECREATION SOCCER COMPLEX
5/22/20 #438 OIL CHANGE RECREATION SOCCER COMPLEX
5/22/20 TORO MOWER RECREATION PARK AREAS 373.88 14.95 5/22/20 TORO MOWER 4.00 5/22/20 TORO MOWER RECREATION PARK AREAS
5/22/20 MOWER TIRE REPAIR RECREATION PARK AREAS
5/22/20 MOWER TIRE REPAIR RECREATION PARK AREAS
5/22/20 TORO MOWER RECREATION PARK AREAS
5/22/20 TORO MOWER RECREATION PARK AREAS
5/22/20 TORO MOWER RECREATION PARK AREAS 15.00 15.00 4.00 20.67 12.00 TOTAL: 1,296.93 5/22/20 OPERATING SUPPLIES WATER O-DISTR MISC GRAINGER 34.72 TOTAL: 34.72

05-21-2020 11:27 AM	C 0	UNCIL REPORT 5	/22/2020	PAGE:	4
/ENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ULSTEIN EXCAVATING INC	5/22/20	2019 HOMEWOOD HILLS IMPROV	IMPROVEMENT CONST	NON-DEPARTMENTAL	2,690.32-
	5/22/20	2019 HOMEWOOD HILLS IMPROV	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	47,183.65
	5/22/20	2019 HOMEWOOD HILLS IMPROV	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	6,622.72
				TOTAL:	51,116.05
Y-VEE INC	5/22/20	FUEL	GENERAL FUND	POLICE ADMINISTRATION	28.55_
				TOTAL:	28.55
ERRY'S AUTO SUPPLY OF WORTHINGTON INC	5/22/20	#408 PARTS	STORM WATER MANAGE	STREET CLEANING TOTAL:	25.01_ 25.01
	= /00 /00				
OHNSON BROTHERS LIQUOR CO	5/22/20		LIQUOR	NON-DEPARTMENTAL	800.00
	5/22/20		LIQUOR	NON-DEPARTMENTAL	5,678.49
	5/22/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,366.01
	5/22/20	MIX	LIQUOR	NON-DEPARTMENTAL	129.90
	5/22/20	BEER	LIQUOR	NON-DEPARTMENTAL	120.00
	5/22/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,917.67
	5/22/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,110.09
	5/22/20		LIQUOR	NON-DEPARTMENTAL	22.50
	5/22/20		LIQUOR	NON-DEPARTMENTAL	22.99
	5/22/20		LIQUOR	NON-DEPARTMENTAL	31.49-
	5/22/20			NON-DEPARTMENTAL	8.00-
			LIQUOR		
	5/22/20		LIQUOR	NON-DEPARTMENTAL	36.00-
	5/22/20		LIQUOR	NON-DEPARTMENTAL	96.00-
	., , .	FREIGHT	LIQUOR	O-SOURCE MISC	72.37
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	65.90
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	143.06
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	57.46
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
				TOTAL:	18,331.57
DHNSTON AUTOSTORES	5/22/20	#14-41 BATTERY	GENERAL FUND	POLICE ADMINISTRATION	150.28
				TOTAL:	150.28
SA SERVICES INC	5/22/20	DISINFECTING WIPES, BAGS	GENERAL FUND	CENTER FOR ACTIVE LIVI	164.25
	5/22/20	DISINFECTANTS, TOWELS	RECREATION	PARK AREAS	853.38
				TOTAL:	1,017.63
UTSON IRRIGATION DESIGN LLC	5/22/20	SHUT OFF VALVE	RECREATION	SOCCER COMPLEX	163.36_
				TOTAL:	163.36
AMPERTS LUMBER	5/22/20	RANGE CLEAN UP	GENERAL FUND	POLICE ADMINISTRATION	213.56_
				TOTAL:	213.56
AMPERTS YARDS INC-2600013	5/22/20	DOCK-SUNSET	GENERAL FUND	LAKE IMPROVEMENT	10.60_
				TOTAL:	10.60
AMPERTS YARDS INC-2602004		LUDLOW RESTROOM SIDEWALK		PARK AREAS	144.21
	5/22/20	CONCRETE FORM	RECREATION	PARK AREAS	65.94_
				TOTAL:	210.15
ALTERS SHEPHERD & VON HOLTUM	5/22/20	THOMPSON HOTEL	GENERAL FUND	CITY ATTORNEY	137.50_
				TOTAL:	137.50
ARTHALER CDJR	5/22/20	#18-39 OIL CHANGE, TIRE RE	GENERAL FUND	POLICE ADMINISTRATION	36.00

05-21-2020 11:27 AM COUNCIL REPORT 5/22/2020 PAGE: AMOUNT VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT FIIND 5/22/20 #18-39 OIL CHANGE, TIRE RE GENERAL FUND POLICE ADMINISTRATION 46.45 TOTAL: 82.45 5/22/20 OIL CHANGE GENERAL FUND POLICE ADMINISTRATION
GENERAL FUND POLICE ADMINISTRATION MARTHALER FORD OF WORTHINGTON 30 90 23.45 TOTAL: 54.35 5/22/20 2019 E. AVE SAN SEWER EXT IMPROVEMENT CONST 19 AVE SEWER EXTENSION 5,250.00 MIDWEST ENGINEERING 5,250.00 TOTAL: WATER O-PURIFY MISC

WATER O-DISTR MISC

WATER O-DISTR MISC

MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS

MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS

ELECTRIC O-DISTR MISC

ELECTRIC O-DISTR MISC 5/22/20 GAS SERVICE MINNESOTA ENERGY RESOURCES CORP 5/22/20 GAS SERVICE 321.88 5/22/20 GAS SERVICE 5/22/20 GAS SERVICE 5/22/20 GAS SERVICE 29.03 5/22/20 GAS SERVICE 321.88 5/22/20 GAS SERVICE 29.03 1,071.71 TOTAL: MISCELLANEOUS V MILLER MARLENE 5/22/20 REFUND FOR PARK RENTAL RECREATION NON-DEPARTMENTAL MILLER MARLENE 5/22/20 REFUND FOR PARK RENTAL RECREATION NON-DEPARTMENTAL 27 94 2.06 WORTHINGTON HIGH SCHOO 5/22/20 PARK RENTAL REFUND RECREATION NON-DEPARTMENTAL WORTHINGTON HIGH SCHOO 5/22/20 PARK RENTAL REFUND RECREATION NON-DEPARTMENTAL TOMAS HILDA 5/22/20 PARK FEE/DEPOSIT REFUND RECREATION NON-DEPARTMENTAL 3.43 5/22/20 PARK FEE/DEPOSIT REFUND RECREATION NON-DEPARTMENTAL
5/22/20 PARK RENTAL FEE REFUND RECREATION NON-DEPARTMENTAL
5/22/20 PARK RENTAL FEE REFUND RECREATION NON-DEPARTMENTAL TOMAS HILDA DYKSTRA HAROLD AND RUT 5/22/20 PARK RENTAL FEE REFUND RECREATION
DYKSTRA HAROLD AND RUT 5/22/20 PARK RENTAL FEE REFUND RECREATION 46.57 NON-DEPARTMENTAL NON-DEPARTMENTAL 27.27 95 00 LEIVA MARIA 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC LOPEZ SEBASTIAN JULIO 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC NON-DEPARTMENTAL LOPEZ SEBASTIAN JULIO 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC NON-DEPARTMENTAL 40.24

VALLES MONICA 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC NON-DEPARTMENTAL 46.64

WITTHUHN EMILIA 5/22/20 CUSTOMER REBATE ELECTRIC CUSTOMER INSTALL EXPEN 350.00

DOWD JONATHON 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC ACCTS-RECORDS & COLLEC 0.35

LEIVA MARIA 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC ACCTS-RECORDS & COLLEC 1.97

LOPEZ SEBASTIAN JULIO 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC ACCTS-RECORDS & COLLEC 0.68

VALLES MONICA 5/22/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC ACCTS-RECORDS & COLLEC 0.68 975.16 TOTAL: 5/22/20 IDTECH AUGUSTA READER WATER ACCTS-RECORDS & COLLEC 5/22/20 IDTECH AUGUSTA READER MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT 5/22/20 IDTECH AUGUSTA READER ELECTRIC ACCTS-RECORDS & COLLEC MUNICIPAY LLC 46.25 46.25 92.50 TOTAL: 185.00 5/22/20 TELEVISE CITY HALL SEWER GENERAL FUND GENERAL GOVT BUILDINGS NIENKERK CONSTRUCTION INC 150.00 5/22/20 SUNSET BOAT RAMP EXTENSION RECREATION PARK AREAS 5/22/20 DEMO PARK BATHROOM-LUDLOW RECREATION PARK AREAS 5/22/20 BOY SCOUT BUILDING RECREATION PARK AREAS 1,185.00 1,256.00 832.00 TOTAL: 3,423.00 5/22/20 ELECTRIC SERVICE WATER O-PUMPING 15.00 NOBLES COOPERATIVE ELECTRIC 5/22/20 ELECTRIC SERVICE WATER O-PUMPING 15.00 TOTAL: 30.00

SECURITY CENTER

146.13

NOBLES COUNTY AUDITOR/TREASURER 5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND

05-21-2020 11:27 AM COUNCIL REPORT 5/22/2020 PAGE: 6 VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT FIIND 5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
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5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER 1,959.03 9,581.20 17 41 1,345.25 5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
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5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 1ST QTR LEC SECURITY BLDG GENERAL FUND SECURITY CENTER
5/22/20 NOBLES COUNTY AUDITOR/TREA WATER OPDITER ENTS
5/22/20 NOBLES COUNTY AUDITOR/TREA WATER ADMIN RENT 4,739.72 4,305.17 96.46 309.92 5/22/20 NOBLES COUNTY AUDITOR/TREA MUNICIPAL WASTEWAT O-PURIFY MISC 123.97 247.94 743.81 5/22/20 NOBLES COUNTY AUDITOR/TREA MUNICIPAL WASTEWAT ADMIN RENT 5/22/20 NOBLES COUNTY AUDITOR/TREA ELECTRIC O-DISTR RENTS
5/22/20 NOBLES COUNTY AUDITOR/TREA ELECTRIC ADMIN RENT 1,518.62 T 1,518.62_ TOTAL: 31,528.93 5/22/20 RANGE CLEAN UP GENERAL FUND POLICE ADMINISTRATION
5/22/20 LUDLOW RESTROOM REMOVAL RECREATION PARK AREAS
5/22/20 LUDLOW RESTROOM REMOVAL RECREATION PARK AREAS
5/22/20 LUDLOW RESTROOM REMOVAL RECREATION PARK AREAS NOBLES COUNTY LANDFILL 249.57 TOTAL: 682.30 5/22/20 PENCILS, POST ITS

5/22/20 AIR DUSTER

5/22/20 POST-ITS

GENERAL FUND

CLERK'S OFFICE

CLERK'S OFFICE

CLERK'S OFFICE

ENGINEERING ADMIN

ENGINEERING ADMIN

ECONOMIC DEVELOPMENT

S/22/20 FORM HOLDER

GENERAL FUND

GENERAL FUND

GENERAL GOVT BUILDINGS

TOTAL: ONE OFFICE SOLUTION-WOCITY 10.04 64.60 TOTAL: 165.13 5/22/20 TRANSFER KIT, LASER LABEL GENERAL FUND SECURITY CENTER
5/22/20 TRANSFER KIT, LASER LABEL GENERAL FUND SECURITY CENTER
TOTAL: ONE OFFICE SOLUTION-NCLAWE 280.14 5/22/20 RIBBON DATA PROCESSING DATA PROCESSING 5/22/20 COPY STAMP DATA PROCESSING DATA PROCESSING 5/22/20 RIBBON ONE OFFICE SOLUTION-WOCITY TOTAL: 29.04 GENERAL FUND SECURITY CENTER
GENERAL FUND SECURITY CENTER ONE OFFICE SOLUTION-WOPOLI 5/22/20 INK CARTRIDGES 22.00 5/22/20 INK CARTRIDGES 22.00 5/22/20 INK CARTRIDGES 44.00 5/22/20 INK CARTRIDGES 44.00

5/22/20 INK CARTRIDGE 5/22/20 INK CARTRIDGE

5/22/20 HSA ADMIN FEE-APRIL

5/22/20 WINE

OPTUM BANK

PAUSTIS WINE COMPANY

41.10

112.50_ 112.50

2,812.00

TOTAL:

TOTAL:

NON-DEPARTMENTAL

GENERAL FUND GENERAL GOVT BUILDINGS

LIQUOR

05-21-2020 11:27 AM C O U N C I L R E P O R T 5/22/2020 PAGE . VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT FIIND O-SOURCE MISC 5/22/20 FREIGHT LIQUOR 31.25 TOTAL: 2,843.25 LIQUOR LIQUOR NON-DEPARTMENTAL PHILLIPS WINE & SPIRITS INC 5/22/20 T.TOUGR 4.990 25 5/22/20 WINE NON-DEPARTMENTAL LIQUOR LIQUOR NON-DEPARTMENTAL 5/22/20 LIQUOR 4,809.60 5/22/20 WINE NON-DEPARTMENTAL NON-DEPARTMENTAL 5/22/20 MIX LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR LIQUOR 78.30 NON-DEPARTMENTAL O-SOURCE MISC 5/22/20 LIQUOR 101.53-5/22/20 FREIGHT 62.15 O-SOURCE MISC 5/22/20 FREIGHT 90.24 5/22/20 FREIGHT O-SOURCE MISC 5/22/20 FREIGHT LIQUOR LIQUOR O-SOURCE MISC O-SOURCE MISC 30.55 5/22/20 FREIGHT 1.69-TOTAL: 11,270.04 BRIAN POWERS 5/22/20 MONTHLY BOILER CHECKS-APRI MEMORIAL AUDITORIU MEMORIAL AUDITORIUM 300.00 TOTAL: 300.00 5/22/20 SKIDLOADER PRODUCTIVITY PLUS ACCOUNT GENERAL FUND PAVED STREETS 30.88 TOTAL: 30.88 5/22/20 PULVER MOTOR SERVICE GENERAL FUND POLICE ADMINISTRATION PULVER MOTOR SERVICE 68.00 68.00 QUARNSTROM & DOERING P A 5/22/20 LUTTERMAN SPECIAL ASSMT AP IMPROVEMENT CONST W GATEWAY DR SANITARY 2,092.50_ 2,092.50 TOTAL: 5/22/20 BATTERY GENERAL FUND FIRE ADMINISTRATION RACOM CORP 78.00 TOTAL: LIQUOR O-GEN MISC
LIQUOR O-GEN MISC
LIQUOR O-GEN MISC
LIQUOR O-GEN MISC 5/22/20 COVID-19 ADS LIQUOR
5/22/20 COVID-19 ADS KUSQ LIQUOR
5/22/20 COVID-19 ADS KWOA LIQUOR 100.00 RADIO WORKS LLC 5/22/20 COVID-19 ADS 100.00 100.00 5/22/20 COVID-19 ADS KZTP 100.00 TOTAL: 400.00 5/22/20 REPAIR FUEL SYSTEM LIQUOR O-GEN MISC 1,130.29 RAKA TOTAL: 1,130.29 ROUND LAKE VINEYARDS & WINERY LLC 5/22/20 WINE LIQUOR NON-DEPARTMENTAL 720.00 TOTAL: 720.00 15.14 RUNNINGS SUPPLY INC-ACCT#9502485 5/22/20 PARTS FOR BASKETBALL HOOPS RECREATION PARK AREAS 5/22/20 SALES TAX PARK PROJECTS RECREATION PARK AREAS TOTAL: 66.11 5/22/20 NITRILE GLOVES WATER ACCTS-RECORDS & COLLEC 5/22/20 NITRILE GLOVES MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT 5/22/20 NITRILE GLOVES ELECTRIC ACCTS-RECORDS & COLLEC SCHEIDT DEB 6.98 6.97 13.95_ TOTAL: 27.90 5/22/20 DOOR STOPS GENERAL FUND GENERAL GOVT BUILDINGS 5/22/20 RANGE SUPPLIES GENERAL FUND POLICE ADMINISTRATION SCHWALBACH ACE HARDWARE-5930 5/22/20 DOOR STOPS 9.18 35.12 5/22/20 RANGE SHED TRIM PAINT GENERAL FUND POLICE ADMINISTRATION
5/22/20 WRENCH RECREATION PARK AREAS 30.98 18.99

05-21-2020 11:27 AM COUNCIL REPORT 5/22/2020 PAGE: 8 DEPARTMENT VENDOR SORT KEY DATE DESCRIPTION FUND AMOUNT 5/22/20 RESTROOMS RECREATION PARK AREAS 7.94 PARK AREAS 5/22/20 CLEANING SUPPLIES-BEACH RECREATION 13.06 5/22/20 CLEANING SUPPLIES-BEACH RECREATION PARK AREAS
5/22/20 LUDLOW KEYS RECREATION PARK AREAS
5/22/20 WATERCRAFT RENTALS RECREATION PARK AREAS 70.53 7 96 10.80_ TOTAL: 204.56 ELECTRIC ACCTS-RECORDS & COLLEC 5/22/20 DOOR STOP 9.18 SCHWALBACH ACE #6067 TOTAL: 9.18 5/22/20 FIELD HOUSE RECREATION FIELD HOUSE SHORT ELLIOTT HENDRICKSON INC 957.15 5/22/20 PARK SHELTERS & RESTROOMS RECREATION PARK AREAS
5/22/20 TENTH STREET PLAZA PROPERTION 10TH STREET 3,911.38 9,500.. 1,710.74 5/22/20 TENTH STREET PLAZA RECREATION 10TH STREET PAVILION 5/22/20 SPEC BUILDING-FINAL DESIGN ECONOMIC DEV AUTHO BUSINESS DEVELOPMENT 5/22/20 OXFORD STREET RECON IMPROVEMENT CONST OXFORD STREET RECON 1,425.99 5/22/20 OXFORD STREET RECON IMPROVEMENT CONST OXFORD STREET RECON
5/22/20 OXFORD STREET RECON IMPROVEMENT CONST OXFORD STREET RECON
5/22/20 OXFORD STREET RECON IMPROVEMENT CONST OXFORD STREET RECON
5/22/20 OXFORD STREET RECON IMPROVEMENT CONST OXFORD STREET RECON 3,589.92 5/22/20 CONCEPT DESIGN DIAGONAL RD WATER O-DISTR MISC
5/22/20 CONCEPT DESIGN DIAGONAL RD ELECTRIC O-DISTR MISC 3,676.84 3,676.84 TOTAL: 29,468.52 NON-DEPARTMENTAL
NON-DEPARTMENTAL
NON-DEPARTMENTAL
O-SOURCE MISC
O-SOURCE MISC SOUTHERN GLAZER'S WINE AND SPIRITS LL 5/22/20 LIQUOR LIQUOR 5,295.66 LIQUOR 5/22/20 LIQUOR 5/22/20 WINE LIQUOR 152.00 LIQUOR LIQUOR 5/22/20 FREIGHT 79.55 20.35_ 5/22/20 FREIGHT TOTAL: 5,727.56 SOUTHWEST MINNESOTA REGIONAL RADIO BOA 5/22/20 2020 SWECB MEMBERSHIP DUES GENERAL FUND POLICE ADMINISTRATION 2,038.00_ TOTAL: THYSSENKRUPP ELEVATOR CORP 5/22/20 ELEVATOR SERVICE GENERAL FUND CENTER FOR ACTIVE LIVI 438.24 TOTAL: GENERAL FUND GENERAL GOVT BUILDINGS 5/22/20 MATS TRENTON J STOYKE 50.80 TOTAL: 5/22/20 WIRELESS SERVICE WATER O-DISTR MISC
5/22/20 WIRELESS SERVICE MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
5/22/20 WIRELESS SERVICE MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
5/22/20 WIRELESS SERVICE MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
5/22/20 WIRELESS SERVICE MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
5/22/20 WIRELESS SERVICE MUNICIPAL WASTEWAT O-PURIFY SUPERVISION
5/22/20 WIRELESS SERVICE ELECTRIC O-DISTR SUPER & ENG
5/22/20 WIRELESS SERVICE ELECTRIC O-DISTR MISC
5/22/20 WIRELESS SERVICE ELECTRIC O-DISTR MISC
5/22/20 WIRELESS SERVICE ELECTRIC ADMIN OFFICE SUPPLIES
5/22/20 WIRELESS SERVICE ELECTRIC ACCTS-METER READING
TOTAL: VERIZON WIRELESS 40 01 21.22 40.01 33 99 33.99 40.01 33.99 43.99 43.99 43.99 TOTAL: 576.06

LIQUOR

NON-DEPARTMENTAL

763.89

5/22/20 LIQUOR

VINOCOPIA INC

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	5/22/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,232.00
	5/22/20	MIX	LIQUOR	NON-DEPARTMENTAL	120.00
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	35.00_
				TOTAL:	2,150.89
WAL MART BUSINESS/SYNCB	5/22/20	SPRAY BOTTLES	GENERAL FUND	PAVED STREETS	11.64
	5/22/20	PRINTER INK	GENERAL FUND	CENTER FOR ACTIVE LIVI	49.97
	5/22/20	SPRAY BOTTLES	RECREATION	PARK AREAS	23.24_
				TOTAL:	84.85
WINE MERCHANTS	5/22/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,256.00
	5/22/20	WINE	LIQUOR	NON-DEPARTMENTAL	144.00
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	18.59
	5/22/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.98_
				TOTAL:	1,420.57
WORTHINGTON BUILDING MATERIALS INC	5/22/20	BEACH NOOK PLEXIGLASS BARR	RECREATION	SWIMMING BEACHES	62.62_
				TOTAL:	62.62
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	5/22/20	FRANCH FEE PYMT-1ST Q. CLA	CABLE TELEVISION	CABLE	20,945.71
	5/22/20	FRANCHISE FEE PAYMENT-MEDI	CABLE TELEVISION	CABLE	3,520.58_
				TOTAL:	24,466.29
WORTHINGTON FOOTWEAR & REPAIR	5/22/20	SAFETY BOOTS	GENERAL FUND	PAVED STREETS	206.40
	5/22/20	SAFETY BOOTS	GENERAL FUND	PAVED STREETS	200.00
				TOTAL:	406.40
WORTHINGTON GLASS INC	5/22/20	BEACH NOOK SERVING WINDOW	RECREATION	PARK AREAS	555.25_
				TOTAL:	555.25
WORTHINGTON HOTEL GROUP LLC	5/22/20	REIMBURSE EVENT CENTER UTI	EVENT CENTER	EVENT CENTER	2,680.73_
				TOTAL:	2,680.73
YMCA	5/22/20	2020 CONTRACT PAYMENT-MAY	RECREATION	RECREATION PROGRAMS	4,500.00_
				TOTAL:	4,500.00

FUND DEPARTMENT VENDOR SORT KEY DATE DESCRIPTION AMOUNT_

====	======= FUND TOTALS	
101	GENERAL FUND	40,824.02
202	MEMORIAL AUDITORIUM	1,043.70
214	EVENT CENTER	2,680.73
229	RECREATION	49,310.74
231	ECONOMIC DEV AUTHORITY	1,710.74
401	IMPROVEMENT CONST	64,562.75
601	WATER	8,838.68
602	MUNICIPAL WASTEWATER	8,172.30
604	ELECTRIC	7,428.40
606	STORM WATER MANAGEMENT	1,085.97
609	LIQUOR	134,347.85
612	AIRPORT	4,896.50
702	DATA PROCESSING	29.04
872	CABLE TELEVISION	24,466.29
	GRAND TOTAL:	349,397.71

TOTAL PAGES: 10

BANK TOTALS:

VENDOR SET: 01 CITY OF WORTHINGTON
BANK: 1 WELLS FARGO-CITY

*** DRAFT/OTHER LISTING ***

PAGE: 1

ITEM ITEM ITEM ITEM TYPE DATE DISCOUNT AMOUNT NO# VENDOR I.D. NAME THITOMA M00115 MISSOURI RIVER ENERGY SERVICES D 5/20/2020 001166 1,038,975.99 S00202 STATE OF MINNESOTA DEPT OF REVED 5/20/2020 001167 92,132.00 W00123 WELLS FARGO BANK MN NA D 5/20/2020 001168 5,226.64 W00123 WELLS FARGO BANK MN NA D 5/20/2020 001169 2,752.49

4 0.00 1,139,087.12 1,139,087.12